

Amendment No. 1 dated 14.10.2021

to

Request for Proposal (RfP) and Transmission Service Agreement (TSA) for selection of Transmission Service Provider through tariff based competitive bidding process for “Transmission system for evacuation of power from Pakaldul HEP in Chenab Valley HEPs - Connectivity System”

S. No.	Existing Provision			Amended Provision		
1.	S. No. 2 of RfP Notification of RfP Document			S. No. 2 of RfP Notification of RfP Document		
	Transmission System for Evacuation of Power from Pakaldul HEP in Chenab Valley HEPs -Connectivity System			Transmission System for Evacuation of Power from Pakaldul HEP in Chenab Valley HEPs -Connectivity System		
	S. No.	Name of Transmission Element	Scheduled COD in months from Effective Date	S. No.	Name of Transmission Element	Scheduled COD in months from Effective Date
	1.	Establishment of 400 kV switching station at Kishtwar (GIS) along with 420 kV, 125 MVAR Bus Reactor at Kishtwar Switching Station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/c (Quad) line (Single Circuit Strung) i. 400 kV switching station with 420 kV, 125 MVAR Bus Reactor – 1 Nos. ii. Reactor Bay-1 Nos. Future Scope: Space for i. 765/400 kV ICT along with bays – 3 Nos. ii. 400/220/132 kV ICT along with bays – 3 Nos. iii. 765 kV line bays along with switchable line reactor – 6 Nos. iv. 400 kV Line bays – 8 Nos. v. 220 /132 kV Line bays – 6 Nos. vi. 765 kV Reactor along with bays-1 Nos. vii. 400 kV Reactor along with bays – 1 Nos.	Matching timeframe of Pakaldul HEP (Feb’2024)	1.	Establishment of 400/132 kV pooling station at Kishtwar (GIS) along with 420 kV, 125 MVAR Bus Reactor at Kishtwar pooling station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/C (Quad) line (Single Circuit Strung) i. 400 kV pooling station with 420 kV, 125 MVAR Bus Reactor - 1 no. ii. Reactor Bay - 1 no. Future Scope: Space for i. 765/400 kV ICT along with bays - 3 nos. ii. 400/220 kV ICT along with bays - 2 nos. iii. 400/132 kV ICT along with bays - 2 nos. iv. 765 kV line bays along with switchable line reactor - 6 nos. v. 400 kV Line bays - 8 nos. vi. 220 kV Line bays - 2 nos. vii. 132 kV Line bays - 2 nos. viii. 765 kV Reactor along with bays - 1 nos. ix. 400 kV Reactor along with bays - 1 nos.	Matching Timeframe of Pakaldul HEP i.e. 01.04.2025
	2.	LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line at Kishtwar		2.	LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line at Kishtwar	

S. No.	Existing Provision			Amended Provision					
	3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line 400kV line bays – 2 Nos.		3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line 400kV line bays – 2 Nos.				
	4.	1 No. of 400 kV line bay at Kishtwar (GIS) for 2nd circuit stringing of Kishtwar- Kishenpur section 400kV line bay – 1 No.		4.	1 No. of 400 kV line bay at Kishtwar (GIS) for 2nd circuit stringing of Kishtwar- Kishenpur section 400kV line bay – 1 No.				
	Note: i. Location of Kishtwar pooling Station (GIS) is yet to be finalized. ii. Implementation Timeframe: To be implemented in matching timeframe of Pakaldul HEP (Feb’2024).			5.	2x200 MVA, 400/132 kV ICT along with associated bays at Kishtwar Pooling station i. 200 MVA, 400/132kV ICT- 2 nos. ii. 400 kV ICT bays – 2 nos. iii. 132kV ICT bays – 2 nos. iv. 132kV Bus Coupler bay - 1 no.#	Matching Timeframe of Kishtwar pooling Station			
				6.	4 nos. of 132 kV bays 132 kV line bays (GIS)- 4 nos.				
							# To fulfill the requirement of bus switching scheme.		
							Note: i. <u>Implementation Timeframe:</u> Sl. No. 1-4: to be implemented in matching timeframe of Pakaldul HEP i.e. 01.04.2025 Sl. No. 5-6: to be implemented in matching timeframe of Kishtwar pooling Station		
	2.	Clause No. 1.2, Section 1: Introduction of RfP Document and S. No. 2 of Schedule 2 of TSA			Clause No. 1.2, Section 1: Introduction of RfP Document and S. No. 2 of Schedule 2 of TSA				
	Transmission System for Evacuation of Power from Pakaldul HEP in Chenab Valley HEPs - Connectivity System			Transmission System for Evacuation of Power from Pakaldul HEP in Chenab Valley HEPs - Connectivity System					

