

## Corrigendum III

### Design Supply Installation Commissioning and Operation and Maintenance of 200 TPD LMO Oxygen Generation Plant

S.No.	Clause Reference in RFP	Pre-Bid Query/Clarification sought by Bidder	Responses to the Queries/Corrigendum III
1.	Volume-I: Instruction to Bidders, Last Date & Time for receipt of Bids, Page 5	Schedule of Bidding Process:  Extension requested upto 31 <sup>st</sup> July 2021 for submission of Bid for evaluation of land, air quality, water quality and access to power supply for the proposed plot.	Revised as below.  Last Date & Time for receipt of Bids: 3:00 PM on 30.07.2021 at TSIIC Limited, 6 <sup>th</sup> Floor, Parisrama Bhavan, Fateh Maidan road, Basheerbagh, Hyderabad, Telangana-500004.  Technical bids will be opened on the same day.
2.	Volume-I: Instruction to Bidders, Clause 1.17, Page 11 &12	It is assumed that the Viability Gap Fund will be given as a grant upon signing of the agreement.  What additional terms and conditions will be governing this payment of Viability Gap Fund?  What is the timeline for payment of the Gap Fund? Request that payment to be upfront on signing of contract for the project to be viable. However, if Government of Telangana has another solution then please let us know and we can discuss.	The VGF quoted by the successful bidder shall be paid on successful commissioning. There will not be any upfront payment of VGF be paid.
3.	Volume-I: Instruction to	Scope of Bidder:  Time required for Installation of	In view of the ongoing pandemic, Government of Telangana intends

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	Bidders, Clause 2.0, Bid Summary, S.No (5), Page 13	<p>a liquid oxygen plant is around 24 months. 6 months is not possible due to high lead time of key equipments like Compressor and Turbine (14-15 months).</p> <p>RFP condition of 6 months construction period with 2% deduction in VGF per month of delay, makes the project further unviable as 6 months construction period cannot be achieved.</p>	<p>to install and commission the LMO plant in Twelve (12) months period from the date of issuance of Letter of Award (LOI) to the selected Bidder.</p> <p>Selected bidder shall mobilise the resources accordingly and procure the equipments to meet the timelines.</p> <p>However, the selected bidder will be permitted to install and commission the LMO plant in modules of 100 TPD each, in order to ensure supply in this pandemic situation.</p>
4.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (5), Page 13	<p>Scope of Bidder:</p> <p>Is the bidder free to install a larger storage tank (that is &gt;400 MT for liquid oxygen)?</p>	<p>The scope of bidder under this RFP is limited to providing storage facility for Liquid Oxygen of 400 MT within the premises of the plant.</p> <p>However, the selected bidder may install additional storage capacity, built within the land allocated for plant and storage tank as stipulated in the RFP, with due optimization and at their own cost. No VGF will be given for such additional storage tank facility i.e., beyond 400 MT capacity.</p>
5.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (7), Page 14	<p>Special Condition for Selected Bidder:</p> <p>Are the detailed designs &amp; drawings as per point A (i) to A (ix) to be submitted along with bid?</p>	<p>No.</p> <p>This special Condition is applicable for the Selected Bidder Clause 2.0 Sl. No 7 (A) i to ix.</p>

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		<p>The documents to be submitted to be restricted to layout and Process flow diagram. They will be submitted for information and not for approval.</p>	<p>Detailed Designs &amp; Drawings are NOT required to be submitted along with Bid.</p> <p>Adequate and self-contained documents that justifies the project concept design, technology proposed, layout, process flow diagram, Process and Timelines of approval of CFE / CFO or any other approvals required from the Competent Authorities to be submitted and the same shall be presented by the bidder to the Authority during the Technical Presentation, as part of the Technical Proposal evaluation.</p>
6.	<p>Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (11), Page 15</p>	<p>Institutional Structure for Implementation:</p> <p>We request that Special Purpose Vehicle not to be created as it will add a lot of cumbersomeness to the processes and execution. It will add to a lot of administrative work, so request that we be allowed to execute project as own entity.</p>	<p>RFP conditions prevails.</p>
7.	<p>Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (14), Page 15</p>	<p>Land for the Project:</p> <p>(a) Please provide land layout in AutoCAD Drawing and contour map of the plot.</p> <p>(b) Please provide Soil</p>	<p>(a) The Autocad Drawing has been enclosed as Annexure-1 along with this document</p> <p>Further, please access the GIS map available at: <a href="http://tracgis.telangana.gov.in/TIS/TISNEW/tsiic/Default.aspx">http://tracgis.telangana.gov.in/TIS/TISNEW/tsiic/Default.aspx</a></p> <p>(b) Soil investigations at the site</p>

