

**Development of Zero Liquid Discharge (ZLD) Based Common Effluent Treatment Plant in Hyderabad Pharma City
Hyderabad, Telangana on Public Private Partnership (PPP) Mode**

[Corrigendum – XX: Responses to Queries]

S.No	RFP / Corrigendum Reference	Existing Clause as per RFP / Corrigendum	Request / Clarification Sought For	Response
1.	Pg. No 7 of Vol 1 RFP / 11	<p>Concession Format</p> <p>DBFOT (Design, Build, Finance, Operate & Transfer)</p>	<p>Since the bidder huge capital in the project and it may not be feasible to recover entire amount in within proposed 20 years concession period as the plant capacity utilization is uncertain as of now, the concession period may be up to 15 years from the completion of last module of Phase 1.</p>	<p>It is to clarify that the concession period for each module shall be 20 years including the construction period of 18 months.</p> <p>It is further clarified that on completion of respective Concession periods of Module 1 & Module 2 or their sub-modules, the concessionaire shall continue to provide Operation & Maintenance for those modules with the same terms & conditions of the concession agreement except the tariff.</p> <p>However, the tariff for all the installed modules on expiry of the Concession period for the first sub-module of 1 MLD or any subsequent sub-modules of 1 MLD or above thereafter, shall be revised as per following formula:</p> <p>The revised Weighted Average Tariff for the all modules under operation is as below:</p>

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				<p>$RT = [(C_T * T_P * T_{Opex} \%) + (C_{NT} * T_P)] / (C_T + C_{NT})$</p> <p>Where; RT – Revised Tariff, C_T – Capacity of module for which the concession period of 20 years completed, T_P – total Prevailing Tariff, T_{Capex} – Proportion of Capital cost in Tariff quoted, T_{Opex} – Proportion of Operations (O&M) cost in Tariff quoted and C_{NT} – capacity of operational module other than C_T.</p> <p>Refer Annexure for illustrative calculations and amendments made to clauses 1.1.3 sl.no. 16 of RFP Volume I and Clause 3.2 of RFP Volume 3.</p>
2.	Pg. No 11 of Vol 1 RFP	1.1.3 (19) (6) Industries are required to buy-back minimum of 50% of wastewater given to CETP for treatment (TSIIC to confirm and ensure this regulations)	Request you to kindly provide water buy back guarantee for 80% of wastewater given to CETP	Please refer response no. 14 of Corrigendum-II of the RFP

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3.	Pg. No 11 of Vol 1 RFP	1.1.3 (19) (5) The Tariff for sale of treated water from RO unit of ZLD CETP shall be @ Rs. 35 / KL	Tariff for the treated water may kindly be fixed in line with the market rate from time to time. An escalation of 5% be provided on the tariff year on year.	Refer clause 25.3 of RFP volume III. RFP condition holds good.
4.	Corrigendum – II: Responses to Pre-bid Queries	It is to clarify that the concessionaire shall pay the Authority only Land Lease rental of Rs. 10,00,000/- (Rupees Ten Lakh only) per acre per year with an annual escalation of 5% year on year. No land premium shall be paid...	Kindly restrict the Land Lease to Rs. 1000/Acre/Annum as proposed in the Pashamylaram CETP Project.	RFP condition holds good.
5.	CETP_RFP_HPC, Cl. No. 1.1.3 i.e. Sr. No. 5 'Scope of Developer'	Description of Selected Treatment Process: High Polluted Water treatment Process: .. In pharma industries, many varieties of solvents are used. It contains considerable number of volatiles. To remove the volatile to a maximum extent, the equalized feed will pass through a stripping column. Stripper distillate will be collected separately and will be disposed either through incinerator or to be processed	We would like to highlight that feed shall come through various unit member industries and each industry is going to use different type of solvents (which is mentioned-3% as volatile). Therefore, stripper distillate from CETP shall be a mixture of different solvents and we shall unable to sell the stripped composite distillate to generate any revenues. However, we cannot even design the solvent recovery plant due to absence of solvent compositions. Subsequently, its disposal for incineration is also not even acceptable to the TSDF site due to compliances issues. Therefore, we would	RFP condition holds good.

