

**Corrigendum 2**

S.No	RFP Reference	Original Clause				Revised Clause																								
1.	Volume 2: Page 6, Table 2: Modular Development of DCS	<table border="1"> <thead> <tr> <th>Module</th> <th>Plant Capacity (TR)</th> <th>Stipulation for Capacity augmentation of current module</th> <th>Stipulation for development of next module/</th> </tr> </thead> <tbody> <tr> <td>Module 1</td> <td>25,000</td> <td>100 % utilization of installed plant capacity sub-module (2,500 TR or any incremental capacity thereafter) for a continuous period of 6 months from COD*</td> <td>100 % utilization of entire Module 1 (25,000 TR Capacity) for a continuous period of 6 months</td> </tr> <tr> <td>Module 2</td> <td>25,000</td> <td>100 % utilization of installed plant capacity sub-module (any incremental capacity added in Module 2) for a continuous period of 6 months from COD of Module 1 or part</td> <td>100 % utilization of entire Module 1 &amp; Module 2 (50,000 TR Capacity) for a continuous period of 6 months</td> </tr> <tr> <td>Module 3</td> <td>25,000</td> <td>100 % utilization of installed plant capacity sub-module (any incremental capacity added in Module 3) for a continuous period of 6 months from COD of Module 2 or part</td> <td>100 % utilization of entire Module 1, Module 2 &amp; Module 3 (75,000 TR Capacity) for a continuous period of 6 months</td> </tr> <tr> <td>Module 4</td> <td>25,000</td> <td>100 % utilization of installed plant capacity sub-module (any incremental capacity added in Module 4) for a continuous period of 6 months from COD of Module 3 or part</td> <td>100 % utilization of entire Module 1, Module 2, Module 3 &amp; Module 4 (1,00,000 TR Capacity) for a continuous period of 6 months</td> </tr> <tr> <td>Module 5</td> <td>25,000</td> <td>100 % utilization of installed plant capacity sub-module (any incremental capacity added in Module 5)</td> <td>NA</td> </tr> </tbody> </table>	Module	Plant Capacity (TR)	Stipulation for Capacity augmentation of current module	Stipulation for development of next module/	Module 1	25,000	100 % utilization of installed plant capacity sub-module (2,500 TR or any incremental capacity thereafter) for a continuous period of 6 months from COD*	100 % utilization of entire Module 1 (25,000 TR Capacity) for a continuous period of 6 months	Module 2	25,000	100 % utilization of installed plant capacity sub-module (any incremental capacity added in Module 2) for a continuous period of 6 months from COD of Module 1 or part	100 % utilization of entire Module 1 & Module 2 (50,000 TR Capacity) for a continuous period of 6 months	Module 3	25,000	100 % utilization of installed plant capacity sub-module (any incremental capacity added in Module 3) for a continuous period of 6 months from COD of Module 2 or part	100 % utilization of entire Module 1, Module 2 & Module 3 (75,000 TR Capacity) for a continuous period of 6 months	Module 4	25,000	100 % utilization of installed plant capacity sub-module (any incremental capacity added in Module 4) for a continuous period of 6 months from COD of Module 3 or part	100 % utilization of entire Module 1, Module 2, Module 3 & Module 4 (1,00,000 TR Capacity) for a continuous period of 6 months	Module 5	25,000	100 % utilization of installed plant capacity sub-module (any incremental capacity added in Module 5)	NA	Table 2 should be replaced with the table detailed out at page 220 of Volume 3			
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**Development of District Cooling System (DCS) for Zone-3 area within Hyderabad Pharma City, Telangana on PPP mode**

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2.	Multiple places in the RFP (Volume 1, Page 5, Volume 2 Table 2 Page 6, Volume 3 , Page 183, Page 220)	<b>Module</b>	<b>Plant Installed capacity (TR)</b>	<b>Stipulation for Capacity augmentation of current module</b>	<b>Stipulation for Capacity augmentation of next module</b>	<b>Module</b>	<b>Plant Installed capacity (TR)</b>	<b>Stipulation for Capacity augmentation of current module</b>	<b>Stipulation for Capacity augmentation of next module</b>
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		<p>*COD: Commercial Operations Date or date of Start of Operations.</p> <ul style="list-style-type: none"> <li>The District Cooling Plants (DCP) for production of chilled water can be developed at plots designated as DCP-5, DCP-6, DCP-7, DCP-8 and DCP-9 in the Pharma City Zone-3 Master Plan (Refer Schedule A).</li> <li>The trigger for the initiating development of the full or part of the Module shall be as per the utilisation of the existing installed capacity of the module / Phase whatever</li> </ul>					<p>*COD: Commercial Operations Date or date of Start of Operations.</p> <ul style="list-style-type: none"> <li>The District Cooling Plants (DCP) for production of chilled water can be developed at plots designated as DCP-5, DCP-6, DCP-7, DCP-8 and DCP-9 in the Pharma City Zone-3 Master Plan (Refer Schedule A).</li> <li>The trigger for the initiating development of the full or part of the Module shall be as per the utilisation of the existing installed capacity of the module / Phase whatever the case may be. So if the first 2500 TR module</li> </ul>		

