

**Corrigendum cum Addendum No. 4****To****Tender Document for PSDF Support to Stranded gas based plants (Phase III) bearing Tender Document No. 4/2/2016-Th-I dated March 1, 2016**

We refer to the aforesaid Tender Document and various corrigendums issued thereunder. The provisions of the Tender Document and the PSDF Support Agreement shall stand amended and revised as set out below.

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

Sr. No.	Clause No. of the Tender Document	Present Provision	Revised/New Provision
1	Clause 1.1.7 (Definition of 'Available e-bid RLNG')	<p><b>"Available e-bid RLNG"</b> shall mean 8.9 MMSCMD of e-bid RLNG for the Relevant Period assuming Gross Heating Value of 9800 kcal/standard cubic meter or such reduced quantum of e-bid RLNG which is determined when the Aggregate Required e-bid RLNG is lower than 120% of 8.9 MMSCMD of e-bid RLNG in accordance with Clause 3.4.6 (a).</p> <p><i>The aforesaid definition was modified by the corrigendum cum addendum no. 1 dated March 9, 2016:</i></p> <p><b>"Available e-bid RLNG"</b> shall mean <b>7.12</b> MMSCMD of e-bid RLNG for the Relevant Period assuming Gross Heating Value of 9800 kcal/standard cubic meter or such reduced quantum of e-bid RLNG which is determined when the Aggregate Required e-bid RLNG is lower than 120% of <b>7.12</b> MMSCMD of e-bid RLNG in accordance with Clause 3.4.6 (a).</p>	<p><b>"Available e-bid RLNG"</b> shall mean <b>8</b> MMSCMD of e-bid RLNG for the Relevant Period assuming Gross Heating Value of 9800 kcal/standard cubic meter or such reduced quantum of e-bid RLNG which is determined when the Aggregate Required e-bid RLNG is lower than 120% of <b>8</b> MMSCMD of e-bid RLNG in accordance with Clause 3.4.6 (a).</p>
2	Clause 1.1.48	<p><b>"PSDF Support Ceiling Price"</b> shall be per Unit price for the Relevant Period as notified by the Nodal Authority. PSDF Support Ceiling Price shall</p>	<p><b>"PSDF Support Ceiling Price"</b> shall be Rs. 0.00/- (Rupee zero only) per Unit for the Relevant Period.</p>

	(Definition of 'PSDF Support Ceiling Price')	be notified as per the timelines set out in Clause 3.12.1.  <i>The amount of 'PSDF Support Ceiling Price' was notified at Rs. 0.41/- (Forty One Paisa only) per Unit, vide the Ministry of Power's notification dated March 9, 2016.</i>	
3	Clause 2.4.3 (new clause)		In the Tender Document, after Clause 2.4.2.2, a new Clause 2.4.3 shall be inserted as follows:  "2.4.3 In the event, the amount of the Per Unit PSDF Support is a negative number, the Successful Bidder shall have an unconditional obligation to remit the said amount of the PSDF Support to the Nodal Authority. The said PSDF Support amount shall be aggregate of negative Per Unit PSDF Support (x) the total Units of the Incremental Electricity required to be generated by the Successful Bidder. The Successful Bidder shall have an obligation to remit the said amount to the Nodal Authority on monthly basis within a period of forty five (45) days from the expiry of the respective calendar month for the Incremental Electricity generated and supplied in the said calendar month on self-certification basis. The Nodal Authority will reconcile the total amount payable by the Successful Bidder after the end of the Relevant Period and accordingly, intimate about the final amount payable by the Successful Bidder to the Nodal Authority. The GOI shall have the right to recover the said amount by setting off the same against the PSDF Support amount (if any) payable by the GOI to the Successful Bidder or by encashment of the PSDF Performance Security or otherwise. In the event, the amount paid by the Successful Bidder to the Nodal Authority during the Relevant Period is more amount than the amount payable by it as per the reconciliation done by the Nodal Authority, the Nodal Authority shall remit the said excess amount back to the Successful Bidder."
4	Clause 3.4.6 (a) (i)	For example:	For example:

		<p>Suppose the Aggregate Required e-bid RLNG is 8.08 MMSCMD only. Then the quantum of the Available e-bid RLNG will be reduced to <math>8.08/1.2 = 6.73</math> MMSCMD only. The e-bid RLNG Operator will not import that balance <math>(8.9-6.73)=2.17</math> MMSCMD e-bid RLNG.</p> <p><i>The aforesaid definition was modified by the corrigendum cum addendum no. 1 dated March 9, 2016:</i></p> <p>For example:</p> <p>Suppose the Aggregate Required e-bid RLNG is <b>7.08</b> MMSCMD only. Then the quantum of the Available e-bid RLNG will be reduced to <b><math>7.08/1.2 = 5.90</math></b> MMSCMD only. The e-bid RLNG Operator will not import that balance <b><math>(7.12-5.90)=1.22</math></b> MMSCMD e-bid RLNG.</p>	<p>Suppose the Aggregate Required e-bid RLNG is 7.8 MMSCMD only. Then the quantum of the Available e-bid RLNG will be reduced to <math>7.8/1.2 = 6.5</math> MMSCMD only. The e-bid RLNG Operator will not import that balance <math>(8-6.5) = 1.5</math> MMSCMD e-bid RLNG.</p>
5	Clause 3.4.6 (a)	<p>The Financial Bid shall also be subject to the following:</p> <ul style="list-style-type: none"> <li>(i) The Per Unit PSDF Support should be greater than or equal to Rs. 0.00 (Indian Rupees Zero) and less than or equal to the PSDF Support Ceiling Price.</li> <li>(ii) The Total Incremental Electricity shall be greater than 0 (Zero) Units 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.</li> </ul>	<p>The Financial Bid shall also be subject to the following:</p> <ul style="list-style-type: none"> <li>(i) The Per Unit PSDF Support should be less than or equal to the PSDF Support Ceiling Price.</li> <li>(ii) The Total Incremental Electricity shall be greater than 0 (Zero) Units 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.</li> <li>(iii) The Bidders may also bid negative amount of the Per Unit PSDF Support.</li> </ul>
6	Clause 3.12.1		

SI	Particulars	Timelines			SI	Particulars	Timeline		
9	Technical Bid Due Date	1500 hours	Friday	11 March 2016	9	Technical Bid Due Date	1200 hours	Saturday	19 March 2016
10	Last date of withdrawal of Technical bid	1500 hours	Friday	11 March 2016	10	Last date of withdrawal of Technical bid	1200 hours	Saturday	19 March 2016
11	Opening of the Technical Bid	1700 hours	Friday	11 March 2016	11	Opening of the Technical Bid	1400 hours	Saturday	19 March 2016
12	Declaration of Technically Qualified Bidders	1200 hours	Tuesday	15 March 2016	12	Declaration of Technically Qualified Bidders	0900 hours	Sunday	20 March 2016
13	Conduct of electronic bidding for Eligible Plants of the Technically Qualified Bidders ("Financial Bid Date")	1400 hours	Tuesday	15 March 2016	13	Conduct of electronic bidding for Eligible Plants of the Technically Qualified Bidders ("Financial Bid Date")	1100 hours	Sunday	20 March 2016
14	EPMC Meeting		Thursday	17 March 2016	14	EPMC Meeting		Monday	21 March 2016
15	Issuance of Letter of Award to the Successful Bidders.		Friday	18 March 2016	15	Issuance of Letter of Award to the Successful Bidders.	1800 hours	Monday	21 March 2016
16	Last date of submission of a copy of the Trust and Retention Account Agreement executed between the Successful Bidder and its lender to the Nodal Authority, Performance security and such other information as may be required by the Nodal Authority.	1500 hours	Wednesday	23 March 2016	16	Last date of submission of a copy of the Trust and Retention Account Agreement executed between the Successful Bidder and its lender to the Nodal Authority, Performance security and such other information as may be required by the	1200 hours	Monday	28 March 2016
17	Execution of the PSDF Support Agreement	1500 hours	Monday	28 March 2016					