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		through solvent recovery plant, which will be a part of the proposed integrated solid waste management plant...	like to request the Pharma units through TSIIC to accept the Stripper composite distillate for reuse. Kindly confirm.	
6.	Clause No. 1.1.3 Sr. No. 5: Scope of PPP player	Treatment of Toxic Materials: "Collection, storage and treatment of Toxic materials and collection of user charges towards treatment of toxic materials"	<p>Since, the proposed treatment for toxic material is designed only on Cyanide content Non-degradable effluent and Chromium content Non- degradable effluent wherein no other toxic material is considered in the design basis because other toxic materials are not specified to the bidders.</p> <p>However, once the toxic effluent from member units is available, developer will carry out a treatability study of the toxic effluent to know the toxic elements present in the effluent.</p> <p>Subsequently, based on the findings of the treatability study, only those toxic effluent will be treated for which treatment is suitably possible i.e. with actual cost implication.</p> <p>Eventually, Developer will not accept any toxic material effluent which is not possible to treat.</p>	<p>The quality of effluent and the toxic materials vary from unit to unit as per their products and processes.</p> <p>However, it is to clarify that CETP developer will not accept if any toxic materials are found in the effluent. They shall have a separate arrangement with member units for collection, storage, treatment and disposal of same.</p>

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			Kindly confirm.					
7.	RFP Volume-3 Clause No. 9.1 (b) & 9.2 (c) 'Operations Performance Security' & 'Appropriation of Performance Security'	In the event of encashment and appropriation of the Performance Security by the Authority, in full or part, the Concessionaire shall within 30 (thirty) days hereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be,. The provisions of this Article 9 shall apply mutatis mutandis to such fresh Performance Security. The Concessionaire's failure to comply with this provision shall constitute a Concessionaire Event of Default which shall entitle the Authority to terminate this Agreement in accordance with the provisions of Article 32 hereof.	<p>We have apprehensions towards unlimited replenishing of 'Operations Performance Security' in case of partial appropriation and a fresh 'Operations Performance Security' in case of appropriation of the entire to its original level i.e. during the Operations Period & until the date of issue of the Vesting Certificate.</p> <p>As per standard practice, unlimited 'Operations performance security' is not acceptable and we, therefore, request you to kindly look into our sincere and genuine request to amend the mentioned clause and cap it to 10% of the monthly due payments.</p> <p>Wherein Calculation of penalties should be done in a reasonable manner and we suggest the same as follows:</p> <table border="1" data-bbox="1037 1208 1503 1360"> <tr> <td data-bbox="1037 1208 1314 1325">Parameters at (CETP Refined RO Outlet)</td> <td data-bbox="1314 1208 1503 1325">Liquidated Damages/ penalties</td> </tr> <tr> <td data-bbox="1037 1325 1314 1360">TDS</td> <td data-bbox="1314 1325 1503 1360">3000</td> </tr> </table>	Parameters at (CETP Refined RO Outlet)	Liquidated Damages/ penalties	TDS	3000	RFP condition holds good.
Parameters at (CETP Refined RO Outlet)	Liquidated Damages/ penalties							
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			COD	3000	
			BOD	3000	
			Oil & Grease	3000	
			Ammonical Nitrogen (as N)	3000	
			TSS	3000	
			Particulate size of suspended solids	3000	
			Total Residual Chlorine	3000	
			Arsenic(as As)	3000	
			Mercury(as Hg)	3000	
			Lead(as Pb)	3000	
			Cadimum(as Cd)	3000	
			Hexavalent chromium max	3000	
			Total Chromium(as Cr) max	3000	
			Copper(as Cu)	3000	
			Zinc(as Zn)	3000	
			Selenium(as Se)	3000	
			Nickel(as Ni)	3000	