S. No.	Existing Provision			Amended Provision			
	S. No.	Name of Transmission Element	Scheduled COD in months from Effective Date		S. No.	Name of Transmission Element	Scheduled COD in months from Effective Date
	1.	Establishment of 400 kV switching station at Kishtwar (GIS) along with 420 kV, 125 MVAR Bus Reactor at Kishtwar Switching Station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/c (Quad) line (Single Circuit Strung) i. 400 kV switching station with 420 kV, 125 MVAR Bus Reactor – 1 Nos. ii. Reactor Bay-1 Nos. Future Scope: Space for i. 765/400 kV ICT along with bays – 3 Nos. ii. 400/220/132 kV ICT along with bays – 3 Nos. iii. 765 kV line bays along with switchable line reactor – 6 Nos. iv. 400 kV Line bays – 8 Nos. v. 220 /132 kV Line bays – 6 Nos. vi. 765 kV Reactor along with bays-1 Nos. vii. 400 kV Reactor along with bays – 1 Nos.	Matching timeframe of Pakaldul HEP (Feb’2024)	1.	Establishment of 400/132 kV pooling station at Kishtwar (GIS) along with 420 kV, 125 MVAR Bus Reactor at Kishtwar pooling station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/C (Quad) line (Single Circuit Strung) i. 400 kV pooling station with 420 kV, 125 MVAR Bus Reactor - 1 no. ii. Reactor Bay - 1 no. Future Scope: Space for i. 765/400 kV ICT along with bays - 3 nos. ii. 400/220 kV ICT along with bays - 2 nos. iii. 400/132 kV ICT along with bays - 2 nos. iv. 765 kV line bays along with switchable line reactor - 6 nos. v. 400 kV Line bays - 8 nos. vi. 220 kV Line bays - 2 nos. vii. 132 kV Line bays - 2 nos. viii. 765 kV Reactor along with bays - 1 nos. ix. 400 kV Reactor along with bays - 1 nos.	Matching Timeframe of Pakaldul HEP i.e. 01.04.2025	
	2.	LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line at Kishtwar		2.	LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line at Kishtwar		
	3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line 400kV line bays – 2 Nos.		3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line 400kV line bays – 2 Nos.		
	4.	1 No. of 400 kV line bay at Kishtwar (GIS) for 2nd circuit stringing of Kishtwar- Kishenpur section 400kV line bay – 1 No.		4.	1 No. of 400 kV line bay at Kishtwar (GIS) for 2nd circuit stringing of Kishtwar- Kishenpur section 400kV line bay – 1 No.		
				5.	2x200 MVA, 400/132 kV ICT along with associated bays at Kishtwar Pooling station	Matching Timeframe	

S. No.	Existing Provision					Amended Provision				
						<div><div><div><div>i. 200 MVA, 400/132kV ICT- 2 nos.</div><div>ii. 400 kV ICT bays – 2 nos.</div><div>iii. 132kV ICT bays – 2 nos.</div><div>iv. 132kV Bus Coupler bay - 1 no.#</div></div></div><div><div>6.</div><div>4 nos. of 132 kV bays</div><div>132 kV line bays (GIS)- 4 nos.</div></div></div> <div>of Kishtwar pooling Station</div>				
<p># To fulfill the requirement of bus switching scheme.</p> <p>Note:</p> <p>i. <u>Implementation Timeframe:</u></p> <p>Sl. No. 1-4: to be implemented in matching timeframe of Pakaldul HEP i.e. 01.04.2025</p> <p>Sl. No. 5-6: to be implemented in matching timeframe of Kishtwar Pooling Station</p>										
3.	Clause No. 2.6.1, Section 2: Information and Instruction for bidders of RfP document and Schedule 3 of TSA					Clause No. 2.6.1, Section 2: Information and Instruction for bidders of RfP document and Schedule 3 of TSA				
	S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	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	S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	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.	Establishment of 400kV switching station at Kishtwar (GIS) along with 420kV, 125 MVAR Bus Reactor at Kishtwar Switching Station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/c	Matching timeframe of Pakaldul HEP (Feb’2024)	19.01	Elements marked at S. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on	1.	Establishment of 400/132 kV pooling station at Kishtwar (GIS) along with 420 kV, 125 MVAR Bus Reactor at Kishtwar pooling station by LILO of one circuit of Kishenpur – Dulhasti	Matching Timeframe of Pakaldul HEP i.e. 01.04.2025	12%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on

