

Date: May 6, 2015

Corrigendum cum Addendum Number 3

To

Tender Document for PSDF Support to Stranded gas based plants (Phase 1) bearing Tender Document Number 4/2/2015-Th-I (DGP) dated April 24, 2015

We refer to the aforesaid Tender Document.

A. The provisions of the Tender Document shall stand amended and revised as set out below.

Sr. Number	Clause/ Annexure Number of the Tender Document	Present Provision	Revised Provision
1.	Clause 1.1.20	" Financial Bid Date " shall have the meaning as ascribed to it in Clause 3.13.3	" Financial Bid Date " shall have the meaning as ascribed to it in Clause <u>3.13.1</u>
2.	Clause 1.1.38	" PSDF Performance Security " shall have the meaning ascribed thereto in Clause 7.1	" PSDF Performance Security " shall have the meaning ascribed thereto in Clause <u>7.1.1</u>
3.	Clause 1.1.41	" PSDF Support Ceiling Price " shall be Rs. 1.26 per Unit or Rs. 1.46, Rs. 1.66, Rs. 1.86 and Rs. 2.06 per Unit as may be applicable <u>to every iteration of the Financial Bid</u> , for the Relevant Period	" PSDF Support Ceiling Price " shall be Rs. 1.26 per Unit or Rs. 1.46, Rs. 1.66, Rs. 1.86 and Rs. 2.06 per Unit as may be applicable, for the Relevant Period.
4.	Clause 1.1.49	" Target PLF " shall mean 25%, 27.5%, 30%, 32.5% or 35% PLF, subject to operational and pipeline system constraints, as may be applicable <u>to every iteration of the Financial Bid</u> or such PLF (not exceeding 50%) which is determined based on the allocation of the Unallocated Available e-bid RLNG by the e-bid RLNG Operator to a particular Successful Bidder	" Target PLF " shall mean 25%, 27.5%, 30%, 32.5% or 35% PLF, subject to operational and pipeline system constraints, as may be applicable or such PLF (not exceeding 50%) which is determined based on the <u>additional</u> allocation of the Unallocated Available e-bid RLNG by the e-bid RLNG Operator to a particular Successful Bidder.

5.	Clause 1.1.52	"Technical Bid Due Date" shall mean the due date by which the Technical Bid is required to be submitted in accordance with Clause 3.13.3	"Technical Bid Due Date" shall mean the due date by which the Technical Bid is required to be submitted in accordance with Clause <u>3.13.1</u>
6.	Clause 1.1.53	"Technically Qualified Bidder" shall have the meaning ascribed thereto in Clause 3.3.2(b)	"Technically Qualified Bidder" shall have the meaning ascribed thereto in Clause <u>3.3(h) (i)</u>
7.	Clause 3.1.2	Upon completion of the registration process, the Bidder shall be eligible to download the Tender Document from website of the MSTC	Upon completion of the registration process <u>at MSTC Website</u> , the Bidder shall be eligible <u>to participate in the Tender Process. The Tender Document can be downloaded from website of the MSTC</u>
8.	Clause 3.3(c) (i)	Technical Bids shall be submitted on or before the Technical Bid Due Date as set out in Clause 3.13.3 at the address provided above in Clause 3.3 (b)(v)	Technical Bids shall be submitted on or before the Technical Bid Due Date as set out in Clause <u>3.13.1</u> at the address provided above in Clause 3.3 (b)(v)
9.	Clause 3.3(j) (i)	Prior to the commencement of the Financial Bid, the e-Bid RLNG shall communicate to the Bidders the following: (i) build-up of the price of the e-bid RLNG upto the delivery point; (ii) maximum flow of the e-bid RLNG possible at the delivery point; and (iii) location of the delivery point	Prior to the commencement of the Financial Bid, the e-Bid RLNG <u>Operator</u> shall communicate to the Bidders the following: (i) build-up of the price of the e-bid RLNG upto the delivery point; (ii) maximum flow of the e-bid RLNG possible at the delivery point; and (iii) location of the delivery point.
10.	Clause 3.4.6 (a) as modified by Corrigendum cum Addendum No.1 dated April 28,2015	(i) The Per Unit PSDF Support should be greater than or equal to Rs. 0.00 (Indian Rupees Zero) and less than the applicable PSDF Support Ceiling Price (ii) The Total Incremental Electricity shall be greater than 0 (Zero) MU and should not exceed the number of Units of electricity which can be generated above Base PLF and up to Target PLF during the Relevant Period	(i) The Per Unit PSDF Support should be greater than or equal to Rs. 0.00 (Indian Rupees Zero) and less than <u>or equal to</u> the applicable PSDF Support Ceiling Price (ii) The Total Incremental Electricity shall be greater than 0 (Zero) <u>units</u> and should not exceed the number of Units of electricity which can be generated above Base PLF and up to Target PLF during the Relevant Period
11.	Clause 3.6 (i)	Upon issuance of the Letter of Award, the Successful Bidder shall, within the period as prescribed in Clause 3.13.1, furnish the PSDF Performance Security as specified in Clause 7.1	Upon issuance of the Letter of Award, the Successful Bidder shall, within the period as prescribed in Clause 3.13.1, furnish the PSDF Performance Security as specified in Clause <u>7.1.1.</u>

