

Amendment-I dated 30.10.2024 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 Rajasthan REZ Ph-V (Part-1: 4 GW) [Sirohi/Nagaur] Complex” through tariff based competitive bidding process.

Sl. No.	Clause No.	Existing Provisions			New / Revised Provisions		
1.	Scope of work in RFP & TSA	Sl. No.	Scope of the transmission Scheme	Scheduled COD from Effective Date	Sl. No.	Scope of the transmission Scheme	Scheduled COD from Effective Date
		1. Transmission system for immediate Evacuation of Power from Sirohi S/s (2 GW)		1. Transmission system for immediate Evacuation of Power from Sirohi S/s (2 GW)		1. Transmission system for immediate Evacuation of Power from Sirohi S/s (2 GW)	
		1	<u>5x500 MVA, 400/220 kV ICTs at Sirohi S/s along with transformer bays</u>	24 months from SPV Transfer	1	<u>4x500 MVA, 400/220 kV ICTs at Sirohi S/s along with transformer bays</u>	24 months from SPV Transfer
			<ul style="list-style-type: none"> <u>400/220 kV 500 MVA ICTs- 5 Nos.</u> <u>400 kV ICT bays-5 Nos.</u> <u>220 kV ICT bays- 5 Nos.</u> 			<ul style="list-style-type: none"> <u>400/220 kV 500 MVA ICTs- 4 Nos.</u> <u>400 kV ICT bays-4 Nos.</u> <u>220 kV ICT bays- 4 Nos.</u> 	
		2	<u>6 Nos. 220 kV line bays at Sirohi S/s for RE interconnection</u>		2	<u>5 Nos. 220 kV line bays at Sirohi S/s for RE interconnection</u>	
		3	220 kV Sectionalizer bay (1 set) along with 220 kV BC (2 Nos.) bay and 220 kV TBC (2 Nos.) bay at Sirohi S/s	24 months from SPV Transfer	3	220 kV Sectionalizer bay (1 set) along with 220 kV BC (2 Nos.) bay and 220 kV TBC (2 Nos.) bay at Sirohi S/s	
			<ul style="list-style-type: none"> 220 kV Sectionalizer bay (1 set) 220 kV BC (2 Nos.) bay and 220 kV TBC (2 Nos.) bay 			<ul style="list-style-type: none"> 220 kV Sectionalizer bay (1 set) 220 kV BC (2 Nos.) bay and 220 kV TBC (2 Nos.) bay 	
		2. Transmission system for Common Evacuation of Power from Sirohi PS (2 GW) and Merta-II PS (2 GW)		2. Transmission system for Common Evacuation of Power from Sirohi PS (2 GW) and Merta-II PS (2 GW)		2. Transmission system for Common Evacuation of Power from Sirohi PS (2 GW) and Merta-II PS (2 GW)	
		4.	Sirohi – Mandsaur PS 765 kV D/C line along with 240 MVAr switchable line reactor at Sirohi end and 330 MVAr switchable line reactor at Mandsaur PS end for each circuit of Sirohi – Mandsaur PS 765 kV D/C line	24 months from SPV Transfer	4	<u>1 No. 400 kV line bays at Sirohi S/s for RE interconnection</u>	
			<ul style="list-style-type: none"> 765 kV line bays at Sirohi S/s – 2 Nos. 			<ul style="list-style-type: none"> <u>400 kV line bay – 1 No.</u> 	
				2. Transmission system for Common Evacuation of Power from Sirohi PS (2 GW) and Merta-II PS (2 GW)			
				5.	-- No change --	24 months from	
				6.	-- No change --	SPV Transfer	

