

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

Reference no: 002/TSIIC/HPC/2021-22 dated 01.02.2022

S.No	RFP Reference	Original Clause	Revised Clause
1.	RFP Volume I 1.1.3, Sl. No. 38, 39 & 40 and 2.13 Sealing and Marking of Bids	Bid Submission – Sealing and Marking of Bids	The Bid Submission documentation structure shall be as per Clause 2.13 of RFP Volume I.
2.	RFP Volume III OBLIGATION OF THE CONCESSIONAIRE	5. OBLIGATION OF THE CONCESSIONAIRE	<p>Following new sub clause is added to the list:</p> <p>5.17 OBLIGATIONS RELATING TO CHANGE IN RULES & REGULATIONS BY TSIIC/HPC</p> <p>Anytime during the concession period, if as a result of change in Rules & Regulations with respect to development & maintenance of Hyderabad Pharma City by TSIIC/HPCL, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which is 5% of the Fixed Charges and/or the Variable Charges in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement through Tariff Committee meeting so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Regulation resulting in the</p>

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			cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet / Tariff Committee shall meet, as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement or change in Tariff as the case may be.
3.	RFP Volume III OBLIGATION OF THE AUTHORITY	6.1. GENERAL OBLIGATIONS OF THE AUTHORITY	Following new sub clause is added to the list: (c) In the cases of disruption caused for utility services such as water, recycled water and power supply in the events other than Force Majeure or by other third-party agencies' actions or other Concessionaire's actions, Authority shall make reasonable efforts to restore the utilities within 48 hours, at its own cost. If such disruption is not restored within 48 hours, Authority shall pay to the Concessionaire by way of compensation, as recommended by Independent Expert and Tariff Committee.
4.	RFP Volume III 25.5.3 MEMBERSHIP FEE/ CAPITAL SUPPORT FEE	<ul style="list-style-type: none"> For better understanding of demand and reduce demand risk for the Developer, an agreement with industry units may be 	The Clause is amended as below: <ul style="list-style-type: none"> For better understanding of demand and reduce demand risk for the Developer, an

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		<p>signed allowing the Developer to collect a fixed Membership Fee (Capital Support Fee).</p> <ul style="list-style-type: none"> The Developer is entitled to charge a Membership Fee (from the member industries) while entering into Cooling Service Agreement with member industry units. Maximum membership fee that can be charged is Rs. 20,000/- / TR (Rupees Twenty Thousand per TR).... 	<p>agreement with industry units may be signed allowing the Developer to collect a fixed Membership Fee (Capital Support Fee).</p> <ul style="list-style-type: none"> The Developer is entitled to charge a Membership Fee (from the member industries) while entering into Cooling Service Agreement with member industry units. The maximum Membership fee that can be charged for the first year of operation is Rs. 20,000/- / TR (Rupees Twenty Thousand per TR). The fixed Membership for the subsequent years for new member industries shall be applicable with an increment of 5 % year on year.
5.	RFP Volume III 32.3. TERMINATION PAYMENT	32.3.1 Upon Termination on account of a Concessionaire Default during the Operations Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to: (a) [90% (ninety per cent)] of Debt Due less Insurance Cover; and (b) [70% (seventy per cent)] of the amount representing the Additional Termination Payment:	The Clause is amended as below: 32.3.1 Upon Termination on account of a Concessionaire Default during the Operations Period, the Authority shall pay to the Concessionaire, by way of Termination Payment in accordance with provisions of clause 32.4 and shall pay an amount equal to [90% (ninety per cent)] of Debt Due less Insurance Cover; and

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		<p>Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then [70% (seventy per cent)] of such unpaid claims shall be included in the computation of Debt Due.</p> <p>For avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to the [Project COD], save and except as provided in Article 32.3.3.</p>	<p>Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then [70% (seventy per cent)] of such unpaid claims shall be included in the computation of Debt Due.</p> <p>For avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to the [Project COD], save and except as provided in Article 32.3.3.</p>
6.	RFP Volume III 32.3. TERMINATION PAYMENT	<p>32.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:</p> <p>(i) Debt Due; (ii) [150% (one hundred and fifty per cent)] of the Adjusted Equity; and (iii) [115% (one hundred and fifteen per cent)] of the amount representing the Additional Termination Payment.</p>	<p>The Clause is amended as below:</p> <p>32.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment in accordance with provisions of clause 32.4.1 and an amount equal to:</p> <p>(i) Debt Due; and (ii) [150% (one hundred and fifty per cent)] of the Adjusted Equity.</p>
7.	RFP Volume III 45. Definitions	<p>45.1. DEFINITIONS</p> <p>“Adjusted Equity”</p> <p>(a)... (b)...</p> <p>(c) any time after the 4th (fourth) anniversary of Project COD, the Adjusted</p>	<p>The Clause is amended as below:</p> <p>“Adjusted Equity”</p> <p>“Adjusted Equity” means the Equity funded in Indian Rupees and adjusted</p>