S. No.	Existing Provision					Amended Provision				
		(Quad) line (Single Circuit Strung)			commissioning of each other.		400kV D/C (Quad) line (Single Circuit Strung)			commissioning of each other.
	2.	LILO of one circuit of Kishenpur –Dulhasti 400 kV D/c (Quad) line at Kishtwar		46.38		2.	LILO of one circuit of Kishenpur –Dulhasti 400 kV D/c (Quad) line at Kishtwar		29%	
	3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line (Single Circuit Strung)		23.19		3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line (Single Circuit Strung)		15%	
	4.	1 No. of 400 kV line bay at Kishtwar (GIS) for 2 nd circuit stringing of Kishtwar - Kishenpur section		11.42	Element marked at S. No. 4 is required to be Commissioned for 2nd circuit stringing of Kishtwar - Kishenpur section - being implemented by Powergrid	4.	1 No. of 400 kV line bay at Kishtwar (GIS) for 2 nd circuit stringing of Kishtwar - Kishenpur section		7%	Element marked at Sl. No. 4 is required to be commissioned for 2nd circuit stringing of Kishtwar- Kishenpur section – being implemented by POWERGRID.
	The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful commissioning of the Element(s) which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.					5.	2x200 MVA, 400/132 kV ICT along with associated bays at Kishtwar Pooling station	Matching Timeframe of Kishtwar pooling Station	37%	Elements marked at Sl. No. 5 & 6 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
	Scheduled COD for overall Project: Matching timeframe of Pakaldul HEP (Feb’2024).					6.	4 nos. of 132kV line bays (GIS) at Kishtwar Pooling station			
	<p>Note:</p> <p>ii. <u>Implementation Timeframe:</u></p> <p>Sl. No. 1-4: to be implemented in matching timeframe of Pakaldul HEP i.e.</p>									

S. No.	Existing Provision					Amended Provision				
						<p>01.04.2025</p> <p>Sl. No. 5-6: to be implemented in matching timeframe of Kishtwar Pooling Station</p> <p>The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful commissioning of the Element(s) which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.</p> <p>Scheduled COD for overall Project: Matching Timeframe of Pakaldul HEP i.e. 01.04.2025.</p>				
4.	S. No. 8 of Annexure-8 of RfP document					S. No. 8 of Annexure-8 of RfP document				
	S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	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	S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	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.	Establishment of 400kV switching station at Kishtwar (GIS) along with 420kV, 125 MVAR Bus Reactor at Kishtwar Switching Station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/c (Quad) line (Single Circuit Strung)	Matching timeframe of Pakaldul HEP (Feb'2024)	19.01	Elements marked at S. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.	1.	Establishment of 400/132 kV pooling station at Kishtwar (GIS) along with 420 kV, 125 MVAR Bus Reactor at Kishtwar pooling station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/C (Quad) line (Single Circuit Strung)	Matching Timeframe of Pakaldul HEP i.e. 01.04.2025	12%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
	2.	LILO of one circuit of Kishenpur –Dulhasti 400 kV D/c (Quad) line at Kishtwar		46.38		2.	LILO of one circuit of Kishenpur –Dulhasti 400 kV D/c (Quad) line at Kishtwar		29%	
	3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for		23.19		3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for		15%	

