

Amendment –XII dated 14.12.2022 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

Sl. No.	Clause no.	Existing Clause	New/Revised Clause												
1	Scope of Work of RFP & TSA	<p>Detailed Scope of Work</p> <p>Establishment of Khavda Pooling Station-2 (KPS2) in Khavda RE Park:</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>Establishment of 765/400 kV, 4x1500MVA, KPS2 (GIS) with 2x330 MVAR 765 kV bus reactor and 2x125 MVAR 400 kV bus reactor. 1500MVA, 765/400kV ICT- 4 nos. (13x500 MVA including one spare unit) 765 kV ICT bays – 4 nos. 400 kV ICT bays – 4 nos. 765 kV line bays – 2 nos. 400 kV line bays – 3 nos. (3 no. of bays considered at present, one each for NTPC, GSECL & GIPCL) 1x330 MVA, 765 kV bus reactor-2 (7x110 MVA, including one spare unit)</td> <td style="text-align: center;">24</td> </tr> </tbody> </table>	Sl.No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date	1.	Establishment of 765/400 kV, 4x1500MVA, KPS2 (GIS) with 2x330 MVAR 765 kV bus reactor and 2x125 MVAR 400 kV bus reactor. 1500MVA, 765/400kV ICT- 4 nos. (13x500 MVA including one spare unit) 765 kV ICT bays – 4 nos. 400 kV ICT bays – 4 nos. 765 kV line bays – 2 nos. 400 kV line bays – 3 nos. (3 no. of bays considered at present, one each for NTPC, GSECL & GIPCL) 1x330 MVA, 765 kV bus reactor-2 (7x110 MVA, including one spare unit)	24	<p>Detailed Scope of Work</p> <p>Establishment of Khavda Pooling Station-2 (KPS2) in Khavda RE Park:</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>Establishment of 765/400 kV, 4x1500MVA, KPS2 (GIS) with 2x330 MVAR 765 kV bus reactor and 2x125 MVAR 400 kV bus reactor. 1500MVA, 765/400kV ICT- 4 nos. (13x500 MVA including one spare unit) 765 kV ICT bays – 4 nos. 400 kV ICT bays – 4 nos. 765 kV line bays – 2 nos. 400 kV line bays – 3 nos. (3 no. of bays considered at present, one each for NTPC, GSECL & GIPCL) 1x330 MVA, 765 kV bus reactor-2 (7x110 MVA, including one spare unit) 765 kV reactor bay – 2 1x125 MVA 400 kV bus reactor-2 400 kV reactor bay – 2</td> <td style="text-align: center;">21 months</td> </tr> </tbody> </table>	Sl.No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date	1.	Establishment of 765/400 kV, 4x1500MVA, KPS2 (GIS) with 2x330 MVAR 765 kV bus reactor and 2x125 MVAR 400 kV bus reactor. 1500MVA, 765/400kV ICT- 4 nos. (13x500 MVA including one spare unit) 765 kV ICT bays – 4 nos. 400 kV ICT bays – 4 nos. 765 kV line bays – 2 nos. 400 kV line bays – 3 nos. (3 no. of bays considered at present, one each for NTPC, GSECL & GIPCL) 1x330 MVA, 765 kV bus reactor-2 (7x110 MVA, including one spare unit) 765 kV reactor bay – 2 1x125 MVA 400 kV bus reactor-2 400 kV reactor bay – 2	21 months
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		<p>765 kV reactor bay – 2 1x125 MVAr 400 kV bus reactor-2 400 kV reactor bay – 2 765 kV bus sectionalizer bay – 2 400 kV bus sectionalizer bay – 2 Adequate space for future expansion of 5x1500 MVA 765/400 kV ICT's</p> <p><i>Bus sectionalizer at 765kV & 400kV. On each bus section, there shall be 2x1500MVA 765/400kV ICTs, 1x330MVAr, 765 kV & 1x125MVAr 420kV bus reactor with space for future expansion.</i></p> <p><i>Bus sectionalizer at 765 kV level shall normally be closed and bus sectionalizer at 400 kV level shall normally be open</i></p> <p>Future provisions:</p> <p>Space for 765/400 kV ICTs along with bays: 5 nos. <u>765kV line bay with switchable line reactor: 8 nos.</u> <u>400kV line bay with switchable line reactor: 10 nos.</u></p> <p>To take care of any drawal needs of area in future: 400/220 kV ICT: 2 nos. 220 kV line bays: 4 nos.</p>		<p>765 kV bus sectionalizer bay – 2 400 kV bus sectionalizer bay – 2 Adequate space for future expansion of 5x1500 MVA 765/400 kV ICT's</p> <p>Bus sectionalizer at 765kV & 400kV. On each bus section, there shall be 2x1500MVA 765/400kV ICTs, 1x330MVAr, 765 kV & 1x125MVAr 420kV bus reactor with space for future expansion.</p> <p><i>Bus sectionalizer at 765 kV level shall normally be closed and bus sectionalizer at 400 kV level shall normally be open.</i></p> <p>Future provisions:</p> <p>Space for 765/400 kV ICTs along with bays: 5 nos. <u>765kV line bay with switchable line reactor: 10 nos.</u> <u>400kV line bay with switchable line reactor: 12 nos.</u> <u>8000MW, ±800kV HVDC Converter station (LCC).</u></p> <p>To take care of any drawal needs of area in future: 400/220 kV ICT: 2 nos. 220 kV line bays: 4 nos.</p>	
	2.	<p><u>LILO of one ckt. of KPS1- Bhuj PS 765 kV D/c line at KPS2</u></p>		<p><u>Note: The above scheme shall be implemented with an implementation</u></p>	