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		<p>Investigation Report for the proposed plot.</p> <p>(c) Is storm water passage or drainage system available on the plot?</p> <p>(d) What will be the source of the water? It is assumed that Government of Telangana will provide the water connection to the ASU site. Please provide a typical water quality analysis report.</p> <p>(e) For reliable operation of the Liquid Oxygen plant, a 132 KV power supply will be needed. It is assumed that Government of Telangana will be providing connection to stable power supply at the site.</p>	<p>shall be carried out by the bidder at their own cost, at the time of detailed design of the plant.</p> <p>(c) Yes.</p> <p>(d) Water will be made available for the plant at site and shall be provided by Mission Bhagiratha/HMWSSB. Necessary connections charges and deposits shall be paid by the selected bidder, prior to commencement as per the applicable rates</p> <p>Water quality analysis shall be carried out by the bidder at their own cost.</p> <p>(e) 132/33/ kV substation is located nearby, TSSPDCL in consultation with TSTRANCO will provide the dedicated power supply line, if necessary, at the cost of selected bidder.</p>
8.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (14), Page 15	Power and Water for construction: It is assumed that Government of Telangana would provide the water and power required during construction period of the liquid oxygen plant.	<p>Yes.</p> <p>TSSPDCL will provide power and water supply by Mission Bhagirathi/HMWSSB during the construction period at applicable charges/rates. Based on the application by the selected bidder. TSIIC shall facilitate the water &amp; power connections</p>

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9.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (15), Page 16 & 17	<p>Bid Eligibility Criterion - Minimum Technical Capacity:</p> <p>Bidder to have cumulative development experience of 400 TPD with each LMO plant of atleast 100 TPD. Max. marks of 30 - The allotment of marks is not very clear.</p> <p>If my total experience in three plants is 300 TPD - what marks will I be allotted?</p> <p>100 TPD capacity refers to liquid oxygen plant capacity only?</p> <p>Bidder shall have an operational experience of 100 TPD with atleast 3 year experience. Max. marks of 25- The allotment of marks is not very clear. Will 5 marks be allotted for each such 100 TPD plant?</p>	<p>As stated in RFP, marks shall be awarded on pro-rata basis.</p> <p>In such case the bidder, will get 22.5 marks out of 30 marks (subject to RFP condition that, each LMO plant with a capacity of at least 100 TPD).</p> <p>Yes. It refers to LMO plant capacity.</p> <p>Yes.</p> <p>Five (5) marks shall be awarded for <u>each eligible project</u> i.e., Operational experience of a 100 TPD capacity LMO Plant with a minimum continuous operations period of three (03) years, and is /are currently under operations as on bid due date.</p>
10.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (21), Page 19 & 20	<p>Incentives by GoTS:</p> <p>It is assumed that GST incentives as applicable under the Telangana Incentive policy will be applicable for this project.</p> <p>Further, all incentives under T-IDEA and T-PRIDE would be available for the project irrespective whether it is mentioned in the RFP.</p>	<p>Yes.</p> <p>All incentives under T-IDEA and T-PRIDE policies shall be applicable for the developer.</p>

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		It is requested to add clause that reimbursement of power incentive to be done on a monthly basis.	All incentives shall be applicable as per the prevailing policies and Government Orders.
11.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (24), Page 22	Special Condition for Sole Bidder: While the Bidder has to hold a minimum of 51% in the SPC, trust there are no restrictions on the Bidder holding 100%?	Yes.
12.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (26), Page 22	Bid Security ~ Earnest Money Deposit (EMD)	First Paragraph to be read as below:  An amount of Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakh only) Demand Draft (DD) drawn from any Nationalized / Scheduled Banks of India in the favour of "TSIIC Limited" payable at Hyderabad (OR) an unconditional and irrevocable Bank Guarantee (BG) from any Nationalized/ Scheduled Banks shall be submitted towards Bid security along with its complete Bid. The Bid Security shall be valid for 180 days (One Hundred and Eighty days) from the Due Date of Bid submission and may be extended as may be mutually agreed between the Authority and the Bidder.
13.	Volume-I: Instruction to Bidders, Clause 4.36, Page 30	Change of Management of Bidder:  We would not have control on management leaving the organization. So request this	Obligations relating to Change in Ownership  1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior