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Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		<ul style="list-style-type: none"> • 765 kV line bays at Mandsaur PS – 2 Nos. • 765 kV, 240 MVAR switchable line reactors at Sirohi S/s end– 2 Nos. • 765 kV, 330 MVAR switchable line reactors at Mandsaur PS end– 2 Nos. • Switching equipment for 765 kV, 240 MVAR switchable line reactors at Sirohi S/s end – 2 Nos. • Switching equipment for 765 kV, 330 MVAR switchable line reactors at Mandsaur PS end – 2 Nos. 	<p>.....</p>
	5.	<p>Mandsaur PS – Khandwa (New) 765 kV D/C line along with 240 MVAR switchable line reactor for each circuit at each end of Mandsaur PS – Khandwa (New) 765 kV D/C line</p> <ul style="list-style-type: none"> • 765 kV line bays at Mandsaur PS – 2 Nos. • 765 kV line bays at Khandwa (New) – 2 Nos. • 765 kV, 240 MVAR switchable line reactors at Mandsaur PS end– 2 Nos. • 765 kV, 240 MVAR switchable line reactors at Khandwa (New) end– 2 Nos. • Switching equipment for 765 kV, 240 MVAR switchable line reactors at Mandsaur PS end – 2 Nos. 	

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Sl. No.	Clause No.	Existing Provisions					New / Revised Provisions				
			<ul style="list-style-type: none"> Switching equipment for 765 kV, 240 MVAR switchable line reactors at Khandwa (New) end – 2 Nos. 								
										
2.	Clause 2.6, Annexure 8 of RFP and Schedule 2 of TSA	Sl. No.	Name of the Transmission Element	Scheduled COD	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	Sl. No.	Name of the Transmission Element	Scheduled COD	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	5x500 MVA, 400/220 kV ICTs at Sirohi S/s along with transformer bays	.....	.....	....	1	<u>4x500 MVA, 400/220 kV ICTs at Sirohi S/s along with transformer bays</u>	.....	.....	....
		2	6 Nos. 220 kV line bays at Sirohi S/s for RE interconnection				2	<u>5 Nos. 220 kV line bays at Sirohi S/s for RE interconnection</u>			
		3	220 kV Sectionalizer bay (1 set) along with 220 kV BC (2 Nos.) bay and 220 kV TBC (2 Nos.) bay at Sirohi S/s				3	220 kV Sectionalizer bay (1 set) along with 220 kV BC (2 Nos.) bay and 220 kV TBC (2			

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Sl. No.	Clause No.	Existing Provisions				New / Revised Provisions					
		4	Sirohi – Mandsaur PS 765 kV D/C line along with 240 MVar switchable line reactor at Sirohi end and 330 MVar switchable line reactor at Mandsaur PS end for each circuit of Sirohi – Mandsaur PS 765 kV D/C line					Nos.) bay at Sirohi S/s			
		<u>4</u>						<u>1 No. 400 kV line bays at Sirohi S/s for RE interconnection</u>			
		5	Mandsaur PS – Khandwa (New) 765 kV D/C line along with 240 MVar switchable line reactor for each circuit at each end of Mandsaur PS – Khandwa (New) 765 kV D/C line				<u>5</u>	Sirohi – Mandsaur PS 765 kV D/C line along with 240 MVar switchable line reactor at Sirohi end and 330 MVar switchable line reactor at Mandsaur PS end for each circuit of Sirohi – Mandsaur PS 765 kV D/C line			
							<u>6</u>	Mandsaur PS – Khandwa (New) 765 kV D/C line along with 240 MVar switchable line reactor for each circuit at each end of Mandsaur PS – Khandwa (New) 765 kV D/C line			

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Sl. No.	Clause No.	Existing Provisions				New / Revised Provisions			
		S No.	Name of the Transmission Element	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	Sl. No.	Name of the Transmission Element	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
3.	Schedule 5 of TSA	1.	5x500 MVA, 400/220 kV ICTs at Sirohi S/s along with transformer bays	.....	.....	1.	<u>4x500 MVA, 400/220 kV ICTs at Sirohi S/s along with transformer bays</u>	.....	.....
		2.	6 Nos. 220 kV line bays at Sirohi S/s for RE interconnection			2.	<u>5 Nos. 220 kV line bays at Sirohi S/s for RE interconnection</u>		
		3.	220 kV Sectionalizer bay (1 set) along with 220 kV BC (2 Nos.) bay and 220 kV TBC (2 Nos.) bay at Sirohi S/s			3.	220 kV Sectionalizer bay (1 set) along with 220 kV BC (2 Nos.) bay and 220 kV TBC (2 Nos.) bay at Sirohi S/s		
		4.	Sirohi – Mandsaur PS 765 kV D/C line along with 240 MVA switchable line reactor at Sirohi end and 330 MVA switchable line reactor at Mandsaur PS end for each circuit of Sirohi –			4.	<u>1 No. 400 kV line bays at Sirohi S/s for RE interconnection</u>		
						5.	Sirohi – Mandsaur PS 765 kV D/C line along with 240 MVA switchable line reactor at Sirohi end and 330 MVA switchable line reactor at Mandsaur PS		