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		<p>the case may be. So if the first 2500 TR module is continuously utilized for a period upto 90% for a continuous period of 6 months, the Concessionaire is required to initiate development of next module. If the entire capacity of 25,000 TR is being utilized over 90% for a continuous period of 6 Months, the Concessionaire is require to initiate development of Module 2 and so on.</p> <ul style="list-style-type: none"> <li>• It is to be clarified that the Additional Development Obligation may be undertaken by the Concessionaire at any time between the Execution Date and Five years before the expiry of Concession Period.</li> </ul>	<p>is continuously utilized for a period upto 90% for a continuous period of 6 months, the Concessionaire is required to initiate development of next module. If the entire capacity of 25,000 TR is being utilized over 90% for a continuous period of 6 Months, the Concessionaire is required to initiate development of Module 2 and so on.</p> <ul style="list-style-type: none"> <li>• The maximum capacity of any module is assumed to be 25,000 TR at each location and maximum capacity of 1,25,000 TR spread across five locations. The Bidder is free to initiate multiple modules/ part of the modules at any location as per end-users location, optimum network requirements, capacity at each DCP plant etc.</li> <li>• It is further clarified that for the development of initial capacity of 2,500 TR, the Bidder is free to activate any DCP plot as per the allotments by TSIIC / location of the potential customers.</li> <li>• For example if the Bidder initiates first 2,500 TR module at DCP-6 and also initiates additional 2,500 TR module at DCP 9. Hence the Mandatory obligation to initiate the next module/ part of the module is applicable on achieving the 90% of the existing capacity</li> </ul>

**Development of District Cooling System (DCS) for Zone-3 area within Hyderabad Pharma City, Telangana on PPP mode**

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			<p>(module or part) of 5,000 TR and the same may be developed at any of the five stipulated locations and so on.</p> <ul style="list-style-type: none"> <li>It is to be clarified that the Additional Development Obligation may be undertaken by the Concessionaire at any time between the Execution Date and Five years before the expiry of Concession Period.</li> </ul>
3.	RFP volume 1 , GLOSSARY, page iv	Grant As defined in Clause 1.2.6 (a)	Deleted
4.	RFP volume 1, 1.1.3 Point no. 27., Page no. 20	In case of the receipt of Grant from Government of India, the % tariff reduction shall be applicable on the Demand Guarantee by HPCL/ TSIIC.	Deleted
5.	RFP Volume 1, 1.2.6 (c), Page 26,	(c) The Developer (SPC) may be paid a Capital grant (the "Grant") for the Project by the Authority as per the disbursal from Department of Pharmaceuticals/ Government of Telangana.	Deleted
6.	RFP VOLUME 2, Page 15	Raw water reservoir will be sized for <del>20 days</del> requirement to take care of any breakdown of the raw water pipeline or any annual maintenance requirement at source of raw water. The reservoir size can be reduced if adequate standby arrangement is in place. The raw water reservoir shall be sized for the ultimate capacity of the DCP.	Raw water reservoir will be sized for <b>2 days</b> requirement to take care of any breakdown of the raw water pipeline or any annual maintenance requirement at source of raw water. The reservoir size can be reduced if adequate standby arrangement is in place. The raw water reservoir shall be sized for the ultimate capacity of the DCP.

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7.	RFP, ANNEXURE 1 to VOLUME 2, Page 42 q. Transformer Losses and Evaluation of Bid	<p><b>Transformer Losses and Evaluation of Bid</b></p> <ul style="list-style-type: none"> <li>• The quoted losses shall be considered as maximum, without any positive tolerance. The bidders are, however, at liberty to quote the guaranteed losses. The evaluation of the offer shall be done on basis of maximum guaranteed loss.</li> <li>• The manufacture shall state separately no load, load and Auxiliary losses at rated frequency &amp; voltage and load losses corresponding to OFAF rating (at full load at 75 deg.C) for fair comparison of difference of losses.</li> <li>• In case of any order, if the figure/s of losses during test are found, higher than the figures guaranteed for maximum losses without any positive tolerance on individual components of losses, the TSIIC/TSTRANSCO will have right to exercise one of the following options: <ul style="list-style-type: none"> <li>i. Reject the complete lot</li> <li>ii. Penalty shall be recovered from the Bidder at double the loss rate as per TSTRANSCO norms. (The contractor shall have to inquire &amp; take confirmation on losses &amp; penalties during bidding stage)</li> </ul> </li> </ul>	Deleted