Note: Scheme to be awarded after SECI/ REIA awards first bid of RE project at KPS2

timeframe of 21 months from SPV transfer and matching with the implementation timeframe of “Transmission scheme for injection beyond 3 GW RE power at Khavda PS1”.

2 Clause No. 2.6.1 & Clause No 8 of Annexure 8 of RFP & Schedule 2 and Schedule 5 of TSA

2.6 Project Schedule
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Sl. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 765/400 kV, 4x1500MVA, KPS2 (GIS) with 2x330 MVAR 765 kV bus reactor and 2x125 MVAR 400 kV bus reactor.	<u>24</u>	<u>99.479%</u>	<u>Elements marked at Sl No. 1 & 2 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.</u>
2.	<u>LILO of one ckt. of KPS1- Bhuj PS 765 kV D/c line at KPS2</u>		<u>0.521%</u>	

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1.	Establishment of 765/400 kV, 4x1500MVA, KPS2 (GIS) with 2x330 MVAR 765 kV bus reactor and 2x125 MVAR 400 kV bus reactor.	<u>21 months from date of SPV acquisition</u>	<u>100%</u>	<u>NIL</u>

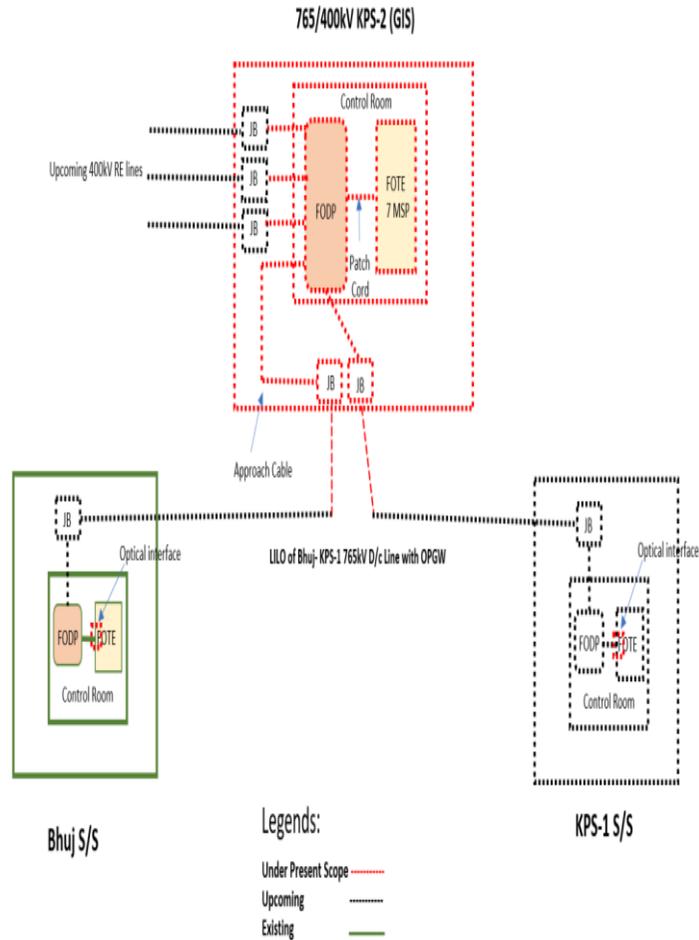
3	<p>Clause No. B.1.2 (iv) of Specific Technical Requirements For Substation of RFP & TSA</p>	<p>iv) Provision of 765kV Bus Sectionalization and space provision shall be with the following feeder distribution.</p> <table border="1" data-bbox="286 491 1164 1023"> <thead> <tr> <th data-bbox="286 491 705 560"><i>765kV Bus Section-1</i></th> <th data-bbox="705 491 1164 560"><i>765kV Bus Section-2</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="286 560 705 1023"> a) 2 no. of 765kV Line <u>(LILO of one ckt of Bhuj-KPS1)</u> b) 2 nos. of 1500MVA 765/400kV ICT c) 1 no. of 330MVA 765kV Bus Reactor d) <u>4 nos. of 765kV future lines</u> e) <u>3 nos. of future 1500MVA 765/400kV ICT</u> </td> <td data-bbox="705 560 1164 1023"> a) 2 nos. of 1500MVA 765/400kV ICT b) 1 no. of 330MVA 765kV Bus Reactor c) <u>4 nos. of 765kV future lines</u> d) <u>2 nos. of future 1500MVA 765/400kV ICT</u> </td> </tr> </tbody> </table>	<i>765kV Bus Section-1</i>	<i>765kV Bus Section-2</i>	a) 2 no. of 765kV Line <u>(LILO of one ckt of Bhuj-KPS1)</u> b) 2 nos. of 1500MVA 765/400kV ICT c) 1 no. of 330MVA 765kV Bus Reactor d) <u>4 nos. of 765kV future lines</u> e) <u>3 nos. of future 1500MVA 765/400kV ICT</u>	a) 2 nos. of 1500MVA 765/400kV ICT b) 1 no. of 330MVA 765kV Bus Reactor c) <u>4 nos. of 765kV future lines</u> d) <u>2 nos. of future 1500MVA 765/400kV ICT</u>	<p>iv) Provision of 765kV Bus Sectionalization and space provision shall be with the following feeder distribution.</p> <table border="1" data-bbox="1187 483 2179 906"> <thead> <tr> <th data-bbox="1187 483 1693 552"><i>765kV Bus Section-1</i></th> <th data-bbox="1693 483 2179 552"><i>765kV Bus Section-2</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="1187 552 1693 906"> a) 2 no. of 765kV Line <u>(for termination of KPS2- KPS1 D/C)</u> b) 2 nos. of 1500MVA 765/400kV ICT c) 1 no. of 330MVA 765kV Bus Reactor d) <u>2 nos. of 765kV future lines (KPS2- Lakadia D/C)</u> e) <u>2 nos. of 765kV