

to

**Request for Proposal (RfP) and Transmission Service Agreement (TSA) for selection of TRANSMISSION SYSTEM FOR EVACUATION OF POWER FROM  
REZ IN RAJASTHAN (20 GW) UNDER PHASE III-PART H"**

S. No	Existing Provision	Amended Provision
1.	<p><b>ANNEXURE B of RFP</b></p> <p><b>Draft Pre-Award Integrity Pact</b></p> <p><b>5. Bid Bond (Security Deposit)</b></p> <p>5.1 Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs. 29.60 Crore (Rupees Twenty-Nine Crore Sixty Lakh Only) issued by ..... <b>[Insert Name of the Banks from the list provided in RFP Document]</b> as Earnest Money/Security Deposit, with the BPC.</p>	<p><b>ANNEXURE B of RFP</b></p> <p><b>Draft Pre-Award Integrity Pact</b></p> <p><b>5. Bid Bond (Security Deposit)</b></p> <p>5.1 Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs. 29.60 Crore (Rupees Twenty-Nine Crore Sixty Lakh Only) issued by <b>any Banks as per Annexure-17 of RFP Document</b> as Earnest Money/Security Deposit, with the BPC.</p>
2.	<p><b>Clause No 1.6.1.1 of RfP</b></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 &amp; forest, civil aviation, railway/ road/ river/ canal/ power crossing/ PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing &amp; commissioning. Further, the actual location of substations, switching stations or HVDC terminal or inverter stations in the scope of TSP shall not be beyond <b>1 Km radius</b> of the location proposed by the BPC in the survey report.</p>	<p><b>Clause No 1.6.1.1 of RfP</b></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 &amp; forest, civil aviation, railway/ road/ river/ canal/ power crossing/ PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing &amp; commissioning. Further, the actual location of substations, switching stations or HVDC terminal or inverter stations in the scope of TSP shall not be beyond <b>3 Km radius</b> of the location proposed by the BPC in the survey report.</p>
3.	<p><b>Annexure-C: SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION of RfP Document</b></p> <p><b>C1.0 LILO of both circuits of Jaipur (Phagi-RVPNL) – Gwalior 765kV D/c at Dausa</b></p> <p>On LILO of <b>both circuits</b> of Jaipur (Phagi-RVPNL) – Gwalior 765kV D/c at Dausa, TSP to supply, install &amp; commission OPGW and earthwire as per <b>Tower</b> Configurations:</p> <ol style="list-style-type: none"> <li><b>For Multi Circuit Tower Configuration:</b> Two (2) no. OPGW cable containing 24 Fibres (24F) on both the Earthwire peaks</li> <li><b>For Double Circuit Tower configuration (for both Loop In and</b></li> </ol>	<p><b>Annexure-C: SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION Of RfP Document</b></p> <p><b>C1.0 LILO of two no. of Jaipur (Phagi) (RVPNL) – Gwalior (PG) 765kV S/c lines at Dausa</b></p> <p>On LILO of <b>two no.</b> of Jaipur (Phagi)( RVPNL) – Gwalior (PG) 765kV S/c lines at Dausa, TSP to supply, install &amp; commission OPGW and earthwire as per <b>following</b> configurations:</p> <ol style="list-style-type: none"> <li><b>For the Jaipur (Phagi) (RVPNL) – Gwalior (PG) 765kV S/c Line-1/Ckt-1:</b> Two (2) no. OPGW cable containing 24 Fibres (24F) on both the</li> </ol>