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		LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line (Single Circuit Strung)					LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line (Single Circuit Strung)			
	4.	1 No. of 400 kV line bay at Kishtwar (GIS) for 2 nd circuit stringing of Kishtwar - Kishenpur section		11.42	Element marked at S. No. 4 is required to be Commissioned for 2nd circuit stringing of Kishtwar - Kishenpur section - being implemented by Powergrid	4.	1 No. of 400 kV line bay at Kishtwar (GIS) for 2 nd circuit stringing of Kishtwar - Kishenpur section		7%	Element marked at Sl. No. 4 is required to be commissioned for 2nd circuit stringing of Kishtwar- Kishenpur section – being implemented by POWERGRID.
	<p>We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of Element(s) which are pre - required for declaring the commercial operation of such Element as mentioned in the above table.</p> <p>Scheduled COD for the Project: Matching timeframe of Pakaldul HEP (Feb’2024).</p>					5.	2x200 MVA, 400/132 kV ICT along with associated bays at Kishtwar Pooling station	Matching Timeframe of Kishtwar pooling Station	37%	Elements marked at Sl. No. 5 & 6 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
	6.	4 nos. of 132kV line bays (GIS) at Kishtwar Pooling station								
<p>Note:</p> <p>iii. <u>Implementation Timeframe:</u></p> <p><i>Sl. No. 1-4: to be implemented in matching timeframe of Pakaldul HEP i.e. 01.04.2025</i></p> <p><i>Sl. No. 5-6: to be implemented in matching timeframe of Kishtwar Pooling Station</i></p> <p>We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of Element(s) which are pre - required for declaring the commercial operation of such Element as mentioned in the above</p>										

S. No.	Existing Provision	Amended Provision
		<p>table.</p> <p>Scheduled COD for the Project: Matching Timeframe of Pakaldul HEP i.e. 01.04.2025.</p>
5.	<p>Clause No. 1.3 Project Description, Section 1: Introduction of RfP Document and S.No.1 of Schedule-2 of TSA</p> <p>i. Chenab Valley Power Projects Limited (CVPPL) is implementing three Hydro Electric Projects (HEP) viz Pakaldul (1000MW), Kiru (624 MW) and Kwar (540 MW) in J&K. In the 1stNorthern Region Power Committee- Transmission Planning (NRPC (TP)) meeting held on 24/01/2020, Comprehensive system for connectivity was agreed for evacuation of power from Pakaldul (1000MW), Kiru (624 MW) and Kwar (540 MW) HEPs of CVPPL. It was also agreed that the above projects would be connected to a common pooling station through 400kV dedicated transmission line to be implemented by developer of these projects. Further, establishment of common pooling station at Kishtwar by LILO of one circuit of Kishenpur – Dulhasti 400kV D/c (Quad) line (Single Circuit Strung) was also agreed to be implemented under ISTS to provide connectivity to above projects.</p> <p>ii. Subsequently, during 2nd meeting of NRPC (TP) held on 01/09/2020, transmission System was also agreed for transfer of 1000MW from Pakaldul HEP to NR on target region on Long-term Access (LTA) basis. Above Transmission system for evacuation of Power from Pakaldul HEP in Chenab valley was also agreed in 48thNorthern Region Power Committee (NRPC) meeting held on 02/09/2020 (Minutes awaited) & 3rdNational Committee on Transmission (NCT) held on 26th and 28th May, 2020.</p>	<p>Clause No. 1.3 Project Description, Section 1: Introduction of RfP Document and S.No.1 of Schedule-2 of TSA</p> <p>A comprehensive transmission system for providing connectivity to three Hydro Electric Projects (HEPs) viz Pakaldul (1000MW), Kiru (624 MW) and Kwar (540 MW) of Chenab Valley Power Projects Limited (CVPPL) in Union Territory of Jammu and Kashmir was agreed in the 1st Northern Region Power Committee- Transmission Planning (NRPC (TP)) meeting held on 24/01/2020. It was also agreed that the above projects would be connected to a common pooling station through 400kV dedicated transmission line to be implemented by developer of these projects. Accordingly, establishment of common pooling station at Kishtwar by LILO of one circuit of Kishenpur – Dulhasti 400kV D/c (Quad) line (Single Circuit Strung) was agreed to be implemented under ISTS to provide connectivity to above projects. Subsequently, during 2nd meeting of NRPC (TP) held on 01/09/2020, transmission system i.e. Kishtwar switching station - Kishenpur400kV S/c (Quad) line (stringing of second circuit of Dulhasti–Kishenpur 400kV from Kishtwar upto Kishenpur) along with bays at both ends was also agreed to be implemented under ISTS for transfer of 1000MW from Pakaldul HEP to NR on target region on Long-term Access (LTA) basis.</p> <p>Above transmission system for evacuation of Power from Pakaldul HEP in Chenab valley was also agreed in 48th Northern Region Power Committee (NRPC) meeting held on 02/09/2020 & 3rd National Committee on Transmission (NCT) held on 26th and 28th May, 2020. Subsequently, Ministry of Power, Government of India, vide its Gazette Notification No. CG-DL-E-28092020-222045 dated 25.09.2020 had declared establishment of Kishtwar Switching Station (GIS) including 400kV bay at Kishtwar for stringing of second circuit of Dulhasti–Kishenpur 400kV from Kishtwar upto Kishenpur through tariff based competitive bidding process route as part of “Transmission System for Evacuation of power from Pakaldul HEP in Chenab Valley HEPs -Connectivity System”.</p> <p>Further, in 2nd meeting of NRPCTP held on 01.09.2020, JKPDD had intimated that presently, there are three nos. of 132/33kV GSS in vicinity to proposed Kishtwar Switching Station (GIS). In order to provide reliable power to the area, based on the request of JKPDD implementation of 2x200 MVA, 400/132 kV ICTs at Kishtwar Pooling Station along with 4 no. of 132 kV line bays at Kishtwar PS was agreed as system strengthening scheme in matching timeframe of Kishtwar PS. The matter was also discussed and agreed in. During the 4th meeting of NCT held on</p>

