


Tender No. GEPL/POWER/2018-19/G563

Date: July 23, 2018

MSTC Event No: Gigaplex Estate Private Limited/Medium/Lumpsum Tariff/18-19/RA/44

<u>Gigaplex Estate Private Limited</u>	 K RAHEJA CORP
	Plot No: C-30, G Block, Next to Bank of Baroda, Bandra Kurla Complex, Bandra (E) Mumbai-400051, Maharashtra, India

### Corrigendum II

M/s. Gigaplex Estate Private Limited (GEPL) had filed a Petition before the Hon'ble Maharashtra Electricity Regulatory Commission for the approval to allow deviations from Ministry of Power's Model Bidding Documents for Medium Term Procurement of Power for its Licenced Area. The Hon'ble Commission has issued the Order in Case No. 207 of 2018 on 19.07.2018. Accordingly, GEPL issues following amendments in the original RFP/RFQ/APP documents. It is noted that except for the below mentioned changes and the clarifications issued in response to the queries submitted by the prospective bidders, the rest of the clauses of these documents remained unchanged.

**1. Amendment in APP related to Concessional fuel**– Following clauses shall be considered as omitted from the APP.

a) Clause 5.8 of the APP regarding 'Obligation relating to Concessional Fuel':

*"5.8 Obligation relating to Concessional Fuel*

*Without prejudice to the provisions of clause 12.5, the Supplier acknowledges, agrees and undertakes not to use any Concessional Fuel for production of electricity and supply thereof in pursuance of the provisions of this Agreement."*

b) Clause 7.1(o) of the APP regarding 'Representation and Warranties':

*"(o) it shall at no time use Concessional Fuel for production of electricity and supply thereof to the Utility under this Agreement;"*

c) Clause 12.5 of the APP regarding 'Restrictions on use of Concessional Fuel':

*"12.5 Restrictions on use of Concessional Fuel*

*The Supplier acknowledges that it is not entitled to use Concessional Fuel except for production of electricity and supply thereof under and in accordance with a long-*

*term power purchase agreement with a Utility in accordance with the provisions of the Act and, therefore, agrees and undertakes not to use any Concessional Fuel for production and supply of electricity in pursuance of this Agreement. if Supplier is NOT a Trading Licensee, or the Supplier undertakes that the Developer shall not use Concessional Fuel for production and supply of electricity in pursuance of this Agreement if supplier is a Trading Licensee]. The Supplier further acknowledges and agrees that in the event of any breach of the provisions of this Clause 12.5, the Utility shall be entitled to deduct, withhold and appropriate 60% (sixty per cent) of the Tariff as Damages for and in respect of the electricity produced and supplied by use of Concessional Fuel, without prejudice to the rights of the Utility to appropriate the Performance Security and terminate this Agreement as if a Supplier Default has occurred.*

*Provided, however, that in case gas is supplied by ONGC/GAIL on concessional terms, the Utility and the Supplier may, with prior approval of the Government, use such gas for production of electricity and supply thereof under this Agreement.”*

d) Clause 19.1(k) regarding termination of the APP:

*“...(k) uses Concessional Fuel for production and supply thereof to the Utility during any 3 (three) days in any month;”*

e) Definition of Concessional Fuel in Article 26 of the APP:

*“Concessional Fuel” shall mean Fuel which is produced or procured by the Supplier through any form of concessional, preferential or captive allocation or sale of such Fuel or the source thereof by a Government Instrumentality or an entity owned or controlled by the Central Government or the State Government, as the case may be, but does not include Fuel, or the source thereof, which is procured through any form of bidding, auction or other means of procurement where the price of Fuel to be paid by the Supplier is determined by market forces;...”*

## **2. Modifications in APP related to treatment of Taxes and duties:**

a) Clause no. 11.8.1. has been modified as:

*“11.8.1. The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties. It is further agreed that any increase or decrease in costs due to variation in taxes shall be adjusted in accordance to the provisions for Change in Law as mentioned in the Article 21 of this APP.”*

b) Clause no. 11.8.2. stands deleted.

**3. Modifications in APP related to Validity of the Performance Security:**

a) Clause no. 11 of Schedule B of the APP has been modified as:

*“11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of **Six months** from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement. “*

**4. Amendment in APP related to appropriate correction in article 5.1.5 (a):**

a) Article 5.1.5 (a) has been modified as:

*“5.1.5. The Supplier shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:*

*(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for obtaining Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws; **Non-grant of medium term open access shall be mutually decided by the Utility and Supplier;**”*

**5. Modified timelines:**

<b>S.No.</b>	<b>Description</b>	<b>Date and Time</b>	<b>Time</b>	<b>Day</b>
1	Last date and time of submission of e-Tender (including Section A and Section B) – Bid Due Date	06-08-2018	NA	Monday
2	Opening of Application	06-08-2018	NA	Monday
3	Intimation to short-listed and pre-qualified Bidders for opening of their Bids	15-08-2018	NA	Wednesday
4	Opening of Bids of those Bidders who are short-listed and pre-qualified in the RFQ Process	20-08-2018	10:00	Monday
5	Start of e-Reverse Auction	20-08-2018	12:00	Monday
6	Close of e-Reverse Auction	20-08-2018	14:00	Monday
7	L-1 Matching	20-08-2018	15:00	Monday
8	Issue of Letter of Award (LOA)	30-08-2018	NA	Thursday
9	Validity of Bids	04-12-2018	NA	Tuesday
10	Signing of APP	07-09-2018	NA	Friday

**Sd/-**

**Authorized Signatory**