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		<p>iii. The purchaser reserves the right to reject any transformer, if during tests at supplier's works, the tested no load losses and total losses, exceed the corresponding maximum guaranteed values. iv. The purchaser reserves the right to test any one transformer from each lot offered for inspection/supply in any independent laboratory of national repute for the purpose of testing the no load and load losses. The entire expenses for the same shall be borne by the firm and results obtained shall be considered and applicable in all the supplies.</p>	
8.	<p>RFP Volume 1 (Page 14) Tariff Mechanism ; RFP Volume 1 (Page 57) 3.10 Tariff Mechanism (A) Fixed Charges ; RFP Volume 3 (Page 96) 25.2.1 ;</p>	<p>Fixed Charges to paid by the <del>developer</del> / end user for the contracted capacity (TR Capacity) on monthly basis</p>	<p>Fixed Charges to paid by the end user for the contracted capacity (TR Capacity) on monthly basis</p>

<b>S.No</b>	<b>RFP Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b>																																				
9.	Volume 3, Draft Concession Agreement, 10.3.6 (page 53 ) & SCHEDULE P. Land Lease Agreement: 2.2.3 (page 265) of Volume 3	<p>10.3.6 TSIIC has reserved ___acres of land for the Project Site. Concessionaire shall be allotted land for construction of the project facilities in accordance with the following schedule:</p> <table border="1"> <thead> <tr> <th><b>Module</b></th> <th><b>Installed Capacity</b></th> <th><b>Land Reserved</b></th> </tr> </thead> <tbody> <tr> <td>Module 1</td> <td>25,000 TR</td> <td>___ Acres (Part A)</td> </tr> <tr> <td>Module 2</td> <td>25,000 TR</td> <td>___ Acres (Part B)</td> </tr> <tr> <td>Module 3</td> <td>25,000 TR</td> <td>___ Acres (Part C)</td> </tr> <tr> <td>Module 4</td> <td>25,000 TR</td> <td>___ Acres (Part D)</td> </tr> <tr> <td>Module 5</td> <td>25,000 TR</td> <td>___ Acres (Part E)</td> </tr> </tbody> </table>	<b>Module</b>	<b>Installed Capacity</b>	<b>Land Reserved</b>	Module 1	25,000 TR	___ Acres (Part A)	Module 2	25,000 TR	___ Acres (Part B)	Module 3	25,000 TR	___ Acres (Part C)	Module 4	25,000 TR	___ Acres (Part D)	Module 5	25,000 TR	___ Acres (Part E)	<p>Revised table:</p> <table border="1"> <thead> <tr> <th><b>DCP</b></th> <th><b>Installed Capacity</b></th> <th><b>Land Reserved</b></th> </tr> </thead> <tbody> <tr> <td>DCP 5</td> <td>25,000 TR</td> <td>2.39 Acres (Part A)</td> </tr> <tr> <td>DCP 6</td> <td>25,000 TR</td> <td>2.56 Acres (Part B)</td> </tr> <tr> <td>DCP 7</td> <td>25,000 TR</td> <td>2.37 Acres (Part C)</td> </tr> <tr> <td>DCP 8</td> <td>25,000 TR</td> <td>1.88 Acres (Part D)</td> </tr> <tr> <td>DCP 9</td> <td>25,000 TR</td> <td>2.14 Acres (Part E)</td> </tr> </tbody> </table>	<b>DCP</b>	<b>Installed Capacity</b>	<b>Land Reserved</b>	DCP 5	25,000 TR	2.39 Acres (Part A)	DCP 6	25,000 TR	2.56 Acres (Part B)	DCP 7	25,000 TR	2.37 Acres (Part C)	DCP 8	25,000 TR	1.88 Acres (Part D)	DCP 9	25,000 TR	2.14 Acres (Part E)
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10.	Volume-3: Draft Concession Agreement (Page 25) Article 4.1.1	<p><b>4.1.1.</b> Save and except as expressly provided in Articles 4, 7, 8, 9, 10, 11, 16, 23, 26, 29, 35, 36, 38, 41, 42, 43 and any related Schedules, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Article 4.1 (the "Conditions Precedent"). Provided, however, that a Party may grant waiver from satisfaction of any</p>	<p><b>4.1.1.</b> Save and except as expressly provided in Articles 4, 7, 8, 9, 10, 11, 16, 23, 26, 29, 35, 36, 38, 41, 42, 43 and any related Schedules, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Article 4.1 (the "Conditions Precedent"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in</p>																																				