			between the Successful Bidders and Nodal Authority.						Nodal Authority.					
		18	Execution of the e-bid RLNG Sale Agreement between the Successful Bidders and GAIL.	1500 hours	Monday	28 March 2016								
		19	Delivery of the executed Discom's Letter of Confirmations in the format prescribed in the PSDF Support Agreement, to the Nodal Authority	1700 hours	Wednesday	30 March 2016			17	Execution of the PSDF Support Agreement between the Successful Bidders and Nodal Authority.	1200 hours	Tuesday	29 March 2016	
									18	Execution of the e-bid RLNG Sale Agreement between the Successful Bidders and GAIL.	1200 hours	Tuesday	29 March 2016	
									19	Delivery of the executed Discom's Letter of Confirmations in the format prescribed in the PSDF Support Agreement, to the Nodal Authority	1700 hours	Thursday	31 March 2016	
7	7.1.2	The PSDF Performance Security amount shall be as notified by the Nodal Authority to the Bidder. PSDF Performance Security amount shall be notified as per the timelines set out in Clause 3.12.1.						The amount of the PSDF Performance Security shall be higher of the following:  (i) 3% <b>X</b> Target Price (Rs. 4.70) <b>X</b> Number of Units of Total Incremental Electricity. (ii) Negative Per Unit PSDF Support Amount <b>X</b> Number of Units of Total Incremental Electricity.						

8	7.1.5 (New Clause)		<p>In the Tender Document, after Clause 7.1.4, a new Clause 7.1.5 shall be inserted as follows:</p> <p>“The PSDF Performance Security shall be payable at New Delhi, failing which it shall not be accepted.”</p>
9	Annexure III – Clause 3.6 (a)	<p>Step 1. The auction will start with a declared Target PLF of 35% value and the PSDF Support Ceiling Price for that PLF level which will be displayed on the screen. Auction will remain open for 45 minutes duration during which the Bidders will be required to submit the Total Incremental Electricity subject to a maximum value corresponding to Target PLF. During this period a Bidder can only increase the Total Incremental Electricity and the last Bid submitted will only be considered for Step 2 of the auction, if any. If a Bidder doesn't quote in this step, it will be deemed that the Total Incremental Electricity value for the Bidder for this round of PLF is "zero". The system will calculate the quantity of e-Bid RLNG that would be required to generate the quoted number of Units of Total Incremental Electricity based on Allowable SHR provided by the Central Electricity Authority. After which, the Bidder will be required to click on BID button to register its Bid. The Bid should be submitted duly signed with the registered DSC of the Bidder. Successful submission of Bid will display the quantity of e-Bid RLNG provisionally allotted to the Bidder. At this stage, the field to quote the Per Unit PSDF Support will remain disabled and the Bidder will not be able to quote any price in the said field.</p> <p>In case, at the end of Step 1 for 35% PLF value, the Aggregate Required e-bid RLNG is less than 120% of the Available e-bid RLNG, then the Available e-bid RLNG will be reduced in such manner so that the Aggregate Required e-bid RLNG is equal to 120% of the Available e-bid RLNG, after such reduction.</p>	<p>Step 1. The auction will start with a declared Target PLF of 30% value and the PSDF Support Ceiling Price for that PLF level which will be displayed on the screen. Auction will remain open for 45 minutes duration during which the Bidders will be required to submit the Total Incremental Electricity subject to a maximum value corresponding to Target PLF. During this period a Bidder can only increase the Total Incremental Electricity and the last Bid submitted will only be considered for Step 2 of the auction, if any. If a Bidder doesn't quote in this step, it will be deemed that the Total Incremental Electricity value for the Bidder for this round of PLF is "zero". The system will calculate the quantity of e-Bid RLNG that would be required to generate the quoted number of Units of Total Incremental Electricity based on Allowable SHR provided by the Central Electricity Authority. After which, the Bidder will be required to click on BID button to register its Bid. The Bid should be submitted duly signed with the registered DSC of the Bidder. Successful submission of Bid will display the quantity of e-Bid RLNG provisionally allotted to the Bidder. At this stage, the field to quote the Per Unit PSDF Support will remain disabled and the Bidder will not be able to quote any price in the said field.</p> <p>In case, at the end of Step 1 for 30% PLF value, the Aggregate Required e-bid RLNG is less than 120% of the Available e-bid RLNG, then the Available e-bid RLNG will be reduced in such manner so that the Aggregate Required e-bid RLNG is equal to 120% of the Available</p>