future lines</u> f) <u>3 nos. of future 1500MVA 765/400kV ICT</u> </td> <td data-bbox="1693 552 2179 906"> a) 2 nos. of 1500MVA 765/400kV ICT b) 1 no. of 330MVA 765kV Bus Reactor c) <u>2 nos. of 765kV future lines (KPS2-KPS3 D/C)</u> d) <u>4 nos. of 765kV future lines</u> e) <u>2 nos. of future 1500MVA 765/400kV ICT</u> </td> </tr> </tbody> </table>	<i>765kV Bus Section-1</i>	<i>765kV Bus Section-2</i>	a) 2 no. of 765kV Line <u>(for termination of KPS2- KPS1 D/C)</u> b) 2 nos. of 1500MVA 765/400kV ICT c) 1 no. of 330MVA 765kV Bus Reactor d) <u>2 nos. of 765kV future lines (KPS2- Lakadia D/C)</u> e) <u>2 nos. of 765kV future lines</u> f) <u>3 nos. of future 1500MVA 765/400kV ICT</u>	a) 2 nos. of 1500MVA 765/400kV ICT b) 1 no. of 330MVA 765kV Bus Reactor c) <u>2 nos. of 765kV future lines (KPS2-KPS3 D/C)</u> d) <u>4 nos. of 765kV future lines</u> e) <u>2 nos. of future 1500MVA 765/400kV ICT</u>
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4	<p>Clause No. B.1.2 (v) of Specific Technical Requirements For Substation of RFP</p>	<p>v) Provision of 400kV Bus Sectionalization and space provision shall be with the following feeder distribution.</p> <table border="1" data-bbox="286 1193 1164 1305"> <thead> <tr> <th data-bbox="286 1193 721 1305"><i>400kV Bus Section-1</i></th> <th data-bbox="721 1193 1164 1305"><i>400kV Bus Section-2</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="286 1193 721 1305"><i>1</i></td> <td data-bbox="721 1193 1164 1305"></td> </tr> </tbody> </table>	<i>400kV Bus Section-1</i>	<i>400kV Bus Section-2</i>	<i>1</i>		<p>v) Provision of 400kV Bus Sectionalization and space provision shall be with the following feeder distribution.</p> <table border="1" data-bbox="1187 1158 2168 1270"> <thead> <tr> <th data-bbox="1187 1158 1621 1270"><i>400kV Bus Section-1</i></th> <th data-bbox="1621 1158 2168 1270"><i>400kV Bus Section-2</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="1187 1158 1621 1270"><i>1</i></td> <td data-bbox="1621 1158 2168 1270"></td> </tr> </tbody> </table>	<i>400kV Bus Section-1</i>	<i>400kV Bus Section-2</i>	<i>1</i>	
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v) Provision of 400kV Bus Sectionalization and space provision shall be with the following feeder distribution.						
5	Clause No 1.0 of Specific Technical Requirements For Communication of RFP & TSA	<u>LILO of one circuit of KPS1 – Bhuj PS 765kV D/c line at KPS2</u> <u>On LILO of one circuits of 765 kV D/c KPS1 – Bhuj PS at 765/400 kV KPS2 S/s, TSP shall supply, install & commission OPGW and earthwire as per Tower Configurations:</u> (i) <u>For Multi Circuit Tower Configuration: Two (2) no. OPGW cable containing 24 Fibres (24F) to be installed & commissioned by the TSP on both the Earthwire peaks</u> (ii) <u>For Double Circuit Tower configuration (for both Loop In and Loop Out portion): One (1) no. OPGW cable containing 24 Fibres (24F) on one earthwire peak & conventional earthwire on other E/W peak for both Loop In and Loop Out Lines.</u>		<u>Deleted.</u>		

