

Annexure-II

Clarification to the pre-bid queries of the RFP No. 33684, held in the meeting on 10.10.2025 regarding "selection of bidders for the development, design, finance, construction, operation, maintenance and transfer of Agri-Tech Smart Farm (ATSF) at designated site(s) on PPP basis"

Sl. No.	Query	Existing Clause in the RFP	Reply
1.	Kindly confirm that "Smart Agriculture Farm" experience requires any twotechnologies (e.g., micro-irrigation, IoT sensors, drones, crop cameras, variable rate applicators, farm geo-mapping, protected cultivation) and that net-houses are excluded from the definition across all sites.	Page no: 28 Clause: 2.2.2 A For the purpose of this RFP, Smart Agriculture Farm shall mean agriculture or horticulture farms in an area admeasuring more than 1(one) hectare of land with at least 2 of the following technologies deployed in production: 1. Mico-irrigation 2. IoT sensors 3. Drones 4. Crop Cameras 5. Variable rate applicators 6. Farm geo-mapping 7. Protected cultivation structures including Hydroponics, Aeroponics, Greenhouse, Polyhouses and Glasshouses or other protected cultivation of a similar nature but excluding Net-houses.	No change. RFP conditions shall prevail.
2.	Please specify the authoritative Agro -Climatic Zone (ACZ) references used for Semiliguda (Koraput) and Sakhigopal (Puri) and clarify admissibility of experience from directly adjacent ACZs with comparable agro-ecology.	Page no: 29 Clause: 2.2.2.A For the purpose of this RFP, Agro Climatic Zone shall mean one of the 15 ACZsrecognized in India as per the Planning Commission, Government of India. & Assignment(s)/ Project(s) pertaining to production and/or value addition of agriculture and/ or horticulture crops in the same Agro-Climatic Zone as the proposed Designated Site in the last ten (10) years preceding the Bid Due Date.	No change. RFP conditions shall prevail.

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3.	Request confirmation that ongoing projects (with substantial progress) are eligible for experience marks and the exact evidence formats accepted (e.g., employer certificate, third-party validation, CA certificate), including required details and signatory ranks.	Page no: 28 Clause: 2.2.2.A Experience of ongoing project(s) or assignment(s) against the aforementioned criteria(s) would also be considered, provided in such projects, the Bidder submits the relevant documentary evidence as prescribed in the RFP. & Page no: 28 Clause: 2.2.2.A Certificate(s) from Statutory Auditor' /Chartered Accountant's certificate (specifying their UDIN) and/or client certificate; and agreement copy or Letter of Award, during the past 10 (ten) years in respect of the projects specified in paragraph 2.2.2	No change. RFP conditions shall prevail.
4.	For turnover scoring, please confirm that revenues from procurement/supply/retail of agri and allied goods fall within "sale/supply/distribution" as defined, and whether consolidated audited statements of a multi-state cooperative federation suffice with branch schedules.	Page no: 29 Clause: 2.2.2.B For the purposes of this RFP, turnover (the "Turnover") shall mean, the aggregate value of the realization of amount made by the sale, supply or distribution of goods and/or on account of services rendered by the company during a financial year. For the avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.	No change. RFP conditions shall prevail. As per the RFP the bidder needs to submit CA certificate along with annual reports for three years.
5.	Kindly reconfirm the minimum area allocation of at least 20% to mandatory components per site, and that agro-tourism, if opted, shall not exceed 25% of the total site area; also clarify whether the 20% mandatory computation is inclusive or exclusive of agro-tourism area at Semiliguda and at Sakhigopal.	Page no: 10 Clause: 1.2.C The term "Development Plan" in relation to site Sukinda, Semiliguda and Sakhigopal shall mean, a plan prepared and submitted along with Bid in regard to the development of Project Assets/components or groupings of Project	No change. RFP conditions will prevail.