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		Condition Precedent by the other Party in accordance with the provisions of Clauses 4.1.2 or 4.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Clause 4.1.1.	accordance with the provisions of Clauses 4.1.2 or 4.2.1, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Clause 4.1.1.
11.	Volume-3: Draft Concession Agreement. Page 27 4.2. Conditions Precedent for Concessionaire	(k) prepared, submitted and get approved by the Authority, a detailed project report ("DPR") including Detailed Design & Drawings of Project in accordance with this Clause 4.2.1(n)	(k) prepared, submitted and get approved by the Authority, a detailed project report ("DPR") including Detailed Design & Drawings of Project in accordance with this Clause 4.2.1(j)
12.	Volume-3: Draft Concession Agreement	Art. 39.2 Conciliation  .....If such meeting does not take place within the [15 (fifteen)] day period or the Dispute is not amicably settled within [21 (fifteen)] days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within [30 (thirty)].....	Art. 39.2 Conciliation  .....If such meeting does not take place within the [15 (fifteen)] days period or the Dispute is not amicably settled within [21 (twenty one)] days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within [30 (thirty)].....
13.	Volume-3: Draft Concession Agreement, Page 168.	<b>"Government Instrumentality"</b> shall mean any department, division or sub-division of the Government of India or the Government of Telangana and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or	<b>"Government"</b> or <b>"Government Instrumentality"</b> shall mean any department, division or sub-division of the Government of India or the Government of Telangana and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of



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		the Government of Telangana, as the case may be, and having jurisdiction over the Project Facilities or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;	India or the Government of Telangana, as the case may be, and having jurisdiction over the Project Facilities or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;
14.	SCHEDULE P.- Land Lease Agreement, 1.1 Definitions (Page 264)	<b>"Applicable Permits"</b> means all clearances, permits, authorizations, consents, and approvals required to be obtained or maintained under Applicable Laws in connection with the Site for CETP Project during the subsistence of the Land Lease Agreement.	<b>"Applicable Permits"</b> means all clearances, permits, authorizations, consents, and approvals required to be obtained or maintained under Applicable Laws in connection with the Site for DCS Project during the subsistence of the Land Lease Agreement.
15.		<b>"Effective Date"</b> shall have the meaning the date of signing of this Land Lease Agreement.	<b>"Effective Date"</b> shall have the meaning set forth in Clause 2.1.1.
16.		<b>"Project Site"</b> shall have the meaning set forth in Article 44 of the Concession Agreement;	<b>"Project Site"</b> shall have the meaning set forth in Article 45 of the Concession Agreement;
17.	SCHEDULE P.- Land Lease Agreement	<b>Clause 3</b> .....For the purpose of clarity the Parties confirm that the Appointed Date is as per Clause 44.1 of the Concession Agreement....	<b>Clause 3</b> .....For the purpose of clarity the Parties confirm that the Appointed Date is as per Clause 45.1 of the Concession Agreement....
18.	SCHEDULE P.- Land Lease Agreement	<b>Clause 6.4</b> The Lessee shall have the right to determine this Land Lease Agreement on account of the occurrence of any of the following events: (a) any material breach of the terms and conditions of the Land Lease Agreement by the Lessor, which material breach is not remedied by	<b>Clause 6.4</b> The Lessee shall have the right to determine this Land Lease Agreement on account of the occurrence of any of the following events: (a) any material breach of the terms and conditions of the Land Lease Agreement by the Lessor, which material breach is not remedied by the Lessor within

S.No	RFP Reference	Original Clause	Revised Clause
		the Lessor within 90 (ninety) days of receipt of notice regarding such breach; or (b) any interference with the peaceful possession of the Project Site by the Lessor due to which the Lessee is not able to carry on its business for a continuous period of 60 (sixty) days or more, which interference is not rectified by the Lessor within a period of 60 (sixty) days from the date on which the Lessee notifies the same to the Lessor.	90 (ninety) days of receipt of notice regarding such breach; or (b) any interference with the peaceful possession of the Project Site by the Lessor due to which the Lessee is not able to carry on its business for a continuous period of 60 (sixty) days or more, which interference is not rectified by the Lessor within a period of 60 (sixty) days from the date on which the Lessee notifies the same to the Lessor Or (c) any default of the Lessor under the Concession Agreement which entitles the Lessee to leave the Project Site.
19.	SCHEDULE P.- Land Lease Agreement	<b>Clause 7</b> (g) The Lessor shall not create any Encumbrances on the Project Site or otherwise part with or alienate any of its rights, title, or interest in or to Project Site except as provided in Clause 8 of this Land Lease Agreement.	<b>Clause 7 (g)</b> The Lessor shall not create any Encumbrances on the Project Site or otherwise part with or alienate any of its rights, title, or interest in or to Project Site.
20.	SCHEDULE P.- Land Lease Agreement	<b>Clause 9 (k)</b> it shall take all necessary care to keep the premises neat and clean and in sanitary conditions consistent with the environment and cleanliness in accordance with Clause 19.12 of the Concession Agreement.	<b>Clause 9 (k)</b> it shall take all necessary care to keep the premises neat and clean and in sanitary conditions consistent with the environment and cleanliness in accordance with Clause 17.1.2 of the Concession Agreement.

