

Amendment –XVII dated 17.11.2023 on the Request for Proposal Document and Transmission Service Agreement issued for selection of bidder as Transmission Service Provider to establish “Transmission Scheme for Solar Energy Zone in Bidar (2500 MW), Karnataka”through tariff based competitive bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
1.	Definitions of Bid Bond	“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees Twenty-Nine Crore Eighty Lakh Only (Rs. 29.80 Crore) , 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 Rupees Thirty-Four Crore Thirty-Six Lakh Only (Rs. 34.36 Crore) , 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;
2.	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 Rs. 1390 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs. 278 Crore 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 Rs. 1718 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs. 343.60 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1).
3.	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 Rs. 1390 Crore 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 Rs. 278 Crore 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 Rs. 1718 Crore 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 Rs. 343.60 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1).

4.	Clause 2.1.3.1 (A) of RFP	<p>Networth should be not less than Rs. 556 Crore 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.</p> <p>.....</p>	<p>Networth should be not less than Rs. 687.20 Crore 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.</p> <p>.....</p>
5.	Clause 2.12.1 of RFP	<p>Contract Performance Guarantee</p> <p>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 Rs. 69.50 Crore (Rupees Sixty-Nine Crore Fifty Lakh Only). 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.</p> <p>.....</p>	<p>Contract Performance Guarantee</p> <p>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 Rs. 85.90 Crore (Rupees Eighty-Five Crore Ninety Lakh Only). 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.</p> <p>.....</p>
6.	Article: 3 in TSA	<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</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</p>

the Nodal Agency) the Contract Performance Guarantee for an amount of **Rs. 69.50 Crore (Rupees Sixty-Nine Crore Fifty Lakh Only)**.

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3.3 Consequences of non-fulfilment of conditions subsequent

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 **Rupees Six Crore and Ninety Five Lakh Only (Rs. 6.95 Crore)** 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.

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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

Agency) the Contract Performance Guarantee for an amount of **Rs. 85.90 Crore (Rupees Eighty-Five Crore Ninety Lakh Only)**.

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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 **Rs. 85.90 Crore (Rupees Eighty-Five Crore and Ninety Lakh only)** 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,

		<p>Rs. 69.50 Crore (Rupees Sixty-Nine Crore Fifty Lakh Only) 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>which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.</p> <p>.....</p>
7.	Article:6 in TSA	<p>.....</p> <p>6.5 Return of Contract Performance Guarantee 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 Rs. 69.50 Crore (Rupees Sixty-Nine Crore Fifty Lakh Only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p> <p>.....</p>	<p>.....</p> <p>6.5 Return of Contract Performance Guarantee 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 Rs. 85.90 Crore (Rupees Eighty-Five Crore and Ninety Lakh only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p> <p>.....</p>

8.	Article: 14 in TSA	<p>.....</p> <p>14.3 Monetary Limitation of liability 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 Rupees Four Crore Sixty-Three Lakh only (Rs. 4.63 Crore).</p> <p>.....</p>	<p>.....</p> <p>14.3 Monetary Limitation of liability 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 Rupees Five Crore Seventy-Two Lakh only (Rs. 5.72 Crore).</p> <p>.....</p>
9.	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 1200 hours(IST) on <u>20.11.2023</u>. 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 Lol</p>	<p>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1200 hours(IST) on <u>18.12.2023</u>. 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 Lol</p>

