

Amendment – XLVIII dated 04.09.2024 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 Luhri Stage-I HEP” through tariff based competitive bidding process.

Sl. No.	Clause No.	Existing Provisions			New / Revised Provisions		
		S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date
1.	Scope in RFP & TSA	1.	Establishment of 7x105 MVA, 400/220 kV <u>Nange GIS Pooling Station</u> along with 125 MVAR (420 kV) Bus Reactor at Nange (GIS) PS (1-Ph units along with one spare unit) <ul style="list-style-type: none"> • 315 MVA, 400/220 kV ICT: 2 nos. (7x105 MVA including 1 spare ICT) • 400 kV ICT bays: 2 nos. • 220 kV ICT bays: 2 nos. • 400 kV, 125 MVA Bus Reactor # – 1 no. • 400 kV Bus Reactor bay- 1 no. • 400 kV Line Bays- 2 nos. <p>Future provisions: Space for</p> <ul style="list-style-type: none"> • 400/220 kV ICTs (315 MVA with single phase units) along with associated bays: 3 nos. • 400 kV line bays along with switchable line reactor: 3 nos. • 220 kV line bays: <u>10 nos.</u> • 220 kV bus sectionalizer: 1 set 	<u>30.11.2026</u>	1.	Establishment of 7x105 MVA, 400/220 kV <u>Pooling Station near Bilaspur (GIS)</u> along with 125 MVAR (420 kV) Bus Reactor (1-Ph units along with one spare unit) <ul style="list-style-type: none"> • 315 MVA, 400/220 kV ICT: 2 nos. (7x105 MVA including 1 spare ICT) • 400 kV ICT bays: 2 nos. • 220 kV ICT bays: 2 nos. • 400 kV, 125 MVA Bus Reactor # – 1 no. • 400 kV Bus Reactor bay- 1 no. • 400 kV Line Bays- 2 nos. <p>Future provisions: Space for</p> <ul style="list-style-type: none"> • 400/220 kV ICTs (315 MVA with single phase units) along with associated bays: 3 nos. • 400 kV line bays along with switchable line reactor: 3 nos. • 220 kV line bays: <u>8 nos.</u> • 220 kV bus sectionalizer: 1 set 	<u>May, 2027</u>
		2.	Nange (GIS) Pooling Station – Koldam 400 kV D/C line (Triple snowbird) (only one circuit is to be terminated at Koldam while second		2.	<u>LILO of one ckt of 400kV Koldam (NTPC) - Ropar (Triple snowbird) Die line at Pooling Station near Bilaspur (GIS)</u>	

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		<p>circuit would be connected to bypassed circuit of Koldam-Ropar/Ludhiana 400 kV D/C line)</p> <p>3. 1 no. of 400 kV line bay at Koldam S/S for termination of Nange (GIS) Pooling Station – Koldam 400 kV line along with 125 MVAR (420 kV) Bus Reactor at Koldam S/s (1-Ph units along with one spare unit)</p> <ul style="list-style-type: none"> • 400 kV Line Bay- 1 no • 400 kV, 125 MVAR Bus Reactor# - 1 (to be terminated in existing line bay at Koldam, which would be available due to bypassing of one circuit of Koldam – Ropar/Ludhiana 400 kV D/c line at Koldam S/s) <p>4. Bypassing one ckt of Koldam-Ropar/Ludhiana 400 kV D/C line (Triple snowbird) at Koldam and connecting it with one of the circuit of Nange-Koldam 400 kV D/C line (Triple snowbird), thus forming Nange- Ropar/Ludhiana one line (Triple snowbird)</p> <p>5. 1x50 MVAR switchable line reactor at Ropar end of Nange -Ropar/ Ludhiana 400kV line</p> <ul style="list-style-type: none"> • 400 kV, 50 MVAR Line Reactor- 1 no. • 400 kV Reactor Bay- 1 no. 	<p>3. 1x125 MVAR (420kV) Bus Reactor at Koldam(NTPC) Sis (1-Ph units along with one spare unit)</p> <ul style="list-style-type: none"> • 125 MV AR, 420kV Bus Reactor - 1 no. • 400kV Bus Reactor bay -1 no. <p>4. --- Deleted ---</p> <p>5. --- Deleted ---</p>
2.	Definitions of Bid Bond in RFP	“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees Three Crore Thirty Seven Lakh Only (Rs. 3.37 Crore) , to be submitted along with the Technical Bid	“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees One Crore Eighty Lakh Only (Rs. 1.80 Crore) , to be submitted along with the Technical Bid by the Bidder

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		by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;	under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;
3.	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. 5.05 Crore (Rupees Five Crore Five 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. 4.51 Crore (Rupees Four Crore Fifty-One 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.
4.	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. 5.05 Crore (Rupees Five Crore Five 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. 4.51 Crore (Rupees Four Crore Fifty-One Lakh Only)</u> .
5.	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 Fifty One Lakh Only (Rs. 0.51 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	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 Forty Five Lakh Only (Rs. 0.45 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 the Nodal Agency) shall be entitled

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		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.	to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.
6.	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. 5.05 Crore (Rupees Five Crore Five 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.</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 of <u>Rs. 4.51 Crore (Rupees Four Crore Fifty-One 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.</p> <p>It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.</p>
7.	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 / 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. 5.05 Crore (Rupees Five Crore Five Lakh only)</u>, or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</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 / 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. 4.51 Crore (Rupees Four Crore Fifty-One Lakh Only)</u>, 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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8.	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 Thirty Four Lakh Only (Rs. 0.34 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 Thirty Lakh Only (Rs. 0.30 Crore)</u> .