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		Assets/components, which sets out the detail of the proposed development along with the functional specification, approach and methodology, costs, financing plan, timetable for construction, service level requirements (at least Five) with respective liquidated damages, capacity enhancement plan to meet service requirement of the users, ensure at least 20% of total area of Designated Site is allocated for development of mandatory components and if, Agro Tourism is selected by the Bidder as optional component, in that case, the maximum area for development of Agro Tourism will be up to 25% of total area of Designated Site. & Page: 10 Clause: 1.2.C The term "Development Plan" in relation to Chakuli site shall mean, a plan prepared and submitted along with Bid in regard to the development of Project Assets/components or groupings of Project Assets/components, which sets out the detail of the proposed development along with the functional specification, approach and methodology, costs, financing plan, timetable for construction, service level requirements (at least Five) with respective liquidated damages, capacity enhancement plan to meet service requirement of the users, ensure atleast 20% of total area (excluding agro-tourism component) of Designated Site is allocated for development of mandatory components, Additionally, it may	



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		be noted that area under agro-tourism component may not exceed 25% of the total area of the designated site.	
6.	Please clarify whether the Chakuli-specific computation rule (mandatory area calculated excluding agro-tourism) is unique to Chakuli or indicative for all sites; if unique, kindly restate the exact computation rule applicable to Semiliguda and Sakhigopal.	Page: 10 Clause: 1.2.C The term "Development Plan" in relation to Chakuli site shall mean, a plan prepared and submitted along with Bid in regard to the development of Project Assets/components or groupings of Project Assets/components, which sets out the detail of the proposed development along with the functional specification, approach and methodology, costs, financing plan, timetable for construction, service level requirements (at least Five) with respective liquidated damages, capacity enhancement plan to meet service requirement of the users, ensure atleast 20% of total area (excluding agro-tourism component) of Designated Site is allocated for development of mandatory components, Additionally, it may be noted that area under agro-tourism component may not exceed 25% of the total area of the designated site.	No change. RFP conditions will prevail.
7.	Request confirmation of the minimum number of optional components to be selected, whether selecting more than the minimum is permitted, and how such selection influences technical marks and the evaluation of Estimated Project Cost, if at all.	-	No change. The mandatory obligation of the bidder is to develop the specified mandatory components, and the minimum number of optional components stipulated in the Bidding documents. As per the RFP, the estimated project cost will be updated and finalized at the time of signing the agreement, based on the inclusion of the capital cost for the four mandatory optional components chosen by the Selected Bidder in






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			its Development Plan.
8.	Kindly provide the definitive list of "Mandatory Capital Works" per site and the testing/inspection protocol and documentary requirements for achieving COD of the "whole Mandatory Capital Works" under Independent Expert oversight.	-	No change. Please refer to Schedule 4 (Mandatory capital works) and Schedule 7 (ToR for Independent Expert) of the Draft Concession Agreement.
9.	Please share the detailed SLR schedule for each site, including measurable KPIs for production, technology uptime, farmer outreach/training, and agro-tourism visitor satisfaction, with penalty slabs, cure periods and cumulative caps.	-	No Change. Please refer to part B (Service level requirements) of Schedule 6 (Operation & maintenance standards and requirements) of Draft Concession Agreement for service level requirement.
10.	Confirm whether the agro-tourism visitor satisfaction threshold is $\geq 4/5$, the survey methodology and periodicity, and whether administration and validation are by the Authority, Independent Expert, or Concessionaire.	-	No Change. Please refer to S.No. d (Agro-tourism Module SLRs) of part B (Service level requirements) of Schedule 6 (Operation & maintenance standards and requirements) of the Draft Concession Agreement for service level requirements. Kindly also refer to Article 8, 12 and Schedule 7 for the reporting and monitoring framework.
11.	Kindly clarify whether repeated SLR breaches are aggregated across KPIs toward termination thresholds or assessed independently per KPI with resets.	-	No change. Please refer to the Note in Schedule 6 of the DCA.
12.	Please confirm that Annual Concession Fee is the sole bid parameter, payable from Year 6 after COD of the "whole Mandatory Capital Works," and that no revenue share or alternative financial parameter applies.	-	No change. Please refer to the RFP including clause 1.2.f.

