

Amendment – I dated 14.08.2024 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-IV (Part-4: 3.5 GW): Part B” through tariff based competitive bidding process.

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions								
1.	Scope of work in RFP and TSA	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Scope of the Transmission Scheme</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td> <p>Establishment of 765/400 kV, 2x1500 MVA S/s at suitable location near Merta (Merta-II Substation) along with 2x240 MVar (765 kV) & 2x125 MVar (420 kV) bus reactor at Merta-II S/s</p> <p>Merta-II S/s -AIS</p> <ul style="list-style-type: none"> 765/400 kV 1500 MVA ICTs- 2 Nos. (7x500 MVA including one spare unit) 400/220 kV 500 MVA ICTs -<u>2 Nos.</u> 765 kV ICT bays-2 Nos. 400 kV ICT bays- <u>4 Nos.</u> 220 kV ICT bays- <u>2 Nos.</u> 765kV line bays: 4 Nos. (for 765KV interconnection with Dausa S/s & Barmer-I PS) 400 kV line bays: 2 Nos. (for 400 kV interconnection with Beawar S/s) 240 MVar Bus Reactor-2 Nos. (7x80 MVar, including one spare unit) 765 kV Bus reactor bays-2 Nos. 125 MVar Bus Reactor-2 Nos. 400 kV Bus reactor bays- 2 Nos. 220 kV line bays: <u>3 Nos.</u> (for RE connectivity) 220 kV BC (<u>1 No.</u>) bay and 220 kV TBC (<u>1 No.</u>) bay 110 MVar spare reactor unit (single phase)-1 </td> </tr> </tbody> </table>	Sl. No.	Scope of the Transmission Scheme	1.	<p>Establishment of 765/400 kV, 2x1500 MVA S/s at suitable location near Merta (Merta-II Substation) along with 2x240 MVar (765 kV) & 2x125 MVar (420 kV) bus reactor at Merta-II S/s</p> <p>Merta-II S/s -AIS</p> <ul style="list-style-type: none"> 765/400 kV 1500 MVA ICTs- 2 Nos. (7x500 MVA including one spare unit) 400/220 kV 500 MVA ICTs -<u>2 Nos.</u> 765 kV ICT bays-2 Nos. 400 kV ICT bays- <u>4 Nos.</u> 220 kV ICT bays- <u>2 Nos.</u> 765kV line bays: 4 Nos. (for 765KV interconnection with Dausa S/s & Barmer-I PS) 400 kV line bays: 2 Nos. (for 400 kV interconnection with Beawar S/s) 240 MVar Bus Reactor-2 Nos. (7x80 MVar, including one spare unit) 765 kV Bus reactor bays-2 Nos. 125 MVar Bus Reactor-2 Nos. 400 kV Bus reactor bays- 2 Nos. 220 kV line bays: <u>3 Nos.</u> (for RE connectivity) 220 kV BC (<u>1 No.</u>) bay and 220 kV TBC (<u>1 No.</u>) bay 110 MVar spare reactor unit (single phase)-1 	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Scope of the Transmission Scheme</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td> <p>Establishment of 765/400 kV, 2x1500 MVA S/s at suitable location near Merta (Merta-II Substation) along with 2x240 MVar (765 kV) & 2x125 MVar (420 kV) bus reactor at Merta-II S/s</p> <p>Merta-II S/s -AIS</p> <ul style="list-style-type: none"> 765/400 kV 1500 MVA ICTs- 2 Nos. (7x500 MVA including one spare unit) 400/220 kV 500 MVA ICTs -<u>5 Nos.</u> 765 kV ICT bays-2 Nos. 400 kV ICT bays- <u>7 Nos.</u> 220 kV ICT bays- <u>5 Nos.</u> 765kV line bays: 4 Nos. (for 765KV interconnection with Dausa S/s & Barmer-I PS) 400 kV line bays: 2 Nos. (for 400 kV interconnection with Beawar S/s) 240 MVar Bus Reactor-2 Nos. (7x80 MVar, including one spare unit) 765 kV Bus reactor bays-2 Nos. 125 MVar Bus Reactor-2 Nos. 400 kV Bus reactor bays- 2 Nos. 220 kV line bays: <u>7 Nos.</u> (for RE connectivity) 220 kV BC (<u>2 No.</u>) bay and 220 kV TBC (<u>2 No.</u>) bay 110 MVar spare reactor unit (single phase)-1 </td> </tr> </tbody> </table>	Sl. No.	Scope of the Transmission Scheme	1.	<p>Establishment of 765/400 kV, 2x1500 MVA S/s at suitable location near Merta (Merta-II Substation) along with 2x240 MVar (765 kV) & 2x125 MVar (420 kV) bus reactor at Merta-II S/s</p> <p>Merta-II S/s -AIS</p> <ul style="list-style-type: none"> 765/400 kV 1500 MVA ICTs- 2 Nos. (7x500 MVA including one spare unit) 400/220 kV 500 MVA ICTs -<u>5 Nos.</u> 765 kV ICT bays-2 Nos. 400 kV ICT bays- <u>7 Nos.</u> 220 kV ICT bays- <u>5 Nos.</u> 765kV line bays: 4 Nos. (for 765KV interconnection with Dausa S/s & Barmer-I PS) 400 kV line bays: 2 Nos. (for 400 kV interconnection with Beawar S/s) 240 MVar Bus Reactor-2 Nos. (7x80 MVar, including one spare unit) 765 kV Bus reactor bays-2 Nos. 125 MVar Bus Reactor-2 Nos. 400 kV Bus reactor bays- 2 Nos. 220 kV line bays: <u>7 Nos.</u> (for RE connectivity) 220 kV BC (<u>2 No.</u>) bay and 220 kV TBC (<u>2 No.</u>) bay 110 MVar spare reactor unit (single phase)-1
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		<p>No.</p> <p>Future provisions at Merta-II S/s: Space for</p> <ul style="list-style-type: none"> • 765/400kV ICTs along with bays- 4 • 765 kV line bays along with switchable line reactors – 8 • 765kV Bus Reactor along with bay: 1 Nos. • 400 kV line bays along with switchable line reactor –8 Nos. • 400 kV line bays – 2 Nos. • 400 kV Bus Reactor along with bays: 1 No. • 400kV Sectionalizer bay: 2 sets • 400/220kV ICTs along with bays -4 Nos. • 220 kV line bays for RE injection -5 Nos. • 220 kV Sectionalizer bay: 2 set • 220 kV BC (2 Nos.) bays and 220 kV TBC (2 Nos.) bays • STATCOM (2x+300MVA_r, 4x125MVA_r MSC, 2x125MVA_r MSR) along with 400kV bays (2 Nos.) <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>.....</p>	<p>No.</p> <ul style="list-style-type: none"> • <u>220 kV sectionalizer bay (1 set)</u> <p>Future provisions at Merta-II S/s: Space for</p> <ul style="list-style-type: none"> • 765/400kV ICTs along with bays- 4 • 765 kV line bays along with switchable line reactors – 8 • 765kV Bus Reactor along with bay: 1 Nos. • 400 kV line bays along with switchable line reactor –8 Nos. • 400 kV line bays – 2 Nos. • 400 kV Bus Reactor along with bays: 1 No. • 400kV Sectionalizer bay: 2 sets • 400/220kV ICTs along with bays -1 No. • 220 kV line bays for RE injection -1 No. • 220 kV Sectionalizer bay: 1 set • 220 kV BC (1 No.) bays and 220 kV TBC (1 No.) bays • STATCOM (2x+300MVA_r, 4x125MVA_r MSC, 2x125MVA_r MSR) along with 400kV bays (2 Nos.) <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>.....</p>