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			<table border="1"> <tr> <td data-bbox="1031 404 1314 472">Cyanide(as CN-) Max</td> <td data-bbox="1314 404 1503 472">3000</td> </tr> <tr> <td data-bbox="1031 472 1314 524">Fluoride(as F)</td> <td data-bbox="1314 472 1503 524">3000</td> </tr> <tr> <td data-bbox="1031 524 1314 576">Sulphide(as S)</td> <td data-bbox="1314 524 1503 576">3000</td> </tr> <tr> <td data-bbox="1031 576 1314 691">Phenolic Compounds(as C6H5OH)</td> <td data-bbox="1314 576 1503 691">3000</td> </tr> <tr> <td data-bbox="1031 691 1314 800">Moisture in Sludge generated exceeding 15%</td> <td data-bbox="1314 691 1503 800">2000</td> </tr> </table> <p data-bbox="1031 800 1577 1133"><i>*An event is defined as daily average value, not meeting the guaranteed outlet values. However, any incremental variation beyond the specified inlet effluent characteristics will leads to the increase in CETP Refined RO Outlet i.e. above specified limits, in such a case above mentioned penalties shall not be applicable.</i></p>	Cyanide(as CN-) Max	3000	Fluoride(as F)	3000	Sulphide(as S)	3000	Phenolic Compounds(as C6H5OH)	3000	Moisture in Sludge generated exceeding 15%	2000	
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8.	RFP Volume I, 17.B.1.(D) & Corrigendum – III: Responses to Queries, Sl.No.7	Bid Eligibility Criteria : B1.(D).Minimum Technical Capacity D) Bidder Shall have a Development Experience of a Pharma/ Chemical/ Petrochemical based CETP, each with	Please provide weightage to development and operational experience of projects in Pharmaceutical or Chemical sectors.	Refer Annexure for revised Eligibility Criteria.										

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		<p>a capacity of at least 1 MLD OR shall have an Operational Experience of a Pharma/Chemical/Petrochemical based CETP, with a capacity of at least 1 MLD for at least one year.</p> <p>10 Marks shall be given for cumulative capacity of 3 MLD and additional 2.5 marks shall be given for each 1 MLD (subject to maximum 10 marks for additional capacity).</p>		
9.	<p>Bid Due Date</p> <p>Corrigendum XIX</p>	<p>The bid submission date for RFP for Development of Zero Liquid Discharge (ZLD) based Common Effluent Treatment Plant in Hyderabad Pharma City project, Telangana on Public Private Partnership (PPP) mode is further extended up to 1600 hrs on 10.02.2023.</p>		<p>The bid submission date for RFP for Development of Zero Liquid Discharge (ZLD) based Common Effluent Treatment Plant in Hyderabad Pharma City project, Telangana on Public Private Partnership (PPP) mode is further extended up to 1600 hrs on 16.02.2023.</p>

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ANNEXURE – AMENDMENTS TO RFP

SI.NO	Existing Clause	Amendment
1.	<p>Volume I : Clause 1.1.3</p> <p>SI.No. (12) Concession Period 20 Years (including Construction Period i.e., 18 months) from the date of execution of Concession Agreement.</p>	<p>SI.No. (12) Concession Period</p> <p>Concession Period for each module shall be 20 Years (including Construction Period i.e., 18 months) from the date of initiation of respective module/sub-module.</p> <p>On completion of respective Concession periods of Module 1 & Module 2 or their sub-modules, the concessionaire shall continue to provide Operation & Maintenance for those modules with the same terms & conditions of the concession agreement. The minimum size of the sub-Module should be 1 MLD or above and the same shall be coterminous with the original Concession Agreement. Any part development below 1MLD shall not be permitted.</p> <p>However, the tariff for all the installed modules on expiry of the Concession period for the first sub-module of 1 MLD or any subsequent sub-modules of 1 MLD thereafter, shall be revised as per following formula: The revised Weighted Average Tariff for the entire modules under operation is as below:</p> <p>RT = [(C_T * T_P * T_{Opex} %) + (C_{NT} * T_P)] / (C_T + C_{NT})</p> <p>RT – Revised Tariff, C_T – Capacity of module for which the concession period of 20 years completed, T_P – total</p>