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		20.01.2021 & 28.01.2021, it was also clarified that as per CERC Sharing Regulations, 2020 that transmission charges for the 400/132 transformers shall be apportioned to J&K only. Further, implementation of 400/132kV transformer at Kishtwar Pooling Station was recommended to be combined with "Transmission system for evacuation of power from Pakaldul HEP in Chenab Valley HEPs -Connectivity System" which has already been notified by MoP in Gazette of India dated 25.09.2020 for implementation through TBCB.
6.	<p>Clause No. 2.1.2, Section 2 – Information and Instructions to Bidders of RfP Document</p> <p>The Bidder must fulfill following technical requirements:</p> <p>Experience of development of projects (not necessarily in the power sector) in the last five (5) years with aggregate capital expenditure of not less than Rs.500 Crore (Rupees Five Hundred Crore Only) or equivalent USD (calculated as per provisions in Clause3.4.1).However, the capital expenditure of each project shall not be less than Rs.3,50,00,000/- (Rupees Three Crore and Fifty Lakh only) or equivalent USD (calculated as per provisions in Clause 3.4.1).</p>	<p>Clause No. 2.1.2, Section 2 – Information and Instructions to Bidders of RfP Document</p> <p>The Bidder must fulfill following technical requirements:</p> <p>Experience of development of projects (not necessarily in the power sector) in the last five (5) years with aggregate capital expenditure of not less than Rs.500 Crore (Rupees Five Hundred Crore Only) or equivalent USD (calculated as per provisions in Clause3.4.1). However, the capital expenditure of each project shall not be less than Rs.15,50,00,000/- (Rupees Fifteen Crore and Fifty Lakh only) or equivalent USD (calculated as per provisions in Clause 3.4.1).</p>
7.	Annexure-B Technical Specifications of Transmission System of RfP and Schedule-2 of TSA	<p>Annexure-B Technical Specifications of Transmission System of RfP and Schedule-2 of TSA</p> <p>Revised Specific Technical Requirements for Transmission Lines, Substation & Communication System are enclosed at Appendix-1.</p>
8.	<p>RfP, TSA and SPA Documents</p> <p>All the relevant clauses of RfP, TSA, SPA Documents</p> <p>"SPV, which is under incorporation"</p>	<p>RfP, TSA and SPA Documents</p> <p>All the relevant clauses of RfP, TSA, SPA Documents</p> <p>"SPV, which is under incorporation" in the RfP, TSA and SPA documents may be replaced with "Kishtwar Transmission Limited"</p>
9.	<p>Clause No. 2.12, Section 2 – Information and Instructions to Bidders of RfP Document</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 Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs. 1,35,00,000/- (Rupees One Crore and Thirty Five Lakh Only), which shall be provided separately to each of the Long Term Transmission Customers for the amount</p>	<p>Clause No. 2.12, Section 2 – Information and Instructions to Bidders of RfP Document</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 Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs.2,33,00,000/- (Rupees Two Crore and Thirty Three Lakh Only), which shall be provided separately to each of the Long Term Transmission Customers for the</p>

