

Amendment-III dated 18.05.2022 on the Request for Proposal Document and Transmission Service Agreement issued for selection of bidder as Transmission Service Provider to establish “Transmission Scheme for Solar Energy Zone in Gadag (1500 MW), Karnataka: Part A-Phase-II” through tariff based competitive bidding process

SI No.	Clause No.	Existing Provision	New / Revised Clause																				
1	RFP	<p>Scope of Work:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Scope of the Transmission Scheme</th> <th>Scheduled COD in months from Effective Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Gadag PS - Koppal PS 400 kV (high capacity equivalent to quad moose) D/C Line</td> <td rowspan="3">18</td> </tr> <tr> <td>2</td> <td>2 nos. of 400 kV line bays at each end of Gadag PS and Koppal PS 400 kV D/c line</td> </tr> <tr> <td></td> <td>400 kV line bays – 4 nos.</td> </tr> </tbody> </table> <p>Note:</p> <p>i) <i>Developer of Koppal PS to provide space for 2 no. of 400 kV line bays at Koppal PS for termination of Gadag PS-Koppal PS 400 kV (high capacity equivalent to quad moose) D/C Line.</i></p> <p>ii) <i>Developer of Gadag-Ph I PS to provide space for 2 no. of 400 kV line bays at Gadag PS for termination of Gadag PS-Koppal PS 400 kV (high capacity equivalent to quad moose) D/C Line</i></p>	Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date	1	Gadag PS - Koppal PS 400 kV (high capacity equivalent to quad moose) D/C Line	18	2	2 nos. of 400 kV line bays at each end of Gadag PS and Koppal PS 400 kV D/c line		400 kV line bays – 4 nos.	<p>The revised Scope of Work is as under:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Scope of the Transmission Scheme</th> <th>Scheduled COD in months from Effective Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>400/220 kV, 3x500 MVA ICT Augmentation at Gadag Pooling Station 400/220 kV, 500 MVA ICT – 3 400 kV ICT bays – 3 220 kV ICT bays – 3 220 kV line bays – 4</td> <td rowspan="3">18</td> </tr> <tr> <td>2.</td> <td>Gadag PS-Koppal PS 400 kV (high capacity equivalent to quad moose) D/c line</td> </tr> <tr> <td>3.</td> <td>2 nos. of 400 kV line bays at each end of Gadag PS-Koppal PS 400 kV D/c line Line bays – 4</td> </tr> </tbody> </table> <p>Note:</p> <p>(i) <i>Developer of Koppal PS to provide space for 2 no. of 400 kV line bays at Koppal PS for termination of Gadag PS-Koppal PS 400 kV (high capacity equivalent to quad moose) D/C Line.</i></p> <p>(ii) <i>Developer of Gadag-Ph I PS to provide space for 2 no. of 400 kV line bays at Gadag PS for termination of Gadag PS-</i></p>	Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date	1.	400/220 kV, 3x500 MVA ICT Augmentation at Gadag Pooling Station 400/220 kV, 500 MVA ICT – 3 400 kV ICT bays – 3 220 kV ICT bays – 3 220 kV line bays – 4	18	2.	Gadag PS-Koppal PS 400 kV (high capacity equivalent to quad moose) D/c line	3.	2 nos. of 400 kV line bays at each end of Gadag PS-Koppal PS 400 kV D/c line Line bays – 4
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			<i>Koppal PS 400 kV (high capacity equivalent to quad moose) D/C Line and space for ICT augmentation at Gadag pooling station.</i>
2	Definition	“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for <u>Rupees Two Crore Forty Lakh Only (Rs. 2.40 Crore)</u> , to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;	“ Bid Bond ” shall mean the unconditional and irrevocable bank guarantee for <u>Rupees Six Crore Only (Rs. 6.00 Crore)</u> , to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;
3	Clause No 2.12 RFP	<p>Contract Performance Guarantee</p> <p>2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Nodal Agency the Contract Performance Guarantee for an amount of <u>Rs. 3.60 Crore (Rupees Three Crore Sixty Lakhs Only)</u>. The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure17.</p> <p>.....</p>	<p>Contract Performance Guarantee</p> <p>2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Nodal Agency the Contract Performance Guarantee for an amount of <u>Rs. 9.00 Crore (Rupees Nine Crore Only)</u>. The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure17.</p> <p>.....</p>
4	ARTICLE : 3 in TSA	<p>3 CONDITIONS SUBSEQUENT</p> <p>3.1 Satisfaction of conditions subsequent by the TSP</p> <p>3.1.1 Within ten (10) days from the date of issue of Letter of Intent, the Selected Bidder, shall:</p> <p>.....</p> <p>The Selected Bidder, on behalf of the TSP, will provide to the Central Transmission Utility of India Limited (being the Nodal Agency) the Contract Performance Guarantee for an amount of <u>Rs. 3.60 Crore (Rupees Three Crore Sixty Lakhs Only)</u>.</p>	<p>3 CONDITIONS SUBSEQUENT</p> <p>3.1 Satisfaction of conditions subsequent by the TSP</p> <p>3.1.1 Within ten (10) days from the date of issue of Letter of Intent, the Selected Bidder, shall:</p> <p>.....</p> <p>The Selected Bidder, on behalf of the TSP, will provide to the Central Transmission Utility of India Limited (being the Nodal Agency) the Contract Performance Guarantee for an amount of <u>Rs. 9.00 Crore (Rupees Nine Crore Only)</u>.</p>

		<p>.....</p> <p>3.3 Consequences of non-fulfilment of conditions subsequent</p> <p>3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee of <u>Rupees Thirty-Six Lakh Only (Rs. 0.36 Crore)</u> within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Central Transmission Utility of India Limited (being the Nodal Agency) in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Central Transmission Utility of India Limited (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.</p> <p>.....</p> <p>3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of <u>Rs. 3.60 Crore (Rupees Three Crore Sixty Lakhs Only)</u> as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.</p> <p>.....</p>	<p>.....</p> <p>3.3 Consequences of non-fulfilment of conditions subsequent</p> <p>3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee of <u>Rupees Ninety Lakh Only (Rs. 0.90 Crore)</u> within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Central Transmission Utility of India Limited (being the Nodal Agency) in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Central Transmission Utility of India Limited (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.</p> <p>.....</p> <p>3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of <u>Rs. 9.00 Crore (Rupees Nine Crore Only)</u> as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.</p> <p>.....</p>
5	ARTICLE : 6 in TSA

		<p>6.5 Return of Contract Performance Guarantee</p> <p>6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency shall release the Contract Performance Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess <u>Rs. 3.60 Crore (Rupees Three Crore Sixty Lakhs Only)</u>, or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p> <p>.....</p>	<p>6.5 Return of Contract Performance Guarantee</p> <p>6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency shall release the Contract Performance Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess <u>Rs. 9.00 Crore (Rupees Nine Crore Only)</u>, or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p> <p>.....</p>
6	ARTICLE : 14 in TSA	<p>.....</p> <p>14.3 Monetary Limitation of liability</p> <p>14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of <u>Rupees Twenty-Four Lakh Only (Rs. 0.24 Crore)</u>.</p> <p>.....</p>	<p>.....</p> <p>14.3 Monetary Limitation of liability</p> <p>14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of <u>Rupees Sixty Lakh Only (Rs. 0.60 Crore)</u>.</p> <p>.....</p>