

**Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for “Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads” through Tariff Based Competitive Bidding process**

SI. No.	Clause No.	Existing Provisions			New / Revised Provisions						
1.	Scope of the Transmission Scheme RFP & TSA	<b>SI. No.</b>	<b>Scope of the Transmission Scheme</b>	<b>Scheduled COD in months from Effective Date</b>	<b>SI. No.</b>	<b>Scope of the Transmission Scheme</b>	<b>Scheduled COD in months from Effective Date</b>				
		1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each) .....	<b><u>18 months</u></b>	1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each) .....	<b><u>24 months</u></b>				
2.	Clause 2.6 of RFP	<b>2.6 Project Schedule</b>			<b>2.6 Project Schedule</b>						
		<b>2.6.1. All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;</b>			<b>2.6.1. All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;</b>						
		<b>S. No.</b>	<b>Name of the Transmission Element</b>	<b>Scheduled COD in months from Effective Date</b>	<b>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</b>	<b>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</b>	<b>S. No.</b>	<b>Name of the Transmission Element</b>	<b>Scheduled COD in months from Effective Date</b>	<b>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</b>	<b>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</b>
		1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	<b><u>18 Months</u></b>	100%	Nil	1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	<b><u>24 Months</u></b>	100%	Nil

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Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions																				
		... Scheduled COD for overall Project: <b>18 Months</b> from Effective Date.	... Scheduled COD for overall Project: <b>24 Months</b> from Effective Date.																				
3.	Format 1 of Annexure 8 of RFP	<p><b>Format 1: Bidders’ Undertakings</b></p> <p>.....</p> <p>1.</p> <p>2.</p> <p>...</p> <p>8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Name of the Transmission Element</th> <th>Scheduled COD in months from Effective Date</th> <th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th> <th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi</td> <td><b>18 Months</b></td> <td>100%</td> <td>Nil</td> </tr> </tbody> </table>	S. 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.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi	<b>18 Months</b>	100%	Nil	<p><b>Format 1: Bidders’ Undertakings</b></p> <p>.....</p> <p>1.</p> <p>2.</p> <p>...</p> <p>8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Name of the Transmission Element</th> <th>Scheduled COD in months from Effective Date</th> <th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th> <th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi</td> <td><b>24 Months</b></td> <td>100%</td> <td>Nil</td> </tr> </tbody> </table>	S. 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.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi	<b>24 Months</b>	100%	Nil
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Sl. No.	Clause No.	Existing Provisions					New / Revised Provisions				
			(2000MW Capacity each) .....				(2000MW Capacity each) .....				
		... Scheduled COD for the Project: <b><u>18 Months</u></b> from Effective Date					... Scheduled COD for the Project: <b><u>24 Months</u></b> from Effective Date				
4.	Schedule: 2 of TSA	<b>S. No.</b>	<b>Name of the Transmission Element</b>	<b>Scheduled COD in months from Effective Date</b>	<b>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</b>	<b>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</b>	<b>S. No.</b>	<b>Name of the Transmission Element</b>	<b>Scheduled COD in months from Effective Date</b>	<b>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</b>	<b>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</b>
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		... Scheduled COD for the Project is: <b><u>18 months</u></b> from Effective Date					... Scheduled COD for the Project is: <b><u>24 months</u></b> from Effective Date				

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Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
5.	Clause 6.3.1 of TSA	<p>6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s).....</p> <p>a..... b..... c.....</p> <p>Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.</p>	<p>6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s).....</p> <p>a..... b..... c.....</p> <p>Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.</p> <p><b><u>For the avoidance of doubt, it is specified that the charges payable under this Article 6.3.1 shall be paid by the Long Term Transmission Customer(s) in proportion to their then Allocated Project Capacity.</u></b></p>
6.	Clause 14.2.1 of TSA	<p>(a) The TSP shall, subject to the Long Term Transmission System User’s compliance with Article 14.2.1 (b), indemnify.....</p> <p>(b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the Long Term Transmission System Users shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Long Term Transmission System Users of all actions taken in such proceedings or claims.</p>	<p>(a) The TSP shall, subject to the Long Term Transmission System User’s compliance with Article 14.2.1 (b), indemnify.....</p> <p>(b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the <b><u>Lead</u></b> Long Term Transmission System User shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Long Term Transmission System Users of all actions taken in such proceedings or claims.</p> <p>(c) If the TSP fails to notify the <b><u>Lead</u></b> Long Term Transmission System User within twenty-eight (28) days after receipt of such notice from the</p>