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	<p>calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees one lakh (Rs. 100,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up). 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 TSA. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.</p>	<p>amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees one lakh (Rs. 100,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up). 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 TSA. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.</p>
10.	<p>Clause No. 3.1.1, Article 3 of TSA</p> <p>....</p> <p>The Selected Bidder on behalf of the TSP will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs. 1,35,00,000/- (Rupees One Crore and Thirty Five Lakh Only) which shall be provided separately to each of the Long Term Transmission Customers for the amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees One Lakh (Rs. 1,00,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up).</p>	<p>Clause No. 3.1.1, Article 3 of TSA</p> <p>....</p> <p>The Selected Bidder on behalf of the TSP will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs.2,33,00,000/- (Rupees Two Crore and Thirty Three Lakh Only) which shall be provided separately to each of the Long Term Transmission Customers for the amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees One Lakh (Rs. 1,00,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up).</p>
11.	<p>Clause No. 3.3.1, Article 3 of TSA</p> <p>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 weekly basis, be liable to furnish to the Long Term Transmission Customers additional Contract Performance Guarantee of Rs. 7,00,000/- (Rupees Seven Lakhs only) within two (2) Business Days of expiry of every such Week. Such additional Contract Performance Guarantee shall be provided to each Long Term Transmission Customer 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. The Long Term Transmission Customers 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>Clause No. 3.3.1, Article 3 of TSA</p> <p>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 weekly basis, be liable to furnish to the Long Term Transmission Customers additional Contract Performance Guarantee of Rs.12,00,000/- (Rupees Twelve Lakh only) within two (2) Business Days of expiry of every such Week. Such additional Contract Performance Guarantee shall be provided to each Long Term Transmission Customer 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. The Long Term Transmission Customers 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>

S. No.	Existing Provision	Amended Provision
12.	<p>Clause 3.3.3, Article 3 of TSA</p> <p>If the Long Term Transmission Customers elect to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Long Term Transmission Customers an amount of Rs. 1,35,00,000/- (Rupees One Crore and Thirty Five Lakh Only) as liquidated damages. The Long Term Transmission Customers shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of Rs. 1,35,00,000/- (Rupees One Crore and Thirty Five Lakh Only) which shall be provided separately to each of the Long Term Transmission Customers on the basis of their Allocated Project Capacity in MW as on the dated seven (7) days prior to the Bid Deadline, and shall then return the balance Contract Performance Guarantee, if any, to the TSP. If the Long Term Transmission Customers are unable to recover the said amount of Rs. 1,35,00,000/- (Rupees One Crore and Thirty Five Lakh Only) or any part thereof from the Contract Performance Guarantee, the shortfall in such amount not recovered from the Contract Performance Guarantee, if any, shall be payable by the TSP to the Long Term Transmission Customers within ten (10) days after completion of the notice period.</p>	<p>Clause 3.3.3, Article 3 of TSA</p> <p>If the Long Term Transmission Customers elect to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Long Term Transmission Customers an amount of Rs.2,33,00,000/- (Rupees Two Crore and Thirty Three Lakh Only) as liquidated damages. The Long Term Transmission Customers shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of Rs.2,33,00,000/- (Rupees Two Crore and Thirty Three Lakh Only) which shall be provided separately to each of the Long Term Transmission Customers on the basis of their Allocated Project Capacity in MW as on the dated seven (7) days prior to the Bid Deadline, and shall then return the balance Contract Performance Guarantee, if any, to the TSP. If the Long Term Transmission Customers are unable to recover the said amount of Rs.2,33,00,000/- (Rupees Two Crore and Thirty Three Lakh Only) or any part thereof from the Contract Performance Guarantee, the shortfall in such amount not recovered from the Contract Performance Guarantee, if any, shall be payable by the TSP to the Long Term Transmission Customers within ten (10) days after completion of the notice period.</p>
13.	<p>Clause No. 6.5.2, Article 6 of TSA</p> <p>The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Term Transmission Customers 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 3.1.1 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Long Term Transmission Customers, the Long Term Transmission Customers 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 Long Term Transmission Customers 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 Rs. 1,35,00,000/- (Rupees One Crore and Thirty Five Lakh Only) or (ii) termination of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.</p>	<p>Clause No. 6.5.2, Article 6 of TSA</p> <p>The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Term Transmission Customers 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 3.1.1 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Long Term Transmission Customers, the Long Term Transmission Customers 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 Long Term Transmission Customers 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 Rs.2,33,00,000/- (Rupees Two Crore and Thirty Three Lakh Only) or (ii) termination of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.</p>
14.	<p>Clause No. 10.6.5, Article 10 of TSA</p> <p>...</p> <p>Provided further, the maximum amounts that can be deducted or set-off by all the Long Term Transmission Customers taken together (proportionate to their Allocated</p>	<p>Clause No. 10.6.5, Article 10 of TSA</p> <p>...</p> <p>Provided further, the maximum amounts that can be deducted or set-off by all the Long Term Transmission Customers taken together (proportionate to their Allocated</p>