<b>S.No</b>	<b>RFP Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b>				
21.	Page 28 Volume 2	IEC 61439-5	<p>In addition to the earlier standards please Follow IEC 61439 -1 and 61439 -2</p> <table border="1"> <tr> <td>IEC 61439-1</td> <td>Low-voltage switchgear and control gear assemblies - Part 1: General rules</td> </tr> <tr> <td>IEC 61439-2</td> <td>standard The reference for safe and reliable LV switchboards</td> </tr> </table>	IEC 61439-1	Low-voltage switchgear and control gear assemblies - Part 1: General rules	IEC 61439-2	standard The reference for safe and reliable LV switchboards
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IEC 61439-2	standard The reference for safe and reliable LV switchboards						
22.	Volume-3: Draft Concession Agreement (Page 112)	Art. 29.5.1: Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:	Art. 29.5.1: Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party <b><u>within a reasonable time (not more than 15 days)</u></b> . Any notice pursuant hereto shall include full particulars of:...				
23.	Volume-3: Draft Concession Agreement (Page 112)	Art. 29.5.2: The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than <del>{7 (seven)}</del> days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on performance of its obligations under this Agreement.	Art. 29.5.2: Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than <b>[15 (fifteen)]</b> days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on performance of its obligations under this Agreement.				

**Development of District Cooling System (DCS) for Zone-3 area within Hyderabad Pharma City, Telangana on PPP mode**

<b>S.No</b>	<b>RFP Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b>
24.	RFP Volume 1 (Page 16) 19. Financial Bid	In additional to this, Bidder is also required to mention kWh/TR and same shall be used for internal benchmarking and evaluation purpose	Deleted
25.	RFP Volume 1 Page 98 Sr no. 8	We further confirm that our average power utilization is ____kWh/TR and same shall be used for internal benchmarking and evaluation purpose.	Deleted
26.	RFP Volume 1 (Page 17) 22. Cost of Utilities provided by HPCL and Volume-3: Draft Concession Agreement	5.12. OBLIGATIONS RELATING TO TAXES The Concessionaire shall pay, at all times during the subsistence of this Agreement, all Taxes, levies, duties, cesses and all other statutory charges payable in respect of the Project Facilities. <del>Provided, however, that all payments made by the Concessionaire with respect to GST levied on or in respect of any services provided by the Concessionaire to the Authority for and in respect of the Project Facilities shall be paid by the Authority upon receipt of particulars thereof.</del>	5.12. OBLIGATIONS RELATING TO TAXES The Concessionaire shall pay, at all times during the subsistence of this Agreement, all Taxes, levies, duties, cesses and all other statutory charges payable in respect of the Project Facilities.
27.	Volume-3: Draft Concession Agreement, Clause 4.2.1 Page 28	Clause 4.2.1: After (xiii) Provided that upon request in writing by the Concessionaire, the Authority may, in its sole discretion, waive fully or partially any or all the Conditions Precedent set forth in this Section 4.2.1.	Clause 4.2.1: After (xiii) Provided that upon request in writing by the Concessionaire, the Authority may, in its sole discretion, waive fully or partially any or all the Conditions Precedent set forth in this Section 4.2.1.

S.No	RFP Reference	Original Clause	Revised Clause
		For the avoidance of doubt, the Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.	
28.	SCHEDULE P.- Land Lease Agreement of Volume 3; Draft Concession Agreement Page 271	Clause 9 (k) it shall take all necessary care to keep the premises neat and clean and in sanitary conditions consistent with the environment and cleanliness in accordance with Clause 19.12 of the Concession Agreement.	Clause 9 (k) it shall take all necessary care to keep the premises neat and clean and in sanitary conditions consistent with the environment and cleanliness of the Project Facilities.
29.	Volume-3: Draft Concession Agreement, Section 23: FINANCIAL CLOSE	<b>Clause:23.1.2</b> Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire covenants with the Authority that it shall achieve Financial Close within [120 (one hundred and twenty)] days from the Execution Date. If the Concessionaire shall fail to achieve Financial Close within the said [120 (one hundred and twenty)] days period, the Concessionaire shall be entitled to a further period of [60 (sixty)] days, subject an advance weekly payment by the Concessionaire to the Authority of [Rs. 100,000 (Rupees one lakh)] per week or part thereof as Damages for any delay beyond the said [120 (one hundred and twenty)] day period. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement and Land Lease Agreement	