10.	2.7.2 of RFP	<p>Important timelines are mentioned below:</p> <table border="1" data-bbox="380 264 1167 938"> <thead> <tr> <th data-bbox="380 264 583 305">Date</th> <th data-bbox="583 264 1167 305">Event</th> </tr> </thead> <tbody> <tr> <td data-bbox="380 305 583 378">20.11.2023</td> <td data-bbox="583 305 1167 378">Submission of Bid (Online submission of Bid through electronic bidding portal)</td> </tr> <tr> <td data-bbox="380 378 583 418">20.11.2023</td> <td data-bbox="583 378 1167 418">Opening of Technical Bid</td> </tr> <tr> <td data-bbox="380 418 583 492">28.11.2023</td> <td data-bbox="583 418 1167 492">Shortlisting and announcement of Qualified Bidders on bidding portal</td> </tr> <tr> <td data-bbox="380 492 583 532">29.11.2023</td> <td data-bbox="583 492 1167 532">Opening of Financial Bid - Initial Offer</td> </tr> <tr> <td data-bbox="380 532 583 638">30.11.2023</td> <td data-bbox="583 532 1167 638">Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td> </tr> <tr> <td data-bbox="380 638 583 784">05.12.2023</td> <td data-bbox="583 638 1167 784">Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td> </tr> <tr> <td data-bbox="380 784 583 857">08.12.2023</td> <td data-bbox="583 784 1167 857">Selection of Successful Bidder and issue of LOI</td> </tr> <tr> <td data-bbox="380 857 583 938">18.12.2023</td> <td data-bbox="583 857 1167 938">Signing of RFP Project Documents and transfer of Bidar Transmission Limited</td> </tr> </tbody> </table>	Date	Event	20.11.2023	Submission of Bid (Online submission of Bid through electronic bidding portal)	20.11.2023	Opening of Technical Bid	28.11.2023	Shortlisting and announcement of Qualified Bidders on bidding portal	29.11.2023	Opening of Financial Bid - Initial Offer	30.11.2023	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.	05.12.2023	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer	08.12.2023	Selection of Successful Bidder and issue of LOI	18.12.2023	Signing of RFP Project Documents and transfer of Bidar Transmission Limited	<p>Important timelines are mentioned below:</p> <table border="1" data-bbox="1192 264 2043 898"> <thead> <tr> <th data-bbox="1192 264 1423 305">Date</th> <th data-bbox="1423 264 2043 305">Event</th> </tr> </thead> <tbody> <tr> <td data-bbox="1192 305 1423 378">18.12.2023</td> <td data-bbox="1423 305 2043 378">Submission of Bid (Online submission of Bid through electronic bidding portal)</td> </tr> <tr> <td data-bbox="1192 378 1423 418">18.12.2023</td> <td data-bbox="1423 378 2043 418">Opening of Technical Bid</td> </tr> <tr> <td data-bbox="1192 418 1423 492">26.12.2023</td> <td data-bbox="1423 418 2043 492">Shortlisting and announcement of Qualified Bidders on bidding portal</td> </tr> <tr> <td data-bbox="1192 492 1423 532">27.12.2023</td> <td data-bbox="1423 492 2043 532">Opening of Financial Bid - Initial Offer</td> </tr> <tr> <td data-bbox="1192 532 1423 605">28.12.2023</td> <td data-bbox="1423 532 2043 605">Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td> </tr> <tr> <td data-bbox="1192 605 1423 751">02.01.2024</td> <td data-bbox="1423 605 2043 751">Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td> </tr> <tr> <td data-bbox="1192 751 1423 824">05.01.2024</td> <td data-bbox="1423 751 2043 824">Selection of Successful Bidder and issue of LOI</td> </tr> <tr> <td data-bbox="1192 824 1423 898">15.01.2024</td> <td data-bbox="1423 824 2043 898">Signing of RFP Project Documents and transfer of Bidar Transmission Limited</td> </tr> </tbody> </table>	Date	Event	18.12.2023	Submission of Bid (Online submission of Bid through electronic bidding portal)	18.12.2023	Opening of Technical Bid	26.12.2023	Shortlisting and announcement of Qualified Bidders on bidding portal	27.12.2023	Opening of Financial Bid - Initial Offer	28.12.2023	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.	02.01.2024	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer	05.01.2024	Selection of Successful Bidder and issue of LOI	15.01.2024	Signing of RFP Project Documents and transfer of Bidar Transmission Limited
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