

Amendment VI dated 07.03.2024 to RFP documents for selection of bidder as Transmission Service Provider to establish Inter-State Transmission system for “Transmission System for Evacuation of power from potential renewable energy zone in Khavda area of Gujarat under Phase-IV (7 GW): Part A” through tariff based competitive bidding process.

Sl. No.	Clause No.	Existing Provisions	New/Revised Provisions
1.	Definition of “Bid Bond” of RFP	“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees Thirty-Two Crore Sixty Lakhs Only (Rs. 32.60 Crore) , 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 Rupees Thirty-Five Crore Ninety Lakhs Only (Rs. 35.90 Crore) , 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;
2.	Clause 2.1.2(i) of RFP	Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs. 1,630 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs. 326 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1).	Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs. 1,795 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs. 359 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). ...
3.	Clause 2.1.2(ii) of RFP	Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than Rs. 1,630 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1) from its client(s) for construction works fully completed during the last 5(five) financial years. However, the payment received from each project shall not be less than Rs. 326 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1)	Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than Rs. 1,795 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1) from its client(s) for construction works fully completed during the last 5(five) financial years. However, the payment received from each project shall not be less than Rs. 359 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1)
4.	Clause 2.1.3.1 A.	A. Networth: Networth should be not less than Rs. 652 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1) computed as the Networth based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Networth of any of the last three (3) financial years should not be negative. 	A. Networth: Networth should be not less than Rs. 718 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1) computed as the Networth based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Networth of any of the last three (3) financial years should not be negative.

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Sl. No.	Clause No.	Existing Provisions	New/Revised Provisions
5.	Clause 2.12.1 of RFP	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 Rs. 81.50 Crore (Rupees Eighty-One Crore Fifty Lakhs Only) . 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 Annexure-17.	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 Rs. 89.75 Crore (Rupees Eighty-Nine Crore Seventy-Five Lakhs Only) . 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 Annexure-17.
6.	Last para of Clause 3.1.1 of TSA	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 Rs. 81.50 Crore (Rupees Eighty-One Crore Fifty Lakhs only) .	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 Rs. 89.75 Crore (Rupees Eighty-Nine Crore Seventy-Five Lakhs only) .
7.	Clause 3.3.1 of TSA	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 Rupees Eight Crore Fifteen Lakh Only (Rs. 8.15 Crore) 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.	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 Rupees Eight Crore Ninety Eight Lakh Only (Rs. 8.98 Crore) 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.

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8.	Clause 3.3.3 of TSA	<p>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 Rs. 81.50 Crore (Rupees Eighty-One Crore Fifty Lakhs Only) 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>It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.</p>	<p>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 Rs. 89.75 Crore (Rupees Eighty-Nine Crore Seventy-Five Lakhs Only) 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>It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.</p>
9.	Clause 6.5.1 of TSA	<p>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 of Rs. 81.50 Crore (Rupees Eighty One Crore Fifty Lakhs only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p>	<p>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 of Rs. 89.75 Crore (Rupees Eighty Nine Crore Seventy Five Lakhs only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p>
10.	Clause 14.3.1 of TSA	<p>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 Rupees Five Crore Forty Three Lakhs Only (Rs. 5.43 Crore).</p>	<p>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 Rupees Five Crore Ninety-Eight Lakhs Only (Rs. 5.98 Crore).</p>

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11.	2.7.1 of RFP	The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1100 hours (IST) on 19.03.2024 . In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of Lol.	The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1100 hours (IST) on 08.04.2024 . In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of Lol.																																				
12.	2.7.2 of RFP	Important timelines are mentioned below: <table border="1" data-bbox="465 576 1303 1182"> <thead> <tr> <th>Date</th> <th>Event</th> </tr> </thead> <tbody> <tr> <td>19.03.2024</td> <td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td> </tr> <tr> <td>19.03.2024</td> <td>Opening of Technical Bid</td> </tr> <tr> <td>27.03.2024</td> <td>Shortlisting and announcement of Qualified Bidders on bidding portal</td> </tr> <tr> <td>01.04.2024</td> <td>Opening of Financial Bid - Initial Offer</td> </tr> <tr> <td>02.04.2024</td> <td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td> </tr> <tr> <td>05.04.2024</td> <td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td> </tr> <tr> <td>10.04.2024</td> <td>Selection of Successful Bidder and issue of LOI</td> </tr> <tr> <td>22.04.2024</td> <td>Signing of RFP Project Documents and transfer of KHAVDA IVA POWER TRANSMISSION LIMITED</td> </tr> </tbody> </table>	Date	Event	19.03.2024	Submission of Bid (Online submission of Bid through electronic bidding portal)	19.03.2024	Opening of Technical Bid	27.03.2024	Shortlisting and announcement of Qualified Bidders on bidding portal	01.04.2024	Opening of Financial Bid - Initial Offer	02.04.2024	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.	05.04.2024	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer	10.04.2024	Selection of Successful Bidder and issue of LOI	22.04.2024	Signing of RFP Project Documents and transfer of KHAVDA IVA POWER TRANSMISSION LIMITED	Important timelines are mentioned below: <table border="1" data-bbox="1332 576 2170 1182"> <thead> <tr> <th>Date</th> <th>Event</th> </tr> </thead> <tbody> <tr> <td>08.04.2024</td> <td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td> </tr> <tr> <td>08.04.2024</td> <td>Opening of Technical Bid</td> </tr> <tr> <td>16.04.2024</td> <td>Shortlisting and announcement of Qualified Bidders on bidding portal</td> </tr> <tr> <td>18.04.2024</td> <td>Opening of Financial Bid - Initial Offer</td> </tr> <tr> <td>19.04.2024</td> <td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td> </tr> <tr> <td>24.04.2024</td> <td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td> </tr> <tr> <td>29.04.2024</td> <td>Selection of Successful Bidder and issue of LOI</td> </tr> <tr> <td>09.05.2024</td> <td>Signing of RFP Project Documents and transfer of KHAVDA IVA POWER TRANSMISSION LIMITED</td> </tr> </tbody> </table>	Date	Event	08.04.2024	Submission of Bid (Online submission of Bid through electronic bidding portal)	08.04.2024	Opening of Technical Bid	16.04.2024	Shortlisting and announcement of Qualified Bidders on bidding portal	18.04.2024	Opening of Financial Bid - Initial Offer	19.04.2024	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.	24.04.2024	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer	29.04.2024	Selection of Successful Bidder and issue of LOI	09.05.2024	Signing of RFP Project Documents and transfer of KHAVDA IVA POWER TRANSMISSION LIMITED
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		Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1130 hours (IST) on 01.04.2024 in the office of CEA.	Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1130 hours (IST) on 18.04.2024 in the office of CEA.