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SI.NO	Existing Clause	Amendment
		Prevailing Tariff, T_{Capex} – Proportion of Capital cost in Tariff quoted, T_{Opex} – Proportion of Operations (O&M) cost in Tariff quoted and C_{NT} – capacity of operational module other than C_T .
2.	<p>Volume III : Clause 3 - Concession period: Subject to early termination of this Agreement in accordance with its terms, the term of this Agreement is [20 (Twenty)] years from the Appointed Date (the "Concession Period"). The Concession Period is including construction period and shall commence from the Appointed Date. From such date till the end of Concession Period or the earlier termination or any extension of this Agreement in accordance with the terms and conditions hereof, during which the Concessionaire is authorized to implement the Project and make commercial use thereof in accordance with the provision of this Agreement. For the avoidance of doubt, the Concession Period shall include the period of construction.</p>	<p>Subject to early termination of this Agreement in accordance with its terms, the term of this Agreement is [20 (Twenty)] years from the date of initiation of Module 3. Concession Period for each module shall be 20 Years (including Construction Period i.e., 18 months) from the date of initiation of respective module and may commence before expiry of the concession period of the previous modules in accordance with Clause 5 of Schedule F, Draft Concession Agreement (Vol III). For sake of clarity the concession period under this agreement will end when the 20 year period for last module ends.</p> <p>On completion of respective Concession periods of Module 1 & Module 2 or their sub-modules, the concessionaire shall continue to provide Operation & Maintenance for those modules with the same terms & conditions of the concession agreement. The minimum size of the sub-Module should be 1 MLD and the same shall be coterminous with the original Concession Agreement. Any part development below 1 MLD shall not be permitted.</p> <p>From such date till the end of Concession Period or the earlier termination or any extension of this Agreement in accordance with the terms and conditions hereof, during</p>

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SI.NO	Existing Clause	Amendment
		which the Concessionaire is authorized to implement the Project and make commercial use thereof in accordance with the provision of this Agreement. For the avoidance of doubt, the Concession Period shall include the period of construction.
3.	Volume I : Appendix C FINANCIAL BID LETTER FORMAT 4. Our Tariff Fixed is INR ___ / KL and Tariff Variable is INR ___ / KL as per the details breakup given in the Sr No. 3 hereinabove.	Volume I : Appendix C FINANCIAL BID LETTER FORMAT 4. Our Tariff Fixed is INR ___ / KL and Tariff Variable is INR ___ / KL as per the details breakup given in the Sr No. 3 hereinabove. Further, Our Capex portion of Tariff (Tariff _{Capex}) is ___ % of the total Tariff and Opex portion of Tariff (Tariff _{Opex}) is ___% of the total Tariff. Note: The Tariff Capex % shall not be less than 20% of total tariff.
4.	Volume I : Appendix C FINANCIAL BID LETTER FORMAT 6. The aforementioned Tariff _{Fixed} and Tariff _{Variable} have been quoted by me /us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the demand and revenue, Project cost and all the parameters that may affect the implementation of the project.	Volume I : Appendix C FINANCIAL BID LETTER FORMAT 6. The aforementioned Tariff _{Fixed} , Tariff _{Variable} and Tariff _{Capex} and Tariff _{Opex} have been quoted by me /us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the demand and revenue, Project cost and all the parameters that may affect the implementation of the project.
5.	RFP Volume I : Bid Eligibility Criteria : B1.(D).Minimum Technical Capacity	RFP Volume I : Bid Eligibility Criteria : B1.(D).Minimum Technical Capacity