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		<p>clause to be deleted as this clause is not acceptable. TSIIC can discuss on comfort level.</p>	<p>written approval of the Government.</p> <p>2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:</p> <p>(i) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen per cent) of the total Equity of the Concessionaire; or</p> <p>(ii) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior approval of the Government from national security and public interest perspective, the decision of the Government in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Government. For the avoidance of doubt, it is expressly agreed that approval of the Government hereunder shall be</p>

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			<p>limited to national security and public interest perspective, and the Government shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Government shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.</p> <p>For the purposes of this Clause ii:</p> <p>(a) the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;</p> <p>(b) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and</p> <p>(c) power to appoint, whether by contract or by virtue of control or</p>



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			<p>acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.</p> <p>(d) TSIIC will not consider substitution of Key Personnel except for reasons of any incapacity or due to serious ailments or in rare and exceptional circumstances</p>
14.	Volume-II: Development Controls and Technical Specifications, Page 4	<p>Feed Air:</p> <p>Please provide Air Quality Analysis Report specifying the following components in ppm (by volume) - Hydrogen, Carbon Monoxide, Carbon Dioxide, Methane, Ethylene, Ethane, Propane, Acetylene, Propylene, All C4 + Hydrocarbons, Nitrous Oxide, All other Oxides of Nitrogen (NO, NO2), Ammonia, Sulphur Compounds (SO2, H2S, Mercaptans), Halogens and Halogen Compounds, All other gas phase contaminants, particulate (mg/m3).</p>	Air Quality Analysis shall be carried out by the bidders at their own cost.

<b>S.No.</b>	<b>Clause Reference in RFP</b>	<b>Pre-Bid Query/Clarification sought by Bidder</b>	<b>Responses to the Queries/Corrigendum III</b>
15.	Volume-II: Development Controls and Technical Specifications, Clause 1.21 & 1.2.2, Pages 5-7	Project Area and Location: Will there be any developmental/maintenance charges from industrial estate/body in future for land?	Further, the selected bidder shall pay the Property Tax, as per the prevailing norms for the Pashamailaram IDA.
16.	Volume-II: Development Controls and Technical Specifications, Clause 3, Pages 8-10	Technical Specifications: The list of specifications does not match to a liquid oxygen plant and more suitable for a pressure swing absorption plant. The list of main equipments for a liquid oxygen plant must be suction air filter, air compressor, direct contact air cooler, evaporation cooler, chilled water pumps, ppu vessel, regeneration heater, expansion turbine, booster air cooler, cold box, fan injector, storage tanks etc.	Revised Technical Specifications and Standards are enclosed with this Corrigendum-III as Appendix 1
17.	Volume IV: Draft Concession Agreement, Section 2.1 (b) (ii), Page 16	Sales to hospitals and other users under normal days:  The bidder shall have no restrictions imposed on it in effecting sales of products to third parties (other than Medical Oxygen during pandemic to be dealt with as per the RFP).  The Government of Telangana requested to commit to 40% of the product under normal days to support viability of the project.	Yes.          Not considered. RFP conditions shall prevail.

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18.	Volume IV: Draft Concession Agreement, Section 2.1 (b) (iii), Page 16	<p>Tariff to Gov. of Telangana under Disaster Management Act, 2005:</p> <p>Tariffs for medical oxygen to Government of Telangana to be as per National Pharmaceutical Pricing Authority (NPPA) so as to follow standard rates across India.</p> <p>Adequate supply to be subject to technical limitations of the installed liquid oxygen plant.</p>	<p>RFP conditions shall prevail.</p> <p>Selected bidder shall ensure adequate supply of Liquid Medical Oxygen to Government of Telangana and its undertakings during all the times of enforcement of Disaster management Act, 2005 in the State at the occurrence of such event, as per the installed capacity of plant (200 TPD) and Storage capacity of 400 MT.</p>
19.	Volume IV: Draft Concession Agreement, Section 2.2, Page 17	<p>Concession Period:</p> <p>Extension for another 33 years to be on such terms &amp; conditions as mutually agreed by the parties.</p>	RFP conditions shall prevail.
20.	Volume IV: Draft Concession Agreement, Section 3.4 (b), Page 20	<p>Non-fulfillment of Conditions Precedent:</p> <p>Further, the parties to agree that the Concessioner shall be entitled to access the Project Location to dismantle and remove all its equipment, tools and materials.</p>	Agreed provided there is no amount Due and the Selected Bidder has to Provide the necessary No Objection Certificate (NOC) from the Concerned Departments/ Authorities.
21.	Volume IV: Draft Concession Agreement,	<p>Non-fulfillment of Conditions Precedent:</p> <p>Concessioning Authority to not</p>	RFP conditions shall prevail.