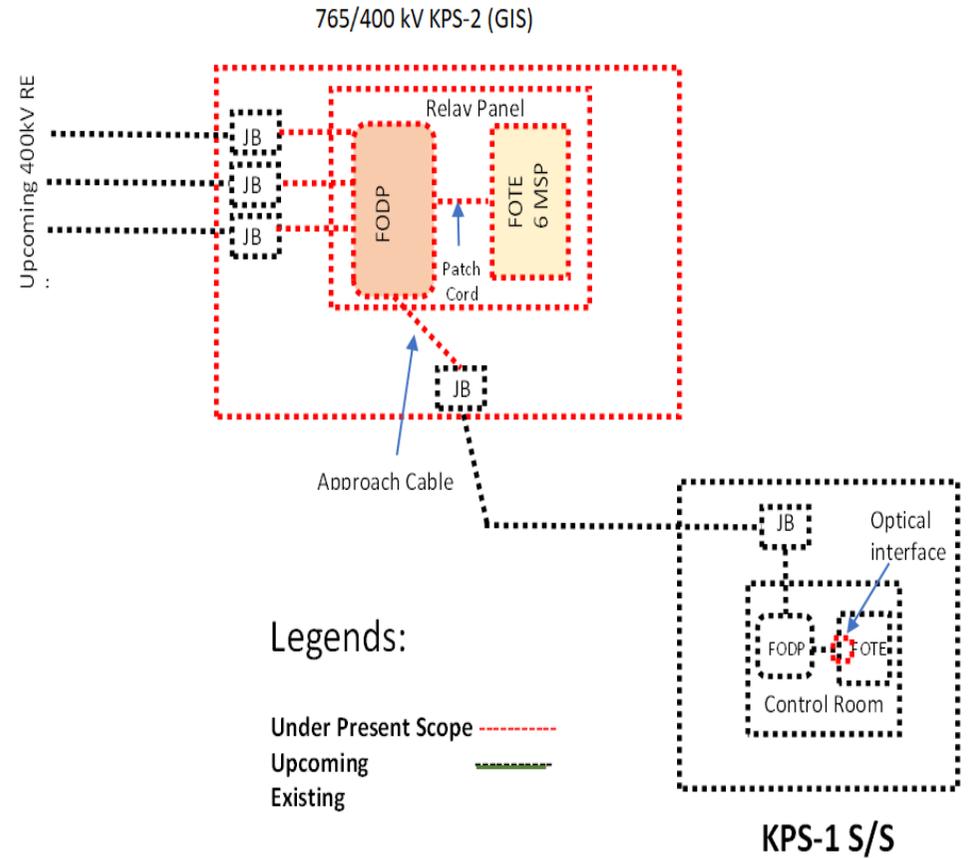
		<p><u>The TSP shall install OPGW cables from gantry of KPS2 up to the LILO tower with all associated hardware including Vibration Dampers, mid-way & gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at KPS2. Repeater equipment is not envisaged.</u></p> <p><u>Maintenance of OPGW Cable & OPGW Hardware shall be responsibility of TSP.</u></p>	
6	<p>Clause No 2.0 of Specific Technical Requirements For Communication of RFP & TSA</p>	<p>Establishment of 4x1500MVA, 765/400 kV KPS-2 (GIS) S/s with 2x330MVA 765kV bus reactor and 2x125 MVA 400kV Bus Reactor</p> <p>(i)</p> <p>(ii) TSP shall supply, install & commission provide one or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum Seven (7) directions with MSP (Multiplex Section Protection – 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among Bhuj, KPS-1, KPS-2 & Upcoming RE lines. TSP to also provide suitable optical interfaces/equipment at KPS-1 & Bhuj Substations FOTE to meet link budget requirement for connectivity with KPS-2 S/s if required. The suitable DC Power Supply and backup to be provided for communication equipment.</p> <p>.....</p>	<p>Establishment of 4x1500MVA, 765/400 kV KPS-2 (GIS) S/s with 2x330MVA 765kV bus reactor and 2x125 MVA 400kV Bus Reactor</p> <p>(i)</p> <p>(ii) TSP shall supply, install & commission provide one or more STM-16 (FOTE) equipment along with panel/s supporting minimum Six (6) directions with MSP (Multiplex Section Protection – 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among KPS-1, KPS-2 & Upcoming RE lines. TSP to also provide suitable optical interfaces/equipment at KPS-1 Substations–FOTE to meet link budget requirement for connectivity with KPS-2 S/s. The suitable DC Power Supply and backup to be provided for communication equipment.</p> <p>(iii)</p>