	<p>Suppose the Aggregate Required e-bid RLNG is 8.08 MMSCMD only. Then the quantum of the Available e-bid RLNG will be reduced to <math>8.08/1.2 = 6.73</math> MMSCMD only. The e-bid RLNG Operator will not import that balance <math>(8.9-6.73)=2.17</math> MMSCMD e-bid RLNG</p> <p>If the Aggregate Required e-bid RLNG is equal to or above 120% of the Available e-bid RLNG; the Available e-bid RLNG will be 8.9 MMSCMD.</p> <p><u><i>The aforesaid definition was modified by the corrigendum cum addendum no. 1 dated March 9, 2016:</i></u></p> <p>Step 1. The auction will start with a declared Target PLF of <b>30%</b> value and the PSDF Support Ceiling Price for that PLF level which will be displayed on the screen. Auction will remain open for 45 minutes duration during which the Bidders will be required to submit the Total Incremental Electricity subject to a maximum value corresponding to Target PLF. During this period a Bidder can only increase the Total Incremental Electricity and the last Bid submitted will only be considered for Step 2 of the auction, if any. If a Bidder doesn't quote in this step, it will be deemed that the Total Incremental Electricity value for the Bidder for this round of PLF is "zero". The system will calculate the quantity of e-Bid RLNG that would be required to generate the quoted number of Units of Total Incremental Electricity based on Allowable SHR provided by the Central Electricity Authority. After which, the Bidder will be required to click on BID button to register its Bid. The Bid should be submitted duly signed with the registered DSC of the Bidder. Successful submission of Bid will display the quantity of e-Bid RLNG provisionally allotted to the Bidder. At this stage, the field to quote the Per Unit PSDF Support will remain disabled and the Bidder will not be able to quote any price in the said field.</p> <p>In case, at the end of Step 1 for <b>30%</b> PLF value, the Aggregate Required e-bid RLNG is less than 120% of the Available e-bid RLNG, then the</p>	<p>e-bid RLNG, after such reduction.</p> <p>Suppose the Aggregate Required e-bid RLNG is 7.8 MMSCMD only. Then the quantum of the Available e-bid RLNG will be reduced to <math>7.8/1.2 = 6.5</math> MMSCMD only. The e-bid RLNG Operator will not import that balance <math>(8-6.5) = 1.5</math> MMSCMD e-bid RLNG.</p> <p>If the Aggregate Required e-bid RLNG is equal to or above 120% of the Available e-bid RLNG; the Available e-bid RLNG will be 8 MMSCMD.</p>
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10	Annexure III – Clause 3.8 (b)	The decrement value for Per Unit PSDF Support is Rs. 0.01 or multiples thereof.	The decrement value for Per Unit PSDF Support is Rs. -0.01 or multiples thereof.

2. The provisions of the PSDF Support Agreement (Annexure – XI of the Tender Document) shall stand amended and revised as set out below.

Sr. No.	Clause No. of the PSDF Support Agreement	Present Provision	Revised/New Provision
11	Clause 2.2A		<p>In the PSDF Support Agreement, after Clause 2.2, a new Clause 2.2A shall be inserted as follows:</p> <p>"2.2A In the event, the Per Unit PSDF Support Amount is a negative number, the Successful Bidder shall have an unconditional obligation to remit the said amount of the PSDF Support Amount to the Nodal Authority. The said PSDF Support Amount shall be aggregate of negative Per Unit PSDF Support Amount (x) the total Units of the Incremental Electricity required to be generated by the Successful</p>