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	Section 3.4 (c), Page 20	forfeit the Project Development Fee furnished by the Concessionaire.	
22.	Volume IV: Draft Concession Agreement, Section 4.3 (a), Page 23	<p>Information about Project Location:</p> <p>To be deleted - "and accepts full responsibility for its condition (including but not limited to its geological condition, any toxic contamination, and the availability or unavailability of adequate supplies of water and electricity); and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or financial compensation by reason of the unsuitability of the Project Location (or part thereof) or for any other reason pertaining to the Project Location."</p>	RFP conditions shall prevail.
23.	Volume IV: Draft Concession Agreement, Section 5.1 (b), Page 24	<p>Obligations of the Concessionaire/Preferred Bidder:</p> <p>To delete -" from the date of this agreement".</p> <p>Instead to replace with - " from the date of handover of the possession of the Project Location to the Concessionaire"</p>	<p>Please Carry out Due Diligence Prior to PDD. Once Selected Bidder is appointed RFP conditions shall prevail.</p> <p>The Authority will handover the project site within 07 days from the date of execution of agreement.</p>
24.	Volume IV: Draft Concession Agreement, Section 5.1	<p>Obligations of the Concessionaire/Preferred Bidder:</p> <p>To add - "The Concessioneing Authority shall extend all such cooperation as may be required</p>	Please Refer to Clause 5.2(a)- Volume IV

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	(e), Page 25	by the Concessionaire for obtaining and maintaining such Applicable Permits."	
25.	Volume IV: Draft Concession Agreement, Section 5.1 (k) (l) (o), Page 26 & 27	<p>Obligations of the Concessionaire/Preferred Bidder:</p> <p>The bidder shall have no restrictions imposed on it in carrying out the project, including the procurement, installation, commissioning, operations and maintenance of the Plant</p> <p>Clauses (k) and (l) are not acceptable to us.</p>	<p>(k) The Concessionaire shall provide to the Concessing Authority notarised true copies of all Transaction Document above INR (1.00) One Lakh duly executed, to which the Concessionaire is a party, including any related instruments, deeds, contracts, supplemental agreements and other such documents relating thereto and of any amendments, supplements or replacements etc. thereof within 15 (fifteen) days of such execution or amendment etc.</p> <p>(l) RFP conditions shall prevail.</p>
26.	Volume IV: Draft Concession Agreement, Section 5.1 (x), Page 28	<p>Obligations of the Concessionaire/Preferred Bidder:</p> <p>To be added - "or handover of the possession of the Project Location to the Concessionaire whichever is later".</p>	Refer response at S.No (23) above.
27.	Volume IV: Draft Concession Agreement, Section 5.1 (z), Page 28	<p>Obligations of the Concessionaire/Preferred Bidder:</p> <p>"Further works to be done" to be deliberated and mutually agreed by both parties.</p>	Any incidental works necessary for successful supply, installation, testing and commissioning, operation and maintenance of LMO Plant shall be deemed to have been included within the scope of the Vendor with no extra cost.

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28.	Volume IV: Draft Concession Agreement, Section 6.1 (f), Page 28	Architectural and Structural Designs: To be deleted - In case of default, the Concessionaire shall pay a penalty of minimum Rs. 10,000/-(Rupees ten thousand only) per day computed thereof for number of days after completion of 15 days period."	RFP conditions shall prevail.
29.	Volume IV: Draft Concession Agreement, Section 6.3 (a), Page 34	Project Completion: "months from the agreement date" to be replaced by "months from the date of handover of the possession of the Project Location to the Concessionaire".	RFP conditions shall prevail. The Authority will handover the project site within 07 days from the date of execution of agreement.
30.	Volume IV: Draft Concession Agreement, Section 6.4 (d), Page 35	Marketing of the Facility & Sale of Liquid Oxygen: To add - "subject to the technical and operational limitations of the Project".	Refer response at S.No (17) above.
31.	Volume IV: Draft Concession Agreement, Section 6.5 (c), Page 36	Operation and Maintenance of the Project: To add - "undisputed" before power bill.	RFP conditions shall prevail.
32.	Volume IV: Draft Concession Agreement, Section 7.2 (b), Pages 39-40	Operation Period Reports: Operation and Financial data are internal company information to the bidder and cannot be provided.	RFP conditions shall prevail.