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		<p>Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by [0.15% (zero point one five per cent)] 45 thereof at the commencement of each month following the 4th (fourth) anniversary of Project COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between Project COD and the Reference Date;</p> <p>and the aforesaid shall apply, mutatis mutandis, to the Equity funded in Indian Rupees and expended for Additional Development Obligations. For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made;</p>	<p>on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:</p> <p>(a) on or before Project COD/(Module COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;</p> <p>(b) from Project COD /Module COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following Project COD/Module COD to the extent of variation in WPI occurring between Project COD/ Module COD and the Reference Date;</p> <p>(c) any time after the 4th (fourth) anniversary of Project COD / Module COD, the Adjusted Equity hereunder shall be a sum</p>

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			<p>equal to the Base Adjusted Equity, reduced by [XX % (XX per cent)] (For each module, this number XX shall be arrived by the product of 100 divided by the number of months comprising the remaining Operations Period. For example, the figure for a thirty (28) year Operation Period (based on operation period left for such module at the beginning of the module and any extension thereof) shall be $100 / (28 * 12) = 0.298$ rounded off to two decimal points i.e. 0.30 and for a twenty (20) year of remaining Operation Period shall be $100 / (20 * 12) = 0.41677$ rounded off to two decimal points i.e. 0.42 and so on] thereof at the commencement of each month following the 4th (fourth) anniversary of Project COD (Module COD) and the amount so arrived at shall be revised to the extent of variation in WPI occurring between Project COD (Module COD) and the Reference Date;</p> <p>For the avoidance of doubt, the Adjusted Equity shall be calculated Module wise taking in to account the implementation of each Module. For calculation of termination payment, the Adjusted Equity shall be</p>

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			calculated as mentioned above for each module and subsequently, these adjusted equity for different modules shall be added to arrive at the final value of the Adjusted Equity.																
8.	RFP Volume III SCHEDULE G - PROJECT COMPLETION SCHEDULE	<p>5. Triggers for Development of Additional Development Obligations</p> <table border="1"> <tr> <td data-bbox="726 586 856 1268">Module 4</td> <td data-bbox="856 586 982 1268">25,000</td> <td data-bbox="982 586 1171 1268">90% utilization of installed plant capacity (any incremental capacity added in module 4) for a continuous period of 6 months from COD of Module-4 or part</td> <td data-bbox="1171 586 1350 1268">90 % utilization of entire Module 1, Module 2, Module 3 & Module 4 (1,00,000 TR Capacity) for a continuous period of 6 months</td> </tr> <tr> <td data-bbox="726 1268 856 1386">Module 5</td> <td data-bbox="856 1268 982 1386">25,000</td> <td data-bbox="982 1268 1171 1386">90% utilization of installed</td> <td data-bbox="1171 1268 1350 1386">NA</td> </tr> </table>	Module 4	25,000	90% utilization of installed plant capacity (any incremental capacity added in module 4) for a continuous period of 6 months from COD of Module-4 or part	90 % 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	90% utilization of installed	NA	<p>The Clause is amended as below:</p> <table border="1"> <tr> <td data-bbox="1371 586 1497 1268">Module 4</td> <td data-bbox="1497 586 1623 1268">25,000</td> <td data-bbox="1623 586 1812 1268">90% utilization of installed plant capacity (any incremental capacity added in module 4) for a continuous period of 6 months from COD of Module-3 or part</td> <td data-bbox="1812 586 1999 1268">90 % utilization of entire Module 1, Module 2, Module 3 & Module 4 (1,00,000 TR Capacity) for a continuous period of 6 months</td> </tr> <tr> <td data-bbox="1371 1268 1497 1386">Module 5</td> <td data-bbox="1497 1268 1623 1386">25,000</td> <td data-bbox="1623 1268 1812 1386">90% utilization of installed</td> <td data-bbox="1812 1268 1999 1386">NA</td> </tr> </table>	Module 4	25,000	90% utilization of installed plant capacity (any incremental capacity added in module 4) for a continuous period of 6 months from COD of Module-3 or part	90 % 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	90% utilization of installed	NA
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				plant capacity (any incremental capacity added in module 5) for a continuous period of 6 months from COD of Module-5 or part			plant capacity (any incremental capacity added in module 5) for a continuous period of 6 months from COD of Module-4 or part
9.	RFP Volume III SCHEDULE L. - Terms of Reference for the Independent Expert	3. Operation Period			Following new sub clause is added to the list: 3.9 In the events other than Force Majeure or by other third-party agencies' action or other Concessionaire's actions, where disruption is occurred for utility services such as water, recycled water and power supply, the Independent Expert and tariff committee shall review the same and recommend the compensation to be paid by Authority to Concessionaire if the disruption of utility is not restored within 48 hours.		

