

Amendment No. 3 dated 27.06.2022

to

**RFP documents for selection of Transmission Service Provider through tariff based competitive bidding process to establish transmission system for
“Transmission system for evacuation of power from REZ in Rajasthan (20 GW) under phase III –Part A1”**

Sl. No.	Existing Provisions	Revised Provisions
1.	<p align="center">ANNEXURE 14 - FORMAT OF THE BID BOND</p> <p align="center">FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND</p> <p align="center">(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)</p> <p>In consideration of the [Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for SPV [which is under incorporation] on build, own, operate and transfer basis, in response to the RFP dated February 07, 2022 issued by PFC Consulting Limited, and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of [Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to PFC Consulting Limited or its authorized representative at ____ [Address of BPC] forthwith on demand in writing from PFC Consulting Limited or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore), on behalf of M/s.....[Insert name of the Bidder].</p> <p>.....</p>	<p align="center">ANNEXURE 14 - FORMAT OF THE BID BOND</p> <p align="center">FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND</p> <p align="center">(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)</p> <p>In consideration of the [Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for [Name of Project] on build, own, operate and transfer basis, in response to the RFP dated February 07, 2022 issued by PFC Consulting Limited, and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of [Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to PFC Consulting Limited or its authorized representative at ____ [Address of BPC] forthwith on demand in writing from PFC Consulting Limited or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore), on behalf of M/s.....[Insert name of the Bidder].</p> <p>....</p>

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2.	<p>All the relevant clauses of RfP, TSA and SPA</p> <p>“SPV [which is under incorporation]”</p>	<p>All the relevant clauses of RfP, TSA and SPA</p> <p>“SPV [which is under incorporation]” in the subject RfP, TSA and SPA may be read as “FATEHGARH IV TRANSMISSION LIMITED”.</p>
3.	<p>Para 1.6.1.1 of RfP</p> <p>Establishment, operation and maintenance of the Project on build, own, operate and transfer basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning. Further, the actual location of substations, switching stations or HVDC terminal or inverter stations in the scope of TSP shall not be beyond 1 Km radius of the location proposed by the BPC in the survey report.</p>	<p>Para 1.6.1.1 of RfP</p> <p>Establishment, operation and maintenance of the Project on build, own, operate and transfer basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning. Further, the actual location of substations, switching stations or HVDC terminal or inverter stations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report.</p>
4.	<p>Para 5.1.4 (a) of TSA</p> <p>The TSP shall be responsible for</p> <p>(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of substations, switching stations or HVDC terminal or inverter stations shall not be beyond 1 Km radius of the location proposed by the BPC in the survey report;</p>	<p>Para 5.1.4 (a) of TSA</p> <p>The TSP shall be responsible for</p> <p>(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of substations, switching stations or HVDC terminal or inverter stations shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report;</p>
5.	<p>Survey Report/Clarifications issued</p> <p>The location of substation is limited to be within 1 km radius of boundary of the plot (1 km from any of the corners) furnished by the BPC in their Survey Report.</p>	<p>Survey Report/Clarifications issued</p> <p>The location of substation is limited to be within 3 km radius of boundary of the plot furnished by the BPC in their Survey Report.</p>

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6.	<p>ARTICLE: 1</p> <p>Definitions and Interpretations</p> <p>“Contract Performance Guarantee” shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 0 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;</p>	<p>ARTICLE: 1</p> <p>Definitions and Interpretations</p> <p>“Contract Performance Guarantee” shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;</p>
7.	<p>“TSP’s Preliminary Notice” shall mean a notice issued by the TSP in pursuant to the provisions of Article 0 of this Agreement;</p>	<p>“TSP’s Preliminary Notice” shall mean a notice issued by the TSP in pursuant to the provisions of Article 13.3 of this Agreement;</p>
8.	<p>“Target Availability” shall have the meaning as ascribed hereto in Article 0 of this Agreement;</p>	<p>“Target Availability” shall have the meaning as ascribed hereto in Article 8.2 of this Agreement;</p>
9.	<p>Clause 2.5.2 of Transmission Service Agreement (TSA)</p> <p>For the purposes of this Agreement for ISTS systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 0 (Assignment and Charges), Articles 0, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the ISTS Licensee) of this agreement shall supersede the corresponding provisions under Sharing Regulations.</p>	<p>Clause 2.5.2 of Transmission Service Agreement (TSA)</p> <p>For the purposes of this Agreement for ISTS systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the ISTS Licensee) of this agreement shall supersede the corresponding provisions under Sharing Regulations.</p>

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10.	<p>Clause 4.1 (d) of Transmission Service Agreement (TSA)</p> <p>for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 0 of this Agreement;</p>	<p>Clause 4.1 (d) of Transmission Service Agreement (TSA)</p> <p>for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;</p>
11.	<p>Clause 9.2.1 of Transmission Service Agreement (TSA)</p> <p>The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek from the TSP as per the terms of Article 0</p>	<p>Clause 9.2.1 of Transmission Service Agreement (TSA)</p> <p>The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek from the TSP as per the terms of Article 9.1</p>
12.	<p>Clause 12.3.1 of Transmission Service Agreement (TSA)</p> <p>If the TSP is affected by a Change in Law in accordance with Article 0 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.</p>	<p>Clause 12.3.1 of Transmission Service Agreement (TSA)</p> <p>If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.</p>
13.	<p>Clause 13.1 (i) of Transmission Service Agreement (TSA)</p> <p>`the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 0; or</p>	<p>Clause 13.1 (i) of Transmission Service Agreement (TSA)</p> <p>`the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or</p>
14.	<p>Clause 13.2 (a) of Transmission Service Agreement (TSA)</p> <p>Upon the occurrence and continuance of any TSP's Event of Default under Article 0 the Nodal Agency may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.</p>	<p>Clause 13.2 (a) of Transmission Service Agreement (TSA)</p> <p>Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.</p>

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15.	<p>Clause 16.2 of Transmission Service Agreement (TSA)</p> <p>16.2.1</p> <p>16.2.1 The other Party shall, within thirty (30) days of issue of notice issued under Article 0, furnish:</p> <p>.....</p> <p>16.2.2 Within thirty (30) days of issue of notice by the Party pursuant to Article 0, if the other Party does not furnish any counter claim or defense under Article 16.2.1, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.2, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.</p>	<p>Clause 16.2 of Transmission Service Agreement (TSA)</p> <p>16.2.1</p> <p>16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:</p> <p>.....</p> <p>16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.</p>