12.	Clause 5.1.3	The Bidders are also required to submit a Power of Attorney in substantially the same format provided in Annexure - V (<i>Power of Attorney for Signing the Bid</i>), authorising the signatory of the Bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder. The Bidders are required to provide affidavit substantially in the format provided in Annexure - VI	The Bidders are also required to submit a Power of Attorney in substantially the same format provided in Annexure - V (<i>Power of Attorney for Signing the Bid</i>), authorising the signatory of the Bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder. The Bidders are required to provide affidavit in the same format as specified in Annexure – VI
13.	Clause 5.13	Issuance of Fresh Tender The Nodal Authority shall be entitled to issue fresh Tender and invite fresh bids if Unallocated Available e- bid RLNG is equal to or more than 10% of the Available e- bid RLNG. In such scenario, this tender process may be annulled and the PSDF Support and the Available e-bid RLNG may be subjected to re-auction	[deleted]
14.	Clause 7.1.2	The PSDF Performance Security amount shall be 10% percentage of the total PSDF Support receivable by the Successful Bidder	The PSDF Performance Security amount shall be 10% of the total PSDF Support receivable by the Successful Bidder
15.	Annexure-III Clause 3.8 (a)	A Bidder has to quote Per Unit PSDF Support value less than the PSDF Support Ceiling Price fixed for the auction. All subsequent Bids in the auction for Per Unit PSDF support price should be lower than the last quoted value for the same by the Bidder	A Bidder has to quote Per Unit PSDF Support value less than or equal to the PSDF Support Ceiling Price fixed for the auction. All subsequent Bids in the auction for Per Unit PSDF support price should be lower than the last quoted value for the same by the Bidder
16.	Annexure-IV Paragraph 7	In the event, I become the Successful Bidder, I agree to establish Trust & Retention Account with the Lead Bank as per the indicative principles provided in Annexure - XII for the receipts and payments relating to Total Incremental Electricity	In the event, I become the Successful Bidder, I agree to establish Trust & Retention Account with the Lead Bank as per the indicative principles provided in Annexure - X for the receipts and payments relating to Total Incremental Electricity
17.	Annexure-IV Paragraph 27	(b) affidavit in substantially the same format as specified in Annexure - VI of the Tender Document;	(b) affidavit in the same format as specified in Annexure - VI of the Tender Document;

18.	Annexure-IV Paragraph 28	I shall keep this offer valid for 90 (ninety) days from the Technical Bid Due Date specified in the Tender Document or such extended duration as may be agreed with the Nodal Authority	I shall keep this offer valid for 60 (Sixty) days from the Technical Bid Due Date specified in the Tender Document or such extended duration as may be agreed with the Nodal Authority
19.	Annexure-X	In the event, any amount is left in the Trust and Retention Account after repayment of the debts of the Successful Bidder , the same shall be transferred to the PSDF Fund	In the event, any amount is left in the Trust and Retention Account, the same shall be transferred to the PSDF Fund

Clarification: Please refer to the above changes made in the format of Annexure – IV. It is clarified that if a Bidder has already submitted the Technical Bid before the issuance of this Corrigendum cum Addendum No. 3, such Bidder is not required to make any change in its Technical Bid by virtue of the changes made in Annexure – IV as above and such Technical Bid shall be deemed to have incorporated these change and will be accordingly considered.

B. In draft of the PSDF Support Agreement of the Tender Document:

Sr. Number	Clause/ Annexure Number of the Tender Document	Present Provision	Revised Provision
1.	Clause 2.8.2	HHV = Higher heating value of gas	[deleted]