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13.	Request clarification on escalation/indexation of the Annual Concession Fee, if any, and whether moratoriums/waivers apply for Authority-caused delays (e.g., in landhandover/approvals).	-	No change. Please refer to article 5 and 13 of DCA (Concession Precedent).
14.	Kindly specify the Performance Security amount, form (BG/FD), validity and release milestones, and its interplay with SLR-linked liquidated damages.	-	No change. Please refer to clause 10.7 of DCA and Schedule 8 in respect of performance security/ bond.
15.	Please provide the latest site survey maps, GIS shapefiles, soil and water quality reports, utility maps, and details of existing assets, rights of way, and any encumbrances for Semiliguda and Sakhigopal.	-	No change. Please refer to Appendix I (Project Information Memorandum) and clause 2.5 of RFP. Also, kindly refer to clause 4.4 of DCA with respect to site being free from encumbrances.
16.	Confirm clear title, encroachment status, definitive boundaries, and timelines and conditions for site handover/licensing to the SPV post execution of the Concession Agreement.	-	No change. Kindly refer to clause 4.4 of DCA with respect to site being free from encumbrances.
17.	Kindly clarify environmental/forest clearances (if any) and the Authority vs Concessionaire responsibility matrix for obtaining consents.	-	No change. Please refer to Article 5 of DCA. The Concessionaire shall have received all Clearances requisite for undertaking development of Project Assets of the Project by the Concessionaire. Authority shall use all reasonable endeavors to grant such Clearances as are within its power to grant, as soon as possible, subject to receipt of the relevant application duly completed and in full compliance with Applicable Law.
18.	Please enumerate statutory approvals (planning/building, ground water, power,	-	No change. Please refer to the response to query no. 17.

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	FSSAI, pollution control, fire, tourism, etc.), the nodal single-window facilitation, and committed processing timelines.		
19.	Clarify availability of facilitation/support for organic certification, farmer training, and scheme convergence (e.g., horticulture/organic missions) for clusters linked to the ATSF.	-	No change. The bidder may do a due diligence of any applicable schemes and subject to fulfillment of the eligibility conditions may apply to relevant government agencies. The department shall not assume any obligation or liability in this respect.
20.	Kindly share the draft Concession Agreement and the Terms of Reference of the Independent Expert, especially clauses on change in law, force majeure, Authority default, dispute resolution, termination and termination payments.	-	No change. Please refer to Schedule 7 of DCA.
21.	Please specify insurance requirements (construction all-risk, public liability, machinery breakdown, visitor liability for agro-tourism), minimum coverage, and evidence timelines.	-	No change. Please refer to clause 10.4 of Article 10 of DCA.
22.	Clarify IP/data ownership and permitted use/transfer for farm IoT data, imagery, and agronomic datasets generated during the concession term.	-	No change. Please refer to article 21 of the DCA in respect of hand back of the project asset along with all assets, rights, title. At the end of the concession period all project assets including data and related IPR shall be transferred to the authority.
23.	Please reconfirm submission modalities: Technical Bid to be submitted online and in hard copy; Financial Bid online only; and confirm whether notarized hard copies must exactly mirror the e-uploaded files.	Page: 15 Clause: 1.3 The hardcopy of technical bid must be submitted on or before 29.10.2025 at 16.00 hrs., wherein the project name and site should be clearly mentioned as Technical Bid for development, design, finance, construction, operation, maintenance and transfer of Agri- Tech Smart Farm (ATSF) at Semiliguda/ Sukinda/ Sakhigopal/	No change. Please refer to part C (PREPARATION AND SUBMISSION OF BIDS) of the RFP and clause 1.2 (Brief description of bidding process).