S.No	RFP Reference	Original Clause	Revised Clause																																				
		forthwith, without being liable in any manner whatsoever to the Concessionaire, if the Concessionaire fails to pay in advance the Damages to the Authority under and in accordance with this Sub-Article.																																					
30.	<p>At 3 places in RFP</p> <p>1. RFP, Vol 1, Page 17, Sr No 16, Financial Bid, <b>Note 2<sup>nd</sup> bullet:</b></p> <p>2. RFP, Volume 1, Page 59, 3.11.1, <b>Note 2<sup>nd</sup> bullet:</b></p> <p><b>And</b></p> <p>3. RFP, Volume 1, Page 98, Financial Bid Sr no. 7 Table and note</p>	<p><b>Note</b></p> <p><b>2<sup>nd</sup> Bullet:</b> The bidders are also required to provide breakup of Variable Charges in % the table below separately. These % shall be considered for taking up by the Tariff Committee for revision in Variable Charges.</p> <table border="1"> <thead> <tr> <th>Sr No.</th> <th>Constituent of Variable Charges</th> <th>% of Variable Charges</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Replacement Costs</td> <td>1 % (one Percent)</td> </tr> <tr> <td>2</td> <td>Electricity Charges</td> <td>___%</td> </tr> <tr> <td>3</td> <td>Other Variable Charges</td> <td>___%</td> </tr> <tr> <td>4</td> <td>Variable Charges</td> <td>100% (sum of 1, 2 &amp; 3)</td> </tr> </tbody> </table>	Sr No.	Constituent of Variable Charges	% of Variable Charges	1	Replacement Costs	1 % (one Percent)	2	Electricity Charges	___%	3	Other Variable Charges	___%	4	Variable Charges	100% (sum of 1, 2 & 3)	<p><b>Note:</b> The bidders are also required to provide breakup of Variable Charges in % the table below separately. These % shall be considered for taking up by the Tariff Committee for revision in Variable Charges.</p> <table border="1"> <thead> <tr> <th>Sr No.</th> <th>Constituent of Variable Charges</th> <th>% of Variable Charges</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Replacement Costs</td> <td>1 % (one Percent)</td> </tr> <tr> <td>2</td> <td><b>Duct utilization Charges / ROW charges</b></td> <td><b>1 % (one Percent)</b></td> </tr> <tr> <td>3</td> <td>Electricity Charges</td> <td>___%</td> </tr> <tr> <td>4</td> <td><b>Water Charges</b></td> <td>___%</td> </tr> <tr> <td>5</td> <td>Other Variable Charges</td> <td>___%</td> </tr> <tr> <td>6</td> <td><b>Variable Charges</b></td> <td><b>100% (sum of 1 to 5)</b></td> </tr> </tbody> </table>	Sr No.	Constituent of Variable Charges	% of Variable Charges	1	Replacement Costs	1 % (one Percent)	2	<b>Duct utilization Charges / ROW charges</b>	<b>1 % (one Percent)</b>	3	Electricity Charges	___%	4	<b>Water Charges</b>	___%	5	Other Variable Charges	___%	6	<b>Variable Charges</b>	<b>100% (sum of 1 to 5)</b>
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31.	<p>At 3 places in RFP</p> <p>1. RFP, Vol 1, Page 14, Sr No 18, Tariff</p>	<ul style="list-style-type: none"> <li>Replacement Costs and Other Variable Charges shall be escalated at 5 % year on year basis as per the % quoted by the Bidder. While the Electricity Charges shall be</li> </ul>	<ul style="list-style-type: none"> <li>Replacement Costs and Other Variable Charges shall be escalated at 5 % year on year basis as per the % quoted by the Bidder. While the Electricity Charges shall be adjusted as per the</li> </ul>																																				

<b>S.No</b>	<b>RFP Reference</b>	<b>Original Clause</b>		<b>Revised Clause</b>													
	<p>Mechanism / Charges / Fee etc. Variable Charges <b>4<sup>th</sup> bullet:</b></p> <p>2. RFP, Volume 1, Page 58, 3.10.(B) <b>3<sup>rd</sup> bullet:</b></p> <p><b>And</b></p> <p>3. RFP, Volume 3, Page 96, 25.2.2 4<sup>th</sup> bullet</p>	adjusted as per the specific consumption of the electricity and change in the electricity Tariff.		specific consumption of the electricity and change in the electricity Tariff. <b>It is to be clarify that the variation of electricity should be adjusted in the tariff as per the variation in electricity rates while the remaining Variable Charges (after adjusting the electricity and water) shall be escalated at 5% YOY.</b>													
32.	RFP, Vol 1, Page 17, SI No 22, Role of TSIIC	<table border="1"> <thead> <tr> <th><b>Type of Utility</b></th> <th><b>Indicative base rates with 5% escalation on YOY basis</b></th> </tr> </thead> <tbody> <tr> <td>Recycled Water</td> <td>INR 35 / KL*</td> </tr> <tr> <td>Treatment of wastewater (upto 5000 TDS and 5000 .COD)</td> <td>INR 212 / KL*</td> </tr> </tbody> </table>	<b>Type of Utility</b>	<b>Indicative base rates with 5% escalation on YOY basis</b>	Recycled Water	INR 35 / KL*	Treatment of wastewater (upto 5000 TDS and 5000 .COD)	INR 212 / KL*	<table border="1"> <thead> <tr> <th><b>Type of Utility</b></th> <th><b>Indicative base rates with 5% escalation on YOY basis</b></th> </tr> </thead> <tbody> <tr> <td>Recycled Water</td> <td>INR 35 / KL*</td> </tr> <tr> <td>Treatment of wastewater (upto 5000 TDS and 5000 .COD)</td> <td>INR 350 / KL*</td> </tr> </tbody> </table>	<b>Type of Utility</b>	<b>Indicative base rates with 5% escalation on YOY basis</b>	Recycled Water	INR 35 / KL*	Treatment of wastewater (upto 5000 TDS and 5000 .COD)	INR 350 / KL*		
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33.	New Clause	<ul style="list-style-type: none"> <li>Not available</li> </ul>		<ul style="list-style-type: none"> <li>As per the Corrigendum Sr no. 30 and 32, the Tariff Adjustments shall be made in the recycled water being provided by Authority on the lines of Electricity adjustments in the Tariff. <b>It is to be clarify that the variation of electricity</b></li> </ul>													

