

**Amendment –XXXIII dated 14.11.2023 on the Request for Proposal Document and Transmission Service Agreement issued for selection of bidder as Transmission Service Provider to establish “Transmission system for evacuation of power from REZ in Rajasthan (20GW) under Phase-III Part D” through tariff based competitive bidding process**

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions																								
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2.	Definitions of Bid Bond	<p>“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for <b><u>Rupees Twenty-Eight Crore Eighty Lakh Only (Rs. 28.80 Crore)</u></b>, 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>“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for <b><u>Rupees Twenty-Eight Crore Only (Rs. 28.00 Crore)</u></b>, 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>				
3.	Clause 2.1.2 (i) of RFP	<p>Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than <b><u>Rs. 1440 Crore</u></b> or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than <b><u>Rs. 288 Crore</u></b> or equivalent USD (calculated as per provisions in Clause 3.4.1).  .....</p>	<p>Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than <b><u>Rs. 1400 Crore</u></b> or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than <b><u>Rs. 280 Crore</u></b> or equivalent USD (calculated as per provisions in Clause 3.4.1).  .....</p>				

4.	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 <b>Rs. 1440 Crore</b> 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 <b>Rs. 288 Crore</b> 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 <b>Rs. 1400 Crore</b> 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 <b>Rs. 280 Crore</b> or equivalent USD (calculated as per provisions in Clause 3.4.1). .....
5.	Clause 2.1.3.1 (A) of RFP	Networth should be not less than <b>Rs. 576 Crore</b> 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. .....	Networth should be not less than <b>Rs. 560 Crore</b> 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. .....
6.	Clause 2.12.1 of RFP	<b>Contract Performance Guarantee</b> 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 <b>Rs. 43.20 Crore (Rupees Forty-Three Crore Twenty Lakh Only)</b> . 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.	<b>Contract Performance Guarantee</b> 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 <b>Rs. 42.00 Crore (Rupees Forty-Two Crore Only)</b> . 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. .....

7.	Article: 3 in TSA	<p>.....</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 <b><u>Rs. 43.20 Crore (Rupees Forty-Three Crore Twenty Lakh Only)</u></b>.</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 <b><u>Rupees Four Crore Thirty-Two Lakh Only (Rs. 4.32 Crore)</u></b> 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</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 <b><u>Rs. 42.00 Crore (Rupees Forty-Two Crore Only)</u></b>.</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 <b><u>Rupees Four Crore Twenty Lakhs Only (Rs. 4.20 Crore)</u></b> 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>
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		<p>Performance Guarantee, in accordance with the provisions of this Agreement.  .....</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 <b><u>Rs. 43.20 Crore (Rupees Fourty-Three Crore Twenty Lakh Only)</u></b> 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>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 <b><u>Rs. 42.00 Crore (Rupees Forty-Two Crore Only)</u></b> 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>
8.	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 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 <b><u>Rs. 43.20 Crore (Rupees Fourty-Three Crore Twenty Lakh Only)</u></b>, or (ii) termination of</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 <b><u>Rs. 42.00 Crore (Rupees Forty-Two Crore Only)</u></b>, or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p>

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9.	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 <b><u>Rupees Two Crore Eighty-Eight Lakh Only (Rs. 2.88 Crore).</u></b></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 <b><u>Rupees Two Crore Eighty Lakh Only (Rs. 2.80 Crore).</u></b></p> <p>.....</p>																												
10.	2.7.1 of RFP	<p>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1600 hours (IST) on <b><u>17.11.2023</u></b>. 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 LoI</p>	<p>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1600 hours (IST) on <b><u>14.12.2023</u></b>. 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 LoI</p>																												
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12.	2.13.1 of RFP	<p>.....</p> <p>Opening of Envelope (Technical Bid): 1630 hours (IST) on <b><u>17.11.2023</u></b></p> <p>.....</p> <p>Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1630 hours (IST) on <b><u>29.11.2023</u></b> in the office of CEA.</p>	<p>.....</p> <p>Opening of Envelope (Technical Bid): 1630 hours (IST) on <b><u>14.12.2023</u></b></p> <p>.....</p> <p>Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1630 hours (IST) on <b><u>26.12.2023</u></b> in the office of CEA.</p>																