									<p>Bidder. The Successful Bidder shall remit the said amount to the Nodal Authority on monthly basis within a period of forty five (45) days from the expiry of the respective calendar month for the Incremental Electricity generated and supplied in the said calendar month on self-certification basis. The Nodal Authority will reconcile the total amount payable by the Successful Bidder after the end of the Relevant Period and accordingly, intimate about the final amount payable by the Successful Bidder to the Nodal Authority. It is agreed that the GOI shall have the right to recover the said amount by setting off the same against the PSDF Support Amount (if any) payable by the GOI to the Successful Bidder or by encashment of the PSDF Performance Security or otherwise. In the event, the amount paid by the Successful Bidder to the Nodal Authority during the Relevant Period is more amount than the amount payable by it as per the reconciliation done by the Nodal Authority, the Nodal Authority shall remit the said excess amount back to the Successful Bidder.</p>													
12	Clause 5.2.1 - Sr. No. (a) & €	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Appropriation Events</th> <th>Amount of the PSDF Performance Security to be appropriated</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>production and supply of the Incremental Electricity to the Discom less than 70% of the Total Incremental Electricity due to any reason;</td> <td>An amount equal 15% of the aggregate of the Per Unit PSDF Support Amount (x)(multiplied by) number of Units being deficit in 70% of the Total Incremental Electricity subject a maximum of entire PSDF Performance Security.</td> </tr> <tr> <td>(e)</td> <td>for any amount as per the demand of the GOI based on the Negative Revised Per Unit PSDF Support Amount as</td> <td>equal to the amount of the GOI's demand</td> </tr> </tbody> </table>	Sr. No.	Appropriation Events	Amount of the PSDF Performance Security to be appropriated	(a)	production and supply of the Incremental Electricity to the Discom less than 70% of the Total Incremental Electricity due to any reason;	An amount equal 15% of the aggregate of the Per Unit PSDF Support Amount (x)(multiplied by) number of Units being deficit in 70% of the Total Incremental Electricity subject a maximum of entire PSDF Performance Security.	(e)	for any amount as per the demand of the GOI based on the Negative Revised Per Unit PSDF Support Amount as	equal to the amount of the GOI's demand		<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Appropriation Events</th> <th>Amount of the PSDF Performance Security to be appropriated</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>production and supply of the Incremental Electricity to the Discom less than 70% of the Total Incremental Electricity due to any reason;</td> <td>An amount equal 1.5% of the aggregate of Target Price (Rs. 4.70/-) (x)(multiplied by) number of Units being deficit in 70% of the Total Incremental Electricity subject a maximum of entire PSDF Performance Security.</td> </tr> <tr> <td>(e)</td> <td>for any amount as per the demand of the GOI based on the Negative Revised Per Unit PSDF Support Amount as more particularly set</td> <td>equal to the amount of the GOI's demand</td> </tr> </tbody> </table>	Sr. No.	Appropriation Events	Amount of the PSDF Performance Security to be appropriated	(a)	production and supply of the Incremental Electricity to the Discom less than 70% of the Total Incremental Electricity due to any reason;	An amount equal 1.5% of the aggregate of Target Price (Rs. 4.70/-) (x)(multiplied by) number of Units being deficit in 70% of the Total Incremental Electricity subject a maximum of entire PSDF Performance Security.	(e)	for any amount as per the demand of the GOI based on the Negative Revised Per Unit PSDF Support Amount as more particularly set	equal to the amount of the GOI's demand
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3. The provisions of the Trust and Retention Account Agreement (Annexure – X of the Tender Document) shall stand amended and revised as set out below.

Sr. No.	Clause No. of the Trust and Retention Account Agreement	Present Provision	Revised/New Provision
13	Clause 1.1 (Definitions) Definition of 'Statutory Dues'	<b>Statutory Dues</b> means all Taxes and any other payment due and payable for the Relevant Period, to any governmental authority under any Applicable Law.	<b>Statutory Dues</b> means: (i) all Taxes and any other payment due and payable for the Relevant Period, to any governmental authority under any Applicable Law; and (ii) negative amount of PSDF Support Amount payable by the Successful Bidder to the Nodal Authority as per the PSDF Support Agreement.