S. No.	Existing Provision	Amended Provision
	Transmission Capacity in case of each Long Term Transmission Customer) under this Article in a Contract Year shall not exceed Rs. 45,00,000/- (Rupees Forty Five Lakh Only), except on account of payments under sub Article (i) above.	Transmission Capacity in case of each Long Term Transmission Customer) under this Article in a Contract Year shall not exceed Rs.78,00,000/- (Rupees Seventy Eight Lakh Only) , except on account of payments under sub Article (i) above.
15.	<p>Clause No. 14.3.1, Article 14 of TSA</p> <p>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 Rs. 9,00,000/- (Rupees Nine Lakh Only). With respect to each Long Term Transmission Customer, the above limit of Rs. 9,00,000/- (Rupees Nine Lakh Only) shall be divided in the ratio of their Allocated Project Capacity, as existing on the date of the indemnity claim.</p>	<p>Clause No. 14.3.1, Article 14 of TSA</p> <p>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 Rs.16,00,000/- (Rupees Sixteen Lakh Only). With respect to each Long Term Transmission Customer, the above limit of Rs.16,00,000/- (Rupees Sixteen Lakh Only) shall be divided in the ratio of their Allocated Project Capacity, as existing on the date of the indemnity claim.</p>
16.	<p>Clause No. 18.1.2, Article 18 of TSA</p> <p>18.1.2 The Long Term Transmission Customers hereby also appoint and authorise "....." (hereinafter referred to as the "Alternate Lead Long Term Transmission Customer"), to act as Lead Long Term Transmission Customer as per the provisions of this Article 18.1.2, on the occurrence of any Event of Default specified in Article 13 by the Lead Long Term Transmission Customer. In such an event, the TSP may, at its option, within a period of fifteen (15) days from the date of issue of the TSP's Preliminary Termination Notice referred to in Article 13 and if the said default by the Lead Long Term Transmission Customer subsists, specify in writing to all the Long Term Transmission Customers that the Alternate Lead Long Term Transmission Customer shall thereafter act as the Lead Long Term Transmission Customer. In such a case, if the TSP so notifies, the Alternate Lead Long Term Transmission Customer shall, thereafter, act as Lead Long Term Transmission Customer for the purposes of this Agreement, and the Lead Long Term Transmission Customer earlier appointed under Article 18.1.1 shall automatically cease to be the Lead Long Term Transmission Customer. It is clarified that all decisions taken by the "Chenab Valley Power Projects [P] Limited" appointed under Article 18.1.1, in its capacity as Lead Long Term Transmission Customer before such change, shall continue to be valid, in accordance with this Agreement.</p>	<p>Clause No. 18.1.2, Article 18 of TSA</p> <p>18.1.2 The Long Term Transmission Customers hereby also appoint and authorise "J&K Power Development Department" (hereinafter referred to as the "Alternate Lead Long Term Transmission Customer"), to act as Lead Long Term Transmission Customer as per the provisions of this Article 18.1.2, on the occurrence of any Event of Default specified in Article 13 by the Lead Long Term Transmission Customer. In such an event, the TSP may, at its option, within a period of fifteen (15) days from the date of issue of the TSP's Preliminary Termination Notice referred to in Article 13 and if the said default by the Lead Long Term Transmission Customer subsists, specify in writing to all the Long Term Transmission Customers that the Alternate Lead Long Term Transmission Customer shall thereafter act as the Lead Long Term Transmission Customer. In such a case, if the TSP so notifies, the Alternate Lead Long Term Transmission Customer shall, thereafter, act as Lead Long Term Transmission Customer for the purposes of this Agreement, and the Lead Long Term Transmission Customer earlier appointed under Article 18.1.1 shall automatically cease to be the Lead Long Term Transmission Customer. It is clarified that all decisions taken by the "Chenab Valley Power Projects [P] Limited" appointed under Article 18.1.1, in its capacity as Lead Long Term Transmission Customer before such change, shall continue to be valid, in accordance with this Agreement.</p>
17.	<p>Clause No. 18.1.3, Article 18 of TSA</p> <p>18.1.3 In the event of "....." becoming the Lead Long Term Transmission Customer as per Article 18.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than "Chenab Valley Power Projects [P] Limited", appointed under Article 18.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter the provisions of Article 18.1.2</p>	<p>Clause No. 18.1.3, Article 18 of TSA</p> <p>18.1.3 In the event of "J&K Power Development Department" becoming the Lead Long Term Transmission Customer as per Article 18.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than "Chenab Valley Power Projects [P] Limited", appointed under Article 18.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter</p>