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10.	RFP Volume III SCHEDULE R Guidelines of Tariff Committee	<p>Charter of the Tariff Committee</p> <ul style="list-style-type: none"> To work out the Fixed Charges and Variable Charges adjustments at the beginning of each financial year, or as and when requested by either of the three parties. 	<p>The Clause is amended as below:</p> <p>Charter of the Tariff Committee</p> <ul style="list-style-type: none"> To work out the Variable Charges adjustments at the beginning of each financial year or as and when requested by either of the three parties. The Fixed Charges and Variable Charges adjustments may be done in case of extended period beyond 30 years.
11.	RFP Volume III SCHEDULE R Guidelines of Tariff Committee	<p>Charter of the Tariff Committee</p> <ul style="list-style-type: none"> To hear Change in Law, Force Majeure and Unforeseen Events related claims 	<p>The Clause is amended as below:</p> <p>Charter of the Tariff Committee</p> <ul style="list-style-type: none"> To hear Change in Law, Force Majeure, Change in Rules & Regulation by TSIIC/HPCL and Unforeseen Events related claims
12.	RFP Volume III SCHEDULE S Customer Cooling Service Agreement (CCSA)-Major Terms & conditions	<p>Governing Law and Dispute Resolution Indian law.</p> <p>Arbitration as per a mutually agreed international arbitration mechanism, seat in India.</p>	<p>The Clause is amended as below:</p> <p>Governing Law and Dispute Resolution Indian law.</p> <p>In case of any dispute between the industry/user and the Concessionaire, the dispute shall be sorted by way of arbitration and the user shall not be entitled to stop/object providing of the services by the Concessionaire to the other industries/users</p>

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			<p>in the event of any such dispute or arbitration.</p> <p>The user shall not be entitled to object or approach the Courts for seeking stoppage or suspension of services by the Concessionaire to other industries for any reason whatsoever.</p> <p>It is clearly agreed and understood that the Concessionaire is providing common cooling services to all the users of Hyderabad Pharma City and several other industries/users will be adversely affected by any break/stoppage of the said services by the Concessionaire. The customer of services shall not in any manner stop/interrupt or challenge the provision of the said services by the Developer to the other users/industries.</p>
13.	RFP Volume III SCHEDULE S Customer Cooling Service Agreement (CCSA)-Major Terms & conditions	<p>Security Deposit: Customer shall provide an agreed form of interest free security deposit equivalent to 6 months of Fixed charge payment (each) to the Concessionaire. Such security deposit(s) shall be paid by the Customer on or before the Service Commencement Date.</p>	<p>The Clause is amended as below:</p> <p>Security Deposit: Customer shall provide an agreed form of interest free security deposit equivalent to 3 months of Fixed charge payment (each) to the Concessionaire. Such security deposit(s)</p>

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			shall be paid by the Customer on or before the Service Commencement Date.
14.	RFP volume 1 Sr no. 1.3 Page 27	Schedule of Bidding Process	The Bid Due Date is extended upto 1600 hrs on 15/09/2022

**Sd/-
CHIEF ENGINEER**