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33.	Volume IV: Draft Concession Agreement, Section 8.4 (b), Page 43	<p>Audit and Account:</p> <p>Audited P/L and BS are internal company information to the bidder and cannot be provided.</p> <p>Hence to delete - "The Concessionaire shall provide the Concessioneing Authority 2 (two) copies of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of the Accounting Year to which they pertain."</p>	RFP conditions shall prevail.
34.	Volume IV: Draft Concession Agreement, Section 8.4 (c), Page 43	<p>Audit and Account:</p> <p>Monthly revenue and cost data are internal company information to the bidder and cannot be provided.</p>	RFP conditions shall prevail.
35.	Volume IV: Draft Concession Agreement, Section 9.2 (a), Page 45	<p>Appropriation of Performance Security:</p> <p>To delete - "without prejudice to its other rights and remedies hereunder or in law".</p>	RFP conditions shall prevail.
36.	Volume IV: Draft Concession Agreement, Section 9.2 (b), Page 45	<p>Appropriation of Performance Security:</p> <p>To delete - "The decision of the Concessioneing Authority as to any breach/delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the</p>	RFP conditions shall prevail.

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		Concessionaire. "	
37.	Volume IV: Draft Concession Agreement, Section 10.2, Pages 47 & 48	Evidence of Insurance: Concessioneing Authority to serve a prior written notice to the Concessionaire.	Agreed.
38.	Volume IV: Draft Concession Agreement, Section 10.4, Page 48	Validity of the Insurance Cover: Concessioneing Authority to serve a prior written notice to the Concessionaire.	RFP conditions shall prevail.
39.	Volume IV: Draft Concession Agreement, Section 11.4 (b), Page 52	Disclaimer: To be deleted - " The Preferred Bidder /Concessionaire further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in sub-clause (a) above and hereby confirms that the Concessioneing Authority, its consultants or any Government Authority shall not be liable for the same in any manner whatsoever to the Preferred Bidder/ Concessionaire or Persons claiming through or under the Preferred Bidder/Concessionaire".	RFP conditions shall prevail.
40.	Volume IV: Draft Concession Agreement, Section 12.1,	Liability of Concessionaire: There must a cap to the liability of the concessionaire.	Subject to Limit of Contract Value/VGF



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41.	Volume IV: Draft Concession Agreement, Section 12.2 (a), Pages 53 & 54	<p>Indemnification:</p> <p>The indemnification obligations to be made mutually applicable to both the parties.</p>	RFP conditions shall prevail.
42.	Volume IV: Draft Concession Agreement, Section 13.2 (a), Page 57	<p>Notice of Force Majeure Events:</p> <p>A notice of 30 days to be given.</p>	<p>The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event ("the Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 15 (Fifteen) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement.</p>
43.	Volume IV: Draft Concession Agreement, Section 14.1 (a) (xiii), Page 60	<p>Events of Default:</p> <p>(a) Concessionaire Event of Default</p> <p>To be revised- "the whole or any part of the Project Facilities remains closed / un-operational for a aggregate period exceeding "fifteen" days in a year for reasons solely attributable to the Concessionaire (except in accordance with the terms of this Agreement and/or for reasons on account of force majeure or Concessioning Authority's event of default)."</p>	<p>Agreed</p> <p>the whole or any part of the Project Facilities remains closed / un-operational for a aggregate period exceeding "fifteen" days in a year (except <u>in accordance with the terms of this Agreement and/or</u> for reasons on account of force majeure or Concessioning Authority's event of default).</p>

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44.	Volume IV: Draft Concession Agreement, Section 14.4 (a), Page 62	Remedial Process: To be deleted - "(a) the change of management or control/ownership of the Concessionaire;"	Refer response at S.No (14) above.
45.	Volume IV: Draft Concession Agreement, Section 15.5 (a) (i) (E), Page 66	Consequences of Termination: To add - "Further, the parties herein agree that the Concessionaire shall be entitled to access the Project Location to remove all its movable assets."	RFP conditions shall prevail.
46.	Volume IV: Draft Concession Agreement, Section 17, Pages 72-78	Miscellaneous provisions: We seek to add the following clause - Arbitration - If the disputes cannot be amicably resolved by the Parties through good faith negotiations, then the dispute shall be referred to arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force, by a sole arbitrator, to be mutually appointed by the Parties. In the event that the Parties are unable to agree upon a sole arbitrator, the dispute shall be referred to a panel of three (3) arbitrators, of whom one (1) each shall be appointed by the respective Parties. The two (2) arbitrators so appointed shall within thirty (30) days of the appointment of	Agreed added as  Arbitration - If the disputes cannot be amicably resolved by the Parties through good faith negotiations, then the dispute shall be referred to arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force, by a sole arbitrator, to be mutually appointed by the Parties. In the event that the Parties are unable to agree upon a sole arbitrator, the dispute shall be referred to a panel of three (3) arbitrators, of whom one (1) each shall be appointed by the respective Parties. The two (2) arbitrators so appointed shall within thirty (30) days of the appointment of the second arbitrator appoint the