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Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		<p>Mandsaur PS 765 kV D/C line</p> <p>5. Mandsaur PS – Khandwa (New) 765 kV D/C line along with 240 MVAr switchable line reactor for each circuit at each end of Mandsaur PS – Khandwa (New) 765 kV D/C line</p>	<p>end for each circuit of Sirohi – Mandsaur PS 765 kV D/C line</p> <p>6. Mandsaur PS – Khandwa (New) 765 kV D/C line along with 240 MVAr switchable line reactor for each circuit at each end of Mandsaur PS – Khandwa (New) 765 kV D/C line</p>
4.	Definition of “Bid Bond” in RFP	“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for <u>Rupees Fifty-Two Crore Forty Lakh Only (Rs. 52.40 Crore)</u> , 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 <u>Rupees Fifty-One Crore Twenty Lakh Only (Rs. 51.20 Crore)</u> , 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;
5.	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 <u>Rs. 2,620.00 Crore</u> or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than <u>Rs. 524.00 Crore</u> 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 <u>Rs. 2,560.00 Crore</u> or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than <u>Rs. 512.00 Crore</u> or equivalent USD (calculated as per provisions in Clause 3.4.1).
6.	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 <u>Rs. 2,620.00 Crore</u> 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 <u>Rs. 524.00 Crore</u> 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 <u>Rs. 2,560.00 Crore</u> 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 <u>Rs. 512.00 Crore</u> or equivalent USD (calculated as per provisions in Clause 3.4.1).

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7.	Clause 2.1.3.1 (A) of RFP	Networth should be not less than <u>Rs. 1,048.00 Crore</u> 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 <u>Rs. 1,024.00 Crore</u> 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.
8.	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 <u>Rs. 131.00 Crore (Rupees One Hundred Thirty-One Crore 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 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 <u>Rs. 128.00 Crore (Rupees One Hundred Twenty-Eight Crore 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 Annexure-17.
9.	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 <u>Rs. 131.00 Crore (Rupees One Hundred Thirty-One Crore Only)</u> .	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. 128.00 Crore (Rupees One Hundred Twenty-Eight Crore Only)</u> .
10.	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 <u>Rupees Thirteen</u>	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</u>

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		<p><u>Crore Ten Lakh Only (Rs. 13.10 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) 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><u>Twelve Crore Eighty Lakh Only (Rs. 12.80 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. 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>
11.	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 <u>Rs. 131.00 Crore (Rupees One Hundred Thirty-One Crore 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>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 <u>Rs. 128.00 Crore (Rupees One Hundred Twenty-Eight Crore 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>It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.</p>
12.	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 /</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 /</p>

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		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. 131.00 Crore (Rupees One Hundred Thirty-One Crore Only).</u> or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.	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. 128.00 Crore (Rupees One Hundred Twenty-Eight Crore Only).</u> or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.
13.	Clause 14.3.1 of TSA	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 Eight Crore Seventy-Three Lakh Only (Rs. 8.73 Crore).</u>	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 Eight Crore Fifty-Three Lakh Only (Rs. 8.53 Crore).</u>
14.	RFP, TSA & SPA	Name of the Project Specific SPV	All the reference to the name of the SPV may be read as <u>“RAJASTHAN V POWER TRANSMISSION LIMITED”</u> .