

**CORRIGENDUM V**

**REQUEST FOR PROPOSAL Dt:01.02.2022 FOR DEVELOPMENT OF DISTRICT COOLING SYSTEM (DCS) FOR ZONE-3 AREA WITHIN HYDERABAD PHARMA CITY (HPC), TELANGANA ON PUBLIC PRIVATE PARTNERSHIP (PPP) MODE**

**Ref: RFP no. 002/TSIIC/HPC/2021-22 dated 01.02.2022**

<b>Sl. No.</b>	<b>Clause Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b>
1.	21.1.1 of Volume 3: Concession Agreement Page 85	(b) Cooling Services are provided as per the District Cooling Plant design and requirement as firmed up under the Customer Cooling Service Agreement (an agreement signed between the Concessionaire and Users towards provision of the uninterrupted Cooling Services) (major terms & conditions are detailed out in Schedule S)	The following is added after 21.1.1(e) (f) the Concessionaire is required to approve a Master Customer Cooling Services Agreement from the Authority. (major terms & conditions are detailed out in Schedule S). At any time, a change in this Master Customer Cooling Services Agreement may be approved by the Tariff Committee.
2.	Schedule R: of Volume 3: Concession Agreement Page 280	Schedule R: Charter of the Tariff Committee	The following is added in the Charter of the Tariff Committee in Schedule R <ul style="list-style-type: none"> <li>To make changes in the Master Customer Cooling Service Agreements</li> </ul>
3.	32.2.1 of Volume 3: Concession Agreement	The Performance Security has been encashed and appropriated in accordance with Article 9.2 or Article 9.2 A and the Concessionaire fails to replenish Performance Security within a Cure Period of [15 (fifteen)] days;	The Performance Security has been encashed and appropriated in accordance with Article 9.2 and the Concessionaire fails to replenish Performance Security within a Cure Period of [15 (fifteen)] days;
4.	Definitions in Concession Agreement	<b>"Average Daily Gross Revenue"</b> shall mean the average daily Gross Revenue determined upon division of the annual Gross Revenue of the preceding Accounting Year by 365 (three hundred and sixty five), and increasing the quotient thereof by [5% (five per cent)]; provided that the Average Daily Gross Revenue for any period prior to completion of the first Accounting Year following [Project COD] shall be simple average of the Gross Revenue realised with respect to every day during the period between [Project COD] and the last day of the month preceding the date on which the event requiring calculation hereof occurred;	<b>"Revenue" or Average Daily Gross Revenue"</b> shall mean the average daily Gross Revenue determined upon division of the annual Gross Revenue of the preceding Accounting Year by 365 (three hundred and sixty five), and increasing the quotient thereof by [5% (five per cent)]; provided that the Average Daily Gross Revenue for any period prior to completion of the first Accounting Year following [Project COD] shall be simple average of the Gross Revenue realised with respect to every day during the period between [Project COD] and the last day of the month preceding the date on which the event requiring calculation hereof occurred;
5.	Concession Agreement Clause no. 32.8	<b>EARLY CLOSURE</b> 32.8.1 The Authority reserves the right to terminate the Project at any time and at its discretion (the " <b>Early Closure</b> ") by issuing a Termination Notice, provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue the Termination Notice at least 90 days in advance. The Authority will grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is	32.8.1 The Authority reserves the right to terminate the Project at any time <b>prior to the Financial Close of the first 2,500 TR</b> at its discretion (the " <b>Early Closure</b> ") by issuing a Termination Notice, provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue the Termination Notice at least 90 days in advance. The Authority will grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is

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<b>Sl. No.</b>	<b>Clause Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b>
		in receipt of such representation, issue the Termination Notice.	in receipt of such representation, issue the Termination Notice.
6.	35.5.1(f)	The Mortgaged Deed shall expire and cease to have any fore or effect upon the earlier of (i) repayment of Debt Due by the Concessionaire and (ii) the [20th (twentieth) anniversary] of Project COD.	The Mortgaged Deed shall expire and cease to have any fore or effect upon the earlier of (i) repayment of Debt Due by the Concessionaire and (ii) the [30th (thirtieth) anniversary] of Project COD.
7.	Clause 30.2 Volume 3: Concession Agreement Page 116	Subject to the provisions of Article 30.4, in the event of the Authority being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within [30 (thirty)] days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss on account of Revenues from Cooling Services and all incomes derived or collected by it from or on account of the Project Facilities and Associated Services, debt repayment obligations, or other consequential losses, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant.	Subject to the provisions of Article 30.4, in the event of the Authority being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within [30 (thirty)] days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement; For avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss on account of Revenues from Cooling Services and all incomes derived or collected by it from or on account of the Project Facilities and Associated Services, debt repayment obligations, or other consequential losses, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant; provided that no such compensation shall be payable under this Clause 30.2 for any Material Breach or default in respect of which Damages have been expressly specified in this Agreement or for a Tariff Revision is proposed.
8.	Clause 25 Volume 3: Concession Agreement	New Clause added	new Clause 25.3 (d) is be added as follows:  (d) Dispute Resolution  Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation

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<b>Sl. No.</b>	<b>Clause Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b>
			to this Article 25.3 (including the determination and revision of tariff for Cooling Services) between the Parties, the same shall be resolved in accordance with the provisions of Article 39 of this Agreement.
9.	Clause 1.1.3 Volume 1: Table, Sl. No. 5	New Clause added	Scope of the Project: (before note) <ul style="list-style-type: none"><li>Any activity as necessary for fulfilling the successful development and operation &amp; maintenance of District Cooling Services.</li></ul>
10.	Clause 2.1 – Scope of the project Volume 3;	New Clause added	2.1 Scope of the Project (a) (j) Any activity as necessary for fulfilling the successful development and operation & maintenance of District Cooling Services.
11.	Volume-3: Draft Concession Agreement (Page 28) 4.3. Approval of DPR	The Concessionaire shall submit the DPR to the Authority within 45 (forty-five) days and 90 (ninety) days of the Effective Date...	The clause is amended as below:  The Concessionaire shall submit the DPR to the Authority within 45 (forty-five) days and satisfy all the conditions precedence within 120 (One Hundred twenty) days of effective date.
12.	RFP volume 1 Sr. no.1.3 Page 27 & Corrigendum II Sr.no. 39 & Corrigendum III, IV	Schedule of Bidding Process  Bid Due Date: Before 1600 hrs on 02.07.2022	Schedule of Bidding process  Bid Due Date: before 1600 hrs on 30.07.2022

**Sd/-**

**CHIEF ENGINEER**