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		<p>the second arbitrator appoint the third arbitrator. If the two (2) arbitrators are unable to agree upon the appointment of the third arbitrator within the aforesaid period, then the third arbitrator shall be appointed as per Arbitration and Conciliation Act, 1996.</p> <p>The arbitration shall be conducted at Bangalore and any decision or resolution of the dispute shall be based on Indian law. The proceedings shall be conducted in English and held at such times as the arbitrators shall direct.</p>	<p>third arbitrator. If the two (2) arbitrators are unable to agree upon the appointment of the third arbitrator within the aforesaid period, then the third arbitrator shall be appointed as per Arbitration and Conciliation Act, 1996.</p> <p>The arbitration shall be conducted at Hyderabad and any decision or resolution of the dispute shall be based on Indian law. The proceedings shall be conducted in English and held at such times as the arbitrators shall direct.</p>
47.	General	Clarification on size of the plant: 200 Tons Medical Oxygen or the total size of Air separation unit is 200 tons per day which includes all the gases.	The output from the plant shall be 200 TPD supply of Medical Oxygen.
48.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (14), Page 15	<p>Request for details of plot at Pashamylaram. We would like to have a site visit.</p> <p>Is it possible to consider the adjacent site in Pashamylaram which is a park now, for the proposed 200 ton plant?</p>	<p>Refer response at S.No (7) above.</p> <p>It is suggested to coordinate with Zonal Manger, Patancheru Zone, TSIIC at the below contact details:</p> <p>08455 -242068, 98489 33882, <a href="mailto:zm-pat-iic@telangana.gov.in">zm-pat-iic@telangana.gov.in</a></p> <p>No.</p>

<b>S.No.</b>	<b>Clause Reference in RFP</b>	<b>Pre-Bid Query/Clarification sought by Bidder</b>	<b>Responses to the Queries/Corrigendum III</b>
49.	Volume-II: Development Controls and Technical Specifications, Clause 3, Pages 8-10	The technical specs given to be changed to suit to the Air Separation Plant.	Refer response at S.No (16) above.
50.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (21), Page 19 & 20	Is it possible to adjust the power incentive in the power bill of every month?	IT shall be as stipulated in T-IDEA/T-Pride Policy
51.	Volume-I: Instruction to Bidders, Clause 2.0, Bid Summary, S.No (14), Page 15	Can the authority ensure 400 KL per day water to the Oxygen Plant and if so, the cost for the same.	Refer response at S.No (7) above.
52.	Volume-I: Instruction to Bidders, Clause 1.17, Page 11 &12	Is there any limit to VGF?	No Limit
53.	Volume-I: Instruction to Bidders, Last Date & Time for receipt of Bids, Page 5	Tender due date to be extended to 30.7.2021	Refer response at S.No (1) above.
54.	Volume-I: Instruction to Bidders,	The lead time for the plant is 18 to 24 months from the date	Refer response at S.No (3) above.

<b>S.No.</b>	<b>Clause Reference in RFP</b>	<b>Pre-Bid Query/Clarification sought by Bidder</b>	<b>Responses to the Queries/Corrigendum III</b>
	Clause 2.0, Bid Summary, S.No (5), Page 13	of taking possession of the site.	
55.	General	Plot area should be minimum 4 acres.	Will be based on detailed drawings, Layout of the plant which is to be provided by the Selected Bidder.
56.	General	It is impossible to put up a new plant in six months as proposed in the RFP. What happens in the event that the plant takes 14 - 18 Months to construct and Commission	Refer response at S.No (3) above
57.	General	Request is made to reduce the average turnover Criteria to 150.00 Cr to enable more participation. As Ellen Barrie is a primary manufacturer of Liquid Oxygen and supplying to a huge number of hospitals across the country. Oxygen being a low value product even for the company of Size of EIGL which is amongst the top of medical oxygen manufacturers in the country, the turnover criteria will not be meet. Alternatively only Network Criteria should be used	RFP conditions shall prevail.
58.	General	As on date no industrial incentives have been released for our existing unit in Telangana at Jadcherla. Which is already more than five years old will there be a fast track release of	All incentives shall be applicable as per the prevailing policies and GOs.