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	<p>D) Bidder Shall have a Development Experience of a Pharma/ Chemical/ Petrochemical based CETP, each with a capacity of at least 1 MLD OR shall have an Operational Experience of a Pharma/Chemical/Petrochemical based CETP, with a capacity of at least 1 MLD for at least one year.</p> <p>10 Marks shall be given for cumulative capacity of 3 MLD and additional 2.5 marks shall be given for each 1 MLD (subject to maximum 10 marks for additional capacity).</p>	<p>D) Bidder Shall have a Development Experience of a Pharma/ Chemical/ Petrochemical based CETP, each with a capacity of at least 1 MLD OR shall have an Operational Experience of a Pharma/Chemical/Petrochemical based CETP, with a capacity of at least 1 MLD for at least one year.</p> <p>The marks shall be awarded as follows: Category I: Score of 2 marks shall be awarded for every 1MLD Pharma based CETP. (Subject to maximum of 6 marks). Category II: Score of 2.5 marks shall be awarded to each 1MLD Pharma/Petrochemical/Chemical based CETP. (Subject to maximum of 10 marks). Category III: Score of 2 marks shall be awarded to each additional 1MLD Pharma/Petrochemical/Chemical based CETP in projects evaluated above or any other project (subject to maximum of 4 marks). Note: While evaluation against any category (I, II and III), the volume considered in other category will not be taken.</p>										
6.	<p>RFP Volume I: 3.3 Technical Capacity for purposes of evaluation.</p> <p>3.3.1 (D) (ii) With reference to Technical Presentation covering the following, marking will commensurate as below:</p> <table border="1" data-bbox="296 1256 1052 1369"> <thead> <tr> <th>Category</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Understanding of the existing Project</td> <td>04</td> </tr> <tr> <td>Approach, Methodology and implementation plan</td> <td>04</td> </tr> </tbody> </table>	Category	Marks	Understanding of the existing Project	04	Approach, Methodology and implementation plan	04	<p>RFP Volume I: 3.3 Technical Capacity for purposes of evaluation.</p> <p>3.3.1 (D) (ii) With reference to Technical Presentation covering the following, marking will commensurate as below:</p> <table border="1" data-bbox="1081 1294 1814 1369"> <thead> <tr> <th>Category</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Understanding of the existing Project</td> <td>01</td> </tr> </tbody> </table>	Category	Marks	Understanding of the existing Project	01
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SI.NO	Existing Clause		Amendment	
	Type of technology proposed	04	Approach, Methodology and implementation plan	15
	Relevance of technology in Pharma Industry	04		
	Life cycle costs & End user benefits in terms of affordable user charges	04	Type of technology proposed	04
	Successful installations in Pharma/ chemical industries in India	05	Relevance of technology in Pharma Industry	01
			Life cycle costs & End user benefits in terms of affordable user charges	03
			Successful installations in Pharma/ chemical industries in India	01

Sd/-

CHIEF ENGINEER

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Note: Detailed Calculations for Change in the Weighted Average Tariff w.r.t. expiry of Concession Period of Modules or any part thereof exceeding 1 MLD capacity

The revised Weighted Average Tariff for the entire modules under operation is as below:

$$RT = [(C_T * T_P * T_{Opex \%}) + (C_{NT} * T_P)] / (C_T + C_{NT})$$

Where; RT – Revised Tariff, C_T – Capacity of module for which the concession period of 20 years completed, T_P – total Prevailing Tariff, T_{Capex} – Proportion of Capital cost in Tariff quoted, T_{Opex} – Proportion of Operations (O&M) cost in Tariff quoted and C_{NT} – capacity of operational module other than C_T.

Illustrative example for the revised tariff									
Year of concession	Tariff with 5% escalation YOY	Module 1 - 1MLD		Module 2 - 2MLD		Module 3 - 1MLD		Total Revised Tariff	Remarks
		Capex component of the Tariff (with 5% YoY increment)	Opex component of the Tariff (with 5% YoY increment)	Capex component of the Tariff	Opex component of the Tariff	Capex component of the Tariff	Opex component of the Tariff		
1.5	1000	200	800						Assuming module 1 of 1MLD capacity is operational from 1.5 year
5	1216								Assuming module 2 of 2MLD capacity is operational from 5th year
10	1551							1551	Assuming module 3 of 1MLD capacity is operational from 10th year
20	2292	458	1834		1834			2177.5	End of concession period for module 1 (i.e. ((1834*1)+(2292*2)+(2292*1))/4)
21	2407		1925		1925			2286.375	
22	2527		2022		2022			2400.694	

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23	2653		2123	530	2123	530	2123	2255.5	End of concession period for module 1 (i.e. $((2123*1)+(2123*2)+(2653*1))/4$)
24	2786		2229		2229	557	2229	2368.275	
25	2925		2340		2340	584	2341	2486.689	
26	3071		2457		2457	614	2458	2611.023	
27	3225		2580		2580	644	2581	2741.574	
28	3386		2709		2709	676	2710	2878.653	Concession period ends

Other conditions:

- Sum of Tariff_{Capex} and Tariff_{Opex} should be equal to 100% of the total tariff and to be quoted by the bidder along with the financial bid. Tariff_{Capex} (%) should not be less than 20% of the total tariff.

Concession Period:

- The Concession Period shall be extended by a period of 18.5 years from the installation of such modules with capacity of 1 MLD or more.
- Minimum Size of the Module should be 1 MLD. Any part development below 1 MLD shall not be permitted.