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		Chakuli Farm (s) on PPP basis" and shall clearly indicate the name and address of the Bidder.	
24.	Kindly confirm that only Technical Bids scoring $\geq 60/100$ will have Financial Bids opened; request the detailed rubric for the 30-mark Development Plan presentation (innovation, methodology, construction timeline, financing plan, KPIs).	Page: 31 Clause: 2.2.4 - Proposed innovation (Including but not limited to innovation in climate smart agriculture technologies, precision agriculture, agriculture financing, value addition, etc.) – 7 marks - Approach and methodology – 7 marks - Timetable for construction – 6 marks - Service Level Requirements/ KPIs proposed – 5 marks - Financing Plan – 5 marks	No change. Please refer to clause 2.4.4 (technical marks) of the RFP.
25.	Request the official template, word/page limits, and evidentiary expectations for the 5-mark case study component.	-	No change. Please abide by the instruction for the file size as given on the https://tendersodisha.gov.in/nicgep/app website.
26.	Please confirm acceptance of a single combined Bid Security instrument for multiple sites, aggregate value for Semiliguda + Sakhigopal, required validity (including claim period), and acceptable instruments.	-	The RFP for each site/ project has been uploaded separately on the tender portal. Therefore, the bid security will also be separate.

   

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27.	Kindly reconfirm maximum three members per consortium; equity thresholds(Lead $\geq 26\%$; each experience-contributing member $\geq 26\%$ and $\geq 5\%$ of Total Project Cost); collective $\geq 51\%$ holding till second anniversary of COD of Mandatory Capital Works; and post lock-in transfer conditions.	-	No change. RFP conditions will prevail.
28.	Please share exact formats for Power of Attorney and Joint Bidding Agreement (Appendices), execution requirements (stamp duty, notarization, legalization), and acceptability of digitally signed copies with notarized hard copies.	-	No change. Please refer to Appendix III, IV and V of the RFP.
29.	Confirm whether multiple site awards to the same consortium are permissible and that separate SPVs and Concession Agreements are mandatory per site.	-	No change. Subject to fulfillment of the eligibility conditions and other terms of the RFP one bidder can be awarded more than one site. Further, distinct SPV in respect of each site/ project needs to be incorporated.
30.	Site-Specific Clarifications – Semiliguda (Koraput) Kindly indicate preferred crop baskets and demonstration themes (e.g., millets, pulses, turmeric/spices, tribal livelihood integration), as well as annual targets for farmer outreach and training man-days.	-	No change. RFP conditions will prevail.
31.	Site-Specific Clarifications – Semiliguda (Koraput) Please share water source reliability, micro-irrigation feasibility, and any ongoing watershed/lift irrigation works integrated with the site.	-	No change. Please refer to clause 2.5 of RFP which is as follows. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, demand, location, surroundings, climate, availability of power,

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			water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.
32.	Site-Specific Clarifications – Sakhigopal (Puri) Kindly confirm connectivity to major roads and proximity to powersubstations and advise on any salinity or coastal constraints affecting protected cultivation specifications.	-	No change. Please refer to clause 2.5 of RFP which is as follows. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, demand, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.
33.	Site-Specific Clarifications – Sakhigopal (Puri) Please indicate expectations for agro-tourism programming given tourism flows in Puri (e.g., farm-to-table, cultural trails) and whether visitor number targets are linked to SLRs.	-	No change. RFP conditions will prevail.
34.	We would like to kindly request you to allow EMD exemption for our organization, as we are registered under	-	No change. RFP conditions shall prevail.

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	the MSME category.		
35.	Please let us know if a startup is exempted from EMD	-	No change. RFP conditions shall prevail.
36.	Whether bidders are required to participate under a Joint Venture (JV) structure or if participation as a Consortium is also acceptable under the terms of the tender. If both options are permissible, we would appreciate guidance on the specific documentation requirements and eligibility criteria applicable to each.	-	No change. Please refer to the RFP including clause 2.1.15 with respect to participation as a consortium of entities.
37.	We would like to kindly request you to allow EMD exemption for our organization, as we are registered under the MSME category.	-	No change. RFP conditions shall prevail.
38.	Extension of timeline for submission of bid	Page: 15 Clause: 1.3 Last date of bid submission is 24.10.2025	The last of bid submission is extended till 31.10.2025

Approved

SL
17/10/25

Director of Agriculture
& Food Production (O)

Signature