<b>S.No.</b>	<b>Clause Reference in RFP</b>	<b>Pre-Bid Query/Clarification sought by Bidder</b>	<b>Responses to the Queries/Corrigendum III</b>
		incentives for this project	
59.	General	Will only a new plant be eligible or a second hand plant can be installed considering the lower reliability of the second hand plant, this is very important	RFP conditions shall prevail.
60.	General	The viability Gap shall be paid on an annual basis or Pro rata on a monthly basis?. Will there be an escalation in the VGF annually at the rate of Inflation, etc?	Refer to our reply at item no. 2
61.	Volume III: Formats for Bid Submission, Page 68	Appendix A2 – Covering Letter To be revised -"we the undersigned offer to design, finance, construct, market, operate & maintain the whole of the said 'Project'" to "we the undersigned offer to design, finance, construct, own, operate & maintain the Project and market the products"	Point (2) is revised as below: 2. Having visited the site and examined the RFP Documents, for the execution of the Concession Agreement for the captioned Project, we the undersigned offer to design, finance, construct, own, operate & maintain the whole of the said 'Project' and market the products for the Concession Period in conformity with the RFP.
62.	Volume III: Formats for Bid Submission, Page 69	Appendix A2 – Covering Letter To be added - "subject to due fulfillment by TSIIC of all its obligations to us, in terms of providing the Land, Utilities, Viability Gap Fund, etc.."	RFP conditions shall prevail.
63.	Volume III: Formats for Bid Submission, Page 69	Appendix A2 – Covering Letter Point (7) To be added - "which shall replace all previous documents."	RFP conditions shall prevail.

S.No.	Clause Reference in RFP	Pre-Bid Query/Clarification sought by Bidder	Responses to the Queries/Corrigendum III
64.	Volume III: Formats for Bid Submission, Page 72	<p>Appendix A3 – Format for Bid Security</p> <p>Point (3)</p> <p>To be deleted - "We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 50.00 Lakhs. (Rupees Fifty Lakh only)."</p>	RFP conditions shall prevail.
65.	Volume III: Formats for	Appendix A3 – Format for Bid Security	RFP conditions shall prevail.

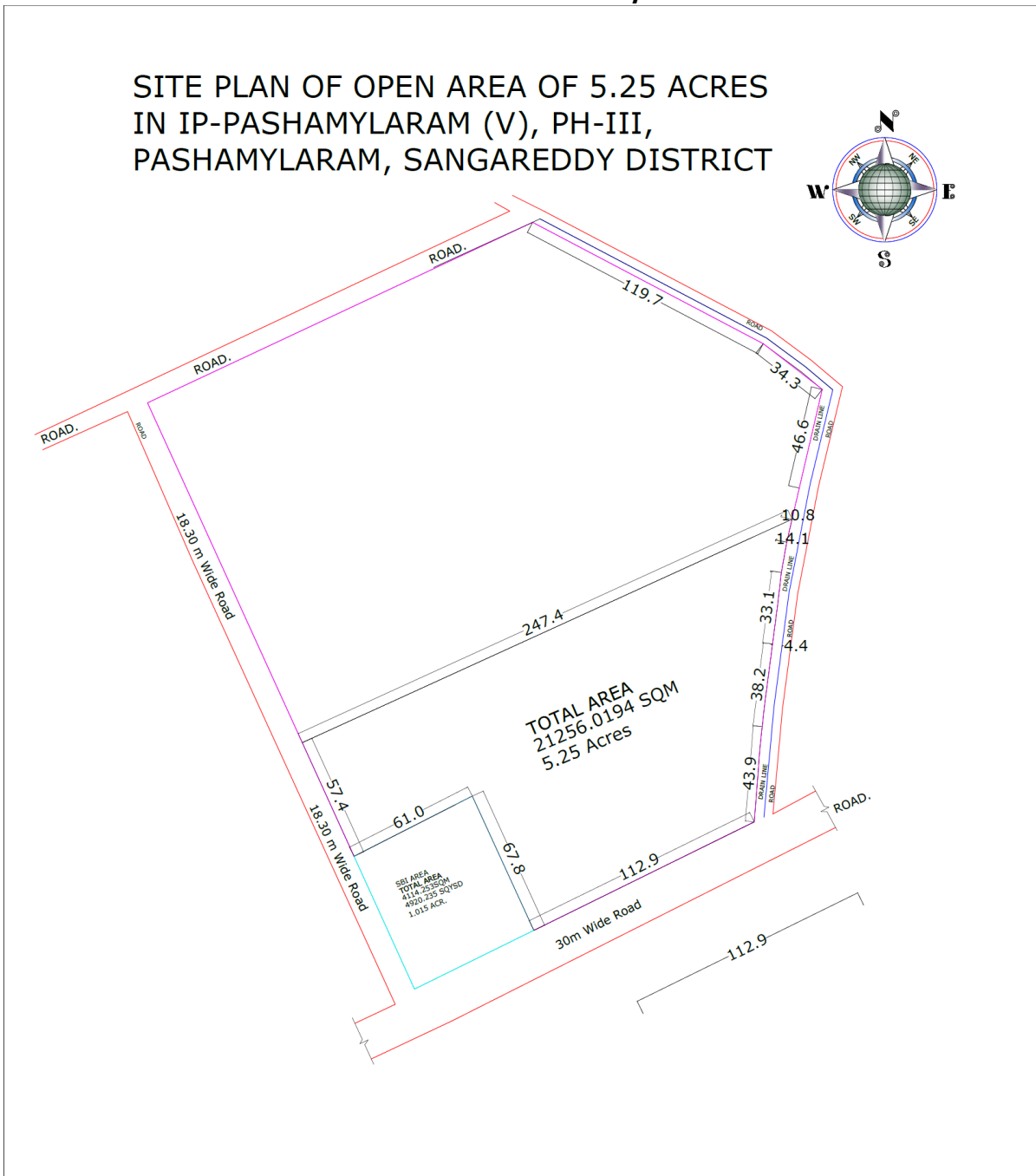
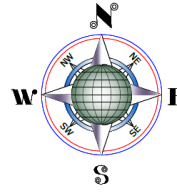
S.No.	Clause Reference in RFP	Pre-Bid Query/Clarification sought by Bidder	Responses to the Queries/Corrigendum III
	Bid Submission, Page 72	<p>Point (4)</p> <p>To be replaced - "or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid." by "till _____(expiry date)"</p>	
66.	Volume III: Formats for Bid Submission, Page 73	<p>Appendix A3 – Format for Bid Security</p> <p>Point (8)</p> <p>To be added - "and same should be received at the bank counters or on before_____ (claim expiry date)."</p>	RFP conditions shall prevail.
67.	Volume III: Formats for Bid Submission, Page 73	<p>Appendix A3 – Format for Bid Security</p> <p>Point (9)</p> <p>To be replace -"We undertake to make the payment on receipt of your notice of claim" by "We undertake to make the payment on receipt of your notice of claim to be received by bank on or before _____(claim expiry date) ."</p>	RFP conditions shall prevail.
68.	Volume III: Formats for Bid Submission, Page 73	<p>Appendix A3 – Format for Bid Security</p> <p>Point (9)</p> <p>To be replaced - "(indicate date falling 120 days after the Bid Due Date)" by"_____(claim</p>	RFP conditions shall prevail.