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Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		(c) If the TSP fails to notify the Long Term Transmission System Users within twenty-eight (28) days after receipt of such notice from the Long Term Transmission System Users under Article 14.2.1(b) above, .....	Long Term Transmission System Users under Article 14.2.1(b) above, .....
7.	Clause 14.2.2 of TSA	<p>(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall .....</p> <p>(b) .....</p> <p>(c) If the Lead Long Term Transmission System User fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission System Users. Unless the Long Term Transmission System Users has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.</p> <p>(d) The TSP shall, at the <b>Lead</b> Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.</p>	<p>(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall .....</p> <p>(b) .....</p> <p>(c) If the Lead Long Term Transmission System User fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission System Users. Unless the <b>Lead</b> Long Term Transmission System User has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.</p> <p>(d) The TSP shall, at the Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.</p>
8.	Clause 18.1 of TSA	The Long Term Transmission System Users shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.	The <b>Lead</b> Long Term Transmission System User shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

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Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
9.	Clause 18.3 of TSA	The fee and charges of the Independent Engineer shall be paid by the Long Term Transmission System Users as per terms & conditions of appointment.	The fee and charges of the Independent Engineer shall be paid by the <b>Lead</b> Long Term Transmission System User as per terms & conditions of appointment.
10.	Clause 18.4.1 and 18.4.2 of TSA	<p>18.4.1 The Long Term Transmission System Users may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.</p> <p>18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Long Term Transmission System User sand seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Long Term Transmission System Users shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Long Term Transmission System Users is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Long Term Transmission System Users shall appoint forthwith another Independent Engineer.</p>	<p>18.4.1 The <b>Lead</b> Long Term Transmission System User may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.</p> <p>18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the <b>Lead</b> Long Term Transmission System User sand seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the <b>Lead</b> Long Term Transmission System User shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of <b>Lead</b> Long Term Transmission System User is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the <b>Lead</b> Long Term Transmission System User shall appoint forthwith another Independent Engineer.</p>
11.	Clause 18.5 and of TSA	The Long Term Transmission System Users shall require the Independent Engineer to designate and notify to the Long Term Transmission System Users up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.	The <b>Lead</b> Long Term Transmission System User shall require the Independent Engineer to designate and notify to the <b>Lead</b> Long Term Transmission System User up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

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12.	Clause 19.1 of TSA	<p>19.1.1 The Long Term Transmission System Users hereby appoint and authorise “<b>Lead LTTSU Name</b>” (hereinafter referred to as the “Lead Long Term Transmission System User”) to represent all the Long Term Transmission System Users for discharging the rights and obligations of the Long.....</p> <p>19.1.2 The Long Term Transmission System Users hereby also appoint and authorise “<b>2nd Lead LTTSU Name</b>” (hereinafter referred to as the “Alternate Lead Long Term Transmission System User”), to act as Lead Long Term Transmission System User as per the provisions of this Article 19.1.2, on the occurrence ....</p> <p>It is clarified that all decisions taken by the “<b>Lead LTTSU Name</b>” appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission System User before such change, shall continue to be valid, in accordance with this Agreement.</p> <p>19.1.3 In the event of “<b>2nd Lead LTTSU Name</b>” becoming the Lead Long Term Transmission System User as per Article 19.1.2, all the Long Term Transmission System Users shall also appoint any of Long Term Transmission System Users, other than “<b>Lead LTTSU Name</b>”, appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission System User and thereafter the provisions of Article 19.1.2 shall be applicable.</p>	<p>19.1.1 The Long Term Transmission System Users hereby appoint and authorise “<b>Maharashtra State Electricity Distribution Company Limited</b>” (hereinafter referred to as the “Lead Long Term Transmission System User”) to represent all the Long Term Transmission System Users for discharging the rights and obligations of the Long.....</p> <p>19.1.2 The Long Term Transmission System Users hereby also appoint and authorise “<b>Adani Electricity Mumbai Limited – Distribution</b>” (hereinafter referred to as the “Alternate Lead Long Term Transmission System User”), to act as Lead Long Term Transmission System User as per the provisions of this Article 19.1.2, on the occurrence ....</p> <p>It is clarified that all decisions taken by the “<b>Maharashtra State Electricity Distribution Company Limited</b>” appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission System User before such change, shall continue to be valid, in accordance with this Agreement.</p> <p>19.1.3 In the event of “<b>Adani Electricity Mumbai Limited – Distribution</b>” becoming the Lead Long Term Transmission System User as per Article 19.1.2, all the Long Term Transmission System Users shall also appoint any of Long Term Transmission System Users, other than “<b>Maharashtra State Electricity Distribution Company Limited</b>”, appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission System User and thereafter the provisions of Article 19.1.2 shall be applicable.</p>
13.	Clause 19.2 of TSA	<p>19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Long Term Transmission System Users would reserve the right to ascertain the equity holding</p>	<p>19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the <b>Lead</b> Long Term Transmission System User would reserve the right to ascertain the equity holding structure and</p>

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