

Amendment-II dated 10.05.2022 on the Request for Proposal Document and Transmission Service Agreement issued for selection of bidder as Transmission Service Provider to establish “Establishment of Khavda Pooling Station-2 (KPS2) in Khavda RE Park” through tariff based competitive bidding process

SI No.	Clause No.	Existing Provision	New / Revised Clause
1	Clause No 2.12 of SECTION – 2 of Information and Instructions for Bidders in 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. 30.20 Crore (Rupees Thirty Crore Twenty 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. 18.12 Crore (Rupees Eighteen Crore Twelve 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>
2	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>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. 30.20 Crore (Rupees Thirty Crore Twenty Lakhs 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 Three Crore Two Lakhs Only (Rs. 3.02 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)</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. 18.12 Crore (Rupees Eighteen Crore Twelve Lakhs 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 One Crore Eighty-One Lakh Only (Rs. 1.81 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</p>
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		<p>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. 30.20 Crore (Rupees Thirty Crore Twenty 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>(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. 18.12 Crore (Rupees Eighteen Crore Twelve 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>
3	ARTICLE: 6 in TSA	<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</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</p>

		<p>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 of <u>Rs. 30.20 Crore (Rupees Thirty Crore Twenty 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>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. 18.12 Crore (Rupees Eighteen Crore Twelve 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>
4	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 Two Crore One Lakh Only (Rs. 2.01 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 One Crore Twenty-One Lakh Only (Rs. 1.21 Crore).</u></p> <p>.....</p>