S.No	RFP Reference	Original Clause	Revised Clause
			<p><b>should be adjusted in the Variable Charges as per the variation in recycled water charges and the remaining Variable Charges (after adjusting the water and electricity) shall be escalated at 5% YOY.</b></p> <ul style="list-style-type: none"> <li>For the change in rates of waste water treatment shall be adjusted within the 5 % adjustments given in Variable Tariff.</li> </ul>
34.	<p>At 2 places in RFP. 1. RFP Volume 1 (Page 22) 36. Operations Performance Security 2. Volume-3: Draft Concession Agreement (Page 48), 9.1 Performance security</p>	<p>9.1.(b) For securing the due and punctual performance of obligations of the Concessionaire, during the Operations Period under the RFP and this Agreement, the Preferred Bidder /Concessionaire shall deliver to the Authority, a Operations Performance Security of <b>Rs. 4,48,00,000/- (Rupees Four Crores Forty Eight Lakh only)</b> (as mentioned in the RFP) favoring the Authority from a Nationalised/ Scheduled Bank (excluding Cooperative Banks), acceptable to the Authority and enforceable and payable in Hyderabad, Telangana (the "Operations Performance Security") and valid from the Commercial Operation Date. The Operation Performance Security shall be valid for three years and a fresh performance security shall be submitted every three years, atleast</p>	<p>9.1(b) For securing the due and punctual performance of obligations of the Concessionaire, during the Operations Period under the RFP and this Agreement, the Preferred Bidder /Concessionaire shall deliver to the Authority, a Operations Performance Security of <b>Rs. 2,68,80,000/- (Rupees Two Crores Sixty Eight Lakh Eighty Thousand only)</b> (as mentioned in the RFP) favoring the Authority from a Nationalised/ Scheduled Bank (excluding Cooperative Banks), acceptable to the Authority and enforceable and payable in Hyderabad, Telangana (the "Operations Performance Security") and valid from the Commercial Operation Date. The Operation Performance Security shall be valid for three years and a fresh performance security shall be submitted every three years, atleast fifteen days prior to the</p>