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2.	Definitions of Bid Bond in RFP	“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for <u>Rupees Fifty-Five Crore Eighty Lakh Only (Rs. 55.80 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 Sixty-One Crore Eighty Lakh Only (Rs. 61.80 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;
3.	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. 2,790 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. 558 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. 3,090 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. 618 Crore</u> or equivalent USD (calculated as per provisions in Clause 3.4.1).
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 <u>Rs. 2,790 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. 558 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. 3,090 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. 618 Crore</u> or equivalent USD (calculated as per provisions in Clause 3.4.1).
5.	Clause 2.1.3.1 (A) of RFP	A. Networth: Networth should be not less than <u>Rs. 1,116 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.	A. Networth: Networth should be not less than <u>Rs. 1,236 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.

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6.	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. 139.50 Crore (Rupees One Hundred Thirty-Nine Crore Fifty Lakh 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. 154.50 Crore (Rupees One Hundred Fifty-Four Crore Fifty Lakh 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.
7.	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. 139.50 Crore (Rupees One Hundred Thirty Nine Crore Fifty Lakh 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. 154.50 Crore (Rupees One Hundred Fifty-Four Crore Fifty Lakh Only)</u> .
8.	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 Crore Ninety Five Lakh Only (Rs. 13.95 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	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 Fifteen Crore Forty Five Lakh Only (Rs. 15.45 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

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		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.	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.
9.	Clause 3.3.3 of TSA	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. 139.50 Crore (Rupees One Hundred Thirty-Nine Crore Fifty Lakh 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. It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.	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. 154.50 Crore (Rupees One Hundred Fifty-Four Crore Fifty Lakh 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. It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.
10.	Clause 6.5.1 of TSA	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 <u>Rs. 139.50 Crore (Rupees One hundred Thirty-Nine Crore Fifty Lakh only)</u> , or (ii) termination of this	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 <u>Rs. 154.50 Crore (Rupees One Hundred Fifty-Four Crore Fifty Lakh Only)</u> , or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.

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		Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.	
11.	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 Nine Crore Thirty Lakh Only (Rs. 9.30 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 Ten Crore Thirty Lakh Only (Rs. 10.30 Crore).</u>