S.No.	Clause Reference in RFP	Pre-Bid Query/Clarification sought by Bidder	Responses to the Queries/Corrigendum III
		expiry date)"	
69.	Volume III: Formats for Bid Submission, Page 83	Appendix B7 – Technical Qualification  Duration of the Project (Months) - This is confidential and sensitive information and cannot be provided.	RFP conditions shall prevail.
70.	Volume III: Formats for Bid Submission, Page 83	Appendix B7 – Technical Qualification  Project Cost (Rs Crores) - This is confidential and sensitive information and cannot be provided.	RFP conditions shall prevail.
71.	Volume III: Formats for Bid Submission, Page 84	Appendix B8 – Financial Qualification  Our financial results for 2020-21 is not audited as on date, we can provide for table A - 3 years audited financials + 1 year unaudited financials (2020-21) and for table B- 1 year audited financial + 1 year unaudited financial.	Accepted.

## ANNEXURE-1: PLOT DETAILS/LOCATION

SITE PLAN OF OPEN AREA OF 5.25 ACRES  
IN IP-PASHMYLARAM (V), PH-III,  
PASHMYLARAM, SANGAREDDY DISTRICT



# APPENDIX 1

## LIST OF MAIN PLANT EQUIPMENT

SERIAL NO.	EQUIPMENT DESCRIPTION
1	SUCTION AIR FILTER
2	AIR COMPRESSOR
3	DIRECT CONTACT AIR COOLER
4	EVAPORATION COOLER
5	CHILLED WATER PUMPS
6	PPU VESSEL A/B
7	REGENERATION HEATER
8	EXPANSION TURBINE (UNDER SHED)
9	BOOSTER AIR COOLER
10	COLD BOX
11	FAN EJECTOR
12	400T LOX STORAGE TANK
13	LOX TRUCK FILLING PUMP

Site Co-Ordinates : 17°31'50.6"N 78°10'45.0"E

LOCATION ON GOOGLE EARTH (ILLUSTRATIVE)