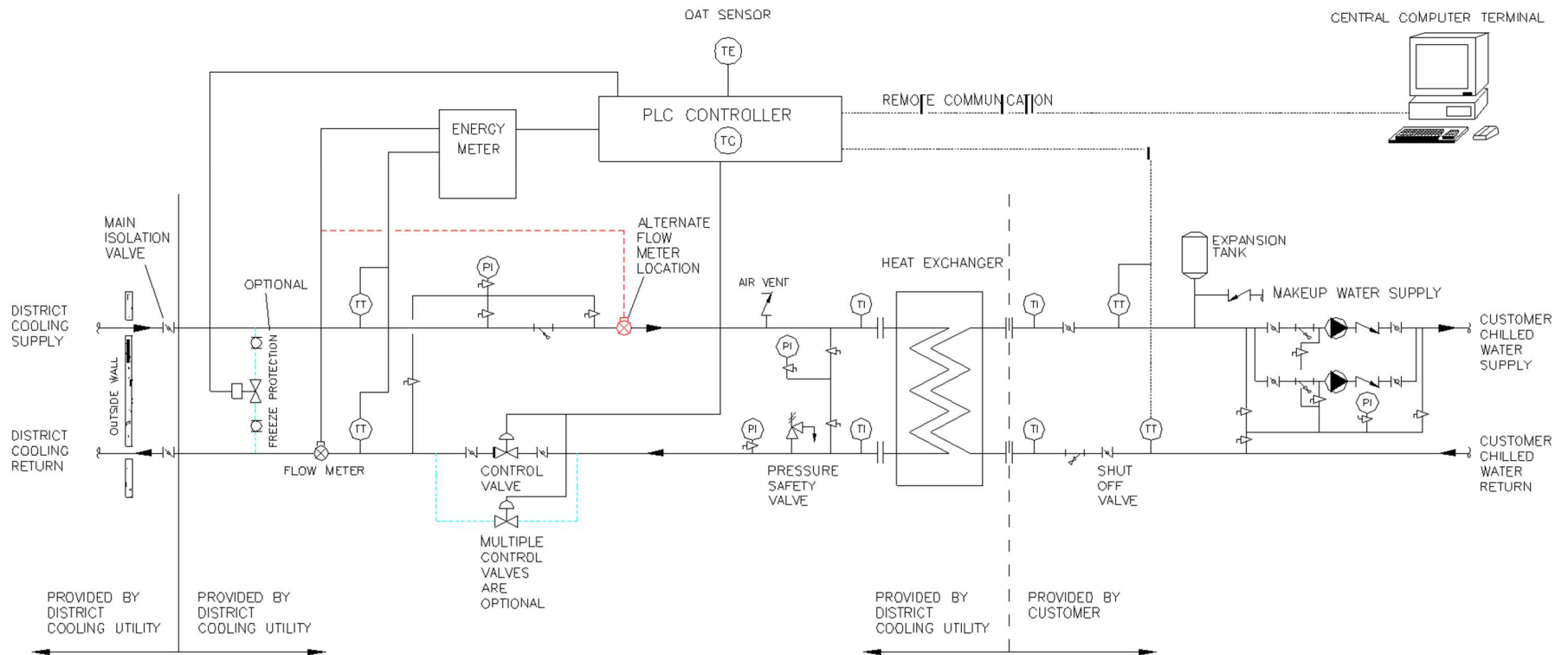
<b>S.No</b>	<b>RFP Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b>
		fifteen days prior to the expiry of the performance security in force, without any notice from TSIIC till the end of Concession Period and until the date of issue of the Vesting Certificate.	<p>expiry of the performance security in force, without any notice from TSIIC till the end of Concession Period and until the date of issue of the Vesting Certificate.</p> <p>The Operations Performance Security shall be 3 % of the estimated Project cost for subsequent modules/ part of the modules.</p>
35.	RFP Volume-3: Draft Concession Agreement (Page 172), Definition of Operations Performance Security	"Operations Performance Security" shall have the meaning as set forth in Article 9.2A;	"Operations Performance Security" shall have the meaning as set forth in Article 9.1 (a);
36.	Volume-3: Draft Concession Agreement (Page 26), Article 4	<b>4.2.1:</b> The Conditions Precedent required to be satisfied by the Concessionaire within a period of [90 (ninety)] days from the Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have:.....	<b>4.2.1:</b> The Conditions Precedent required to be satisfied by the Concessionaire within a period of [120 (One Hundred and Twenty)] days from the Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have:.....
37.	Volume-3: Draft Concession Agreement, Clause 32.8 Early Closure	32.8 Early closure <b>32.8.1</b> The Authority reserves the right to terminate the Project at any time and at its discretion (the "Early Closure") by issuing a Termination Notice, provided that before issuing the Termination Notice, the Authority shall by a	Deleted

S.No	RFP Reference	Original Clause	Revised Clause
		<p>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 in receipt of such representation, issue the Termination Notice.</p> <p><b>32.8.2</b> The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 32.8.1 to inform the Lenders’ Representative.</p>	
38.	Volume-3: Draft Concession Agreement	<p><b>42.9 Entire Agreement</b> This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the</p>	<p><b>42.9 Entire Agreement</b> This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations</p>

<b>S.No</b>	<b>RFP Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b>
		Concessionaire arising from the RFP, shall be deemed to form part of this Agreement, and treated as such.	of either Party arising from the RFP, shall be deemed to form part of this Agreement, and treated as such.
39.	RFP volume 1 Sr no. 1.3 Page 27	Schedule of Bidding Process  Bid Due Date: Before 1600 hrs on 16/03/2022	Schedule of Bidding Process  Bid Due Date: Before 1600 hrs on 12/05/2022
40.	Volume-3: Draft Concession Agreement. Page 27 4.2. Conditions Precedent for Concessionaire	SCHEDULE T. - Typical Layout of Energy Transfer Station	Please see the revised Typical Layout of Energy Transfer Station

**Modified SCHEDULE T. - Typical Layout of Energy Transfer Station**

**Development of District Cooling System (DCS) for Zone-3 area within Hyderabad Pharma City, Telangana on PPP mode**



**LEGEND**

(P)	PRESSURE INDICATOR	□	SOLENOID VALVE
(TT)	TEMPERATURE TRANSMITTER	□	BALL VALVE
(TC)	TEMPERATURE CONTROLLER	≡	BUTTERFLY VALVE
(TI)	TEMPERATURE INDICATOR	∇	NEEDLE VALVE
(TE)	TEMPERATURE ELEMENT	∩	STRAINER
OAT	OUTSIDE AIR TEMPERATURE	⊙	PUMP
		∩	CHECK VALVE