Figure F.1 of Clause No 2.0 of Specific Technical Requirements For Communication of RFP & TSA

Proposed Communication for Establishment of Khavda Pooling Station-2 (KPS2) in Khavda RE Park



Proposed Communication for Establishment of Khavda Pooling Station-2 (KPS2) in Khavda RE Park



8	<p>Clause No 2.1.2 of SECTION – 2 of Information and Instructions for Bidders in RFP</p>	<p>Technical requirements to be met by the Bidding Company or Lead Member of Bidding Consortium </p> <p>(i) Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs. 604 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. 120.80 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). </p> <p>(ii) Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than Rs. 604 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. 120.80 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). </p>	<p>Technical requirements to be met by the Bidding Company or Lead Member of Bidding Consortium </p> <p>(i) Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs. 600 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. 120 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). </p> <p>(ii) Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than Rs. 600 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. 120 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). </p>
9	<p>Clause No 2.12 of SECTION – 2 of Information</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 Rs. 18.12 Crore (Rupees Eighteen Crore Twelve Lakhs Only). The Contract Performance Guarantee shall be</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 Rs. 18.00 Crore (Rupees Eighteen Crore Only). The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled</p>

	ionand Instructi ons for Bidders inRFP	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 dealtwith 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. 	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.
10	ARTIC LE: 3 inTSA	<p>3 CONDITIONS SUBSEQUENT</p> <p>3.1 Satisfaction of conditions subsequent bythe TSP</p> <p>Within ten (10) days from the date of issueof 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. 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</p>	<p>4 CONDITIONS SUBSEQUENT</p> <p>4.1 Satisfaction of conditions subsequent bythe TSP</p> <p>Within ten (10) days from the date of issueof 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. 18.00 Crore (Rupees Eighteen 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</p>

	<p>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.</p> <p>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 Rs. 18.12 Crore (Rupees Eighteen Crore Twelve 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>.....</p>	<p>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 lakh Only (Rs. 1.80 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.</p> <p>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 Rs. 18.00 Crore (Rupees Eighteen Crore 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>.....</p>
11	ARTIC

	LE: 6 inTSA	<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</p> <p>(i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of <u>Rs. 18.12 Crore (Rupees Eighteen Crore Twelve Lakhs Only)</u>, or</p> <p>(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</p> <p>(i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess <u>Rs. 18.00 Crore (Rupees Eighteen 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>
12	ARTICLE: 14 inTSA	<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</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</p>

		<p>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>	<p><u>Rupees One Crore Twenty-One Lakh Only (Rs. 1.20 Crore).</u></p> <p>.....</p>
13	DEFINITIONS	<p>.....</p> <p>“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees Twelve Crore Eight Lakh Only (Rs. 12.08 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;</p> <p>.....</p>	<p>.....</p> <p>“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees Twelve Crore Only (Rs. 12 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;</p> <p>.....</p>