S. No.	Existing Provision	Amended Provision
	shall be applicable.	the provisions of Article 18.1.2 shall be applicable.
18.	<p>Clause No. 18.21.3, Article 18 of TSA</p> <p>18.21.3 If to the Long Term Transmission Customers, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:</p> <p>1. Chenab Valley Power Projects [P] Limited</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Attention :</p> <p>Email :</p> <p>Fax. No. :</p> <p>Telephone No :</p>	<p>Clause No. 18.21.3, Article 18 of TSA</p> <p>18.21.3 If to the Long Term Transmission Customers, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:</p> <p>1. Chenab Valley Power Projects [P] Limited</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Attention :</p> <p>Email :</p> <p>Fax. No. :</p> <p>Telephone No :</p> <p>2. J&K Power Development Department</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Attention :</p> <p>Email :</p> <p>Fax. No. :</p> <p>Telephone No :</p>
19.	<p>Clause No. 18.23, Article 18 of TSA</p> <p>Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this...</p> <p>...</p> <ul style="list-style-type: none"> For and on behalf of “Chenab Valley Power Projects [P] Limited” 	<p>Clause No. 18.23, Article 18 of TSA</p> <p>Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this...</p> <p>...</p> <ul style="list-style-type: none"> For and on behalf of “Chenab Valley Power Projects [P] Limited”

S. No.	Existing Provision			Amended Provision																							
	<div>Signature : Name : Designation : Address :</div>			<div>Signature : Name : Designation : Address :</div> <div>• For and on behalf of “J&K Power Development Department”</div> <div>Signature : Name : Designation : Address :</div>																							
20.	Schedule 1 of TSA <table><tr><th>Sl. No.</th><th>Name of the Long Term Transmission Customer</th><th>Address of Registered Office</th><th>Allocated Project Capacity (in MW)</th></tr><tr><td>1.</td><td>Chenab Valley Power Projects [P] Limited</td><td></td><td>As per PoC Mechanism prescribed by CERC</td></tr></table>			Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Allocated Project Capacity (in MW)	1.	Chenab Valley Power Projects [P] Limited		As per PoC Mechanism prescribed by CERC	Schedule 1 of TSA <table><tr><th>Sl. No.</th><th>Name of the Long Term Transmission Customer</th><th>Address of Registered Office</th><th>Allocated Project Capacity (in MW)</th></tr><tr><td>1.</td><td>Chenab Valley Power Projects [P] Limited</td><td></td><td>As per PoC Mechanism prescribed by CERC</td></tr><tr><td>2.</td><td>J&K Power Development Department</td><td></td><td>As per PoC Mechanism prescribed by CERC</td></tr></table>				Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Allocated Project Capacity (in MW)	1.	Chenab Valley Power Projects [P] Limited		As per PoC Mechanism prescribed by CERC	2.	J&K Power Development Department		As per PoC Mechanism prescribed by CERC
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