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	<p><b>Loop Out portion):</b> One (1) no. OPGW cable containing 24 Fibres (24F) to be installed on one earthwire peak &amp; conventional earthwire on other earthwire peak for both Loop In and Loop Out Lines.</p> <p>The TSP shall install OPGW cables from Gantry of Dausa S/s up to the LILO tower/s with all associated hardware including Vibration Dampers, LILO Tower, mid-way &amp; gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at Dausa. The transmission line length of LILO portion is 40 kms (approx.) which can be managed as a repeater less link, hence repeater is not envisaged.</p> <p>Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.</p> <p><b>Note: OPGW on the existing Jaipur (Phagi-RVPNL) – Gwalior 765kV D/c line is not available which shall be taken up in different scheme/project alongwith additional interfaces/ FOTE / FODP/ Approach cable etc.</b></p>	<p>Earthwire Peaks</p> <p>ii. <b>For the Jaipur (Phagi)(RVPNL) – Gwalior (PG) 765kV S/c Line-2/Ckt-2:</b> Two (2) no. conventional earthwire on both the Earthwire Peaks</p> <p>The TSP shall install OPGW cables from Gantry of Dausa S/s up to the LILO tower of <b>Line-1/Ckt-1</b> with all associated hardware including Vibration Dampers, Joint Boxes on LILO Tower, mid-way towers &amp; gantry (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at Dausa. The transmission line length of LILO portion is 40 kms (approx.) which can be managed as a repeater less link, hence repeater is not envisaged.</p> <p>Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.</p> <p><b>Note: OPGW on the existing Jaipur (Phagi)(RVPNL) – Gwalior (PG) 765kV S/c – Line-1/Ckt-1 is not available which shall be taken up in different scheme/project alongwith additional interfaces/ FOTE / FODP / Approach cable etc. at Jaipur (Phagi) and Gwalior.</b></p>
4.	<p><b>ARTICLE: 1 of TSA Document</b></p> <p><b>Definitions and Interpretations</b></p> <p><b>“TSP’s Preliminary Notice”</b> shall mean a notice issued by the TSP in pursuant to the provisions of <b>Article 0</b> of this Agreement;</p>	<p><b>ARTICLE: 1 of TSA Document</b></p> <p><b>Definitions and Interpretations</b></p> <p><b>“TSP’s Preliminary Notice”</b> shall mean a notice issued by the TSP in pursuant to the provisions of <b>Article 13.3</b> of this Agreement;</p>
5.	<p><b>ARTICLE: 1 of TSA Document</b></p> <p><b>Definitions and Interpretations</b></p> <p><b>“Target Availability”</b> shall have the meaning as ascribed hereto in <b>Article 0</b> of this Agreement;</p>	<p><b>ARTICLE: 1 of TSA Document</b></p> <p><b>Definitions and Interpretations</b></p> <p><b>“Target Availability”</b> shall have the meaning as ascribed hereto in <b>Article 8.2</b> of this Agreement;</p>
6.	<p><b>Clause 2.5.2 of Transmission Service Agreement (TSA)</b></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</p>	<p><b>Clause 2.5.2 of Transmission Service Agreement (TSA)</b></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</p>

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	14 (Indemnification), <b>Article 0</b> (Assignment and Charges), <b>Articles 0</b> , 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.	(Indemnification), <b>Article 15</b> (Assignment and Charges), <b>Articles 16.1</b> , 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.
7.	<b>Clause 3.1.1 of ARTICLE: 3 of TSA</b>  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 <b>Rs. 74 Crore (Rupees Seventy Four Crore Only)</b> .	<b>Clause 3.1.1 of ARTICLE: 3 of TSA</b>  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 <b>Rs. 44.40 Crore (Rupees Forty Four Crore and Forty Lakh Only)</b> .
8.	<b>Clause 3.3.1 of ARTICLE: 3 of TSA</b>  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 <b>Rs 7.40 Crore (Rupees Seven Crore Forty Lakh Only)</b> 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.	<b>Clause 3.3.1 of ARTICLE: 3 of TSA</b>  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 <b>Rs 4.44 Crore (Rupees Four Crore Forty-four Lakh Only)</b> 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.
9.	<b>Clause 3.3.3 of ARTICLE: 3 of TSA</b>  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 <b>Rs 74 Crore (Rupees Seventy-Four Crore Only)</b> 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	<b>Clause 3.3.3 of ARTICLE: 3 of TSA</b>  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 <b>Rs. 44.40 Crore (Rupees Forty-Four Crore and Forty Lakh Only)</b> 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,

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	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.	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.	<b>Clause 4.1 (d) of Transmission Service Agreement (TSA)</b>  for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under <b>Article 0</b> of this Agreement;	<b>Clause 4.1 (d) of Transmission Service Agreement (TSA)</b>  for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under <b>Article 15</b> of this Agreement;
11.	<b>Clause 5.1.4 of ARTICLE: 3 of TSA</b>  5.1.4 The TSP shall be responsible for: 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 <b>1 Km radius</b> of the location proposed by the BPC in the survey report	<b>Clause 5.1.4 of ARTICLE: 3 of TSA</b>  5.1.4 The TSP shall be responsible for: 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 <b>3 Km radius</b> of the location proposed by the BPC in the survey report
12.	<b>Clause 9.2.1 of Transmission Service Agreement (TSA)</b>  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 <b>Article 0</b>	<b>Clause 9.2.1 of Transmission Service Agreement (TSA)</b>  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 <b>Article 9.1</b>
13.	<b>Clause 12.3.1 of Transmission Service Agreement (TSA)</b>  If the TSP is affected by a Change in Law in accordance with <b>Article 0</b> 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.	<b>Clause 12.3.1 of Transmission Service Agreement (TSA)</b>  If the TSP is affected by a Change in Law in accordance with <b>Article 12.1</b> 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.
14.	<b>Clause 13.1 (i) of Transmission Service Agreement (TSA)</b>  the TSP fails to complete / fulfil all the activities / conditions within the specified period as per <b>Article 0</b> ; or	<b>Clause 13.1 (i) of Transmission Service Agreement (TSA)</b>  the TSP fails to complete / fulfil all the activities / conditions within the specified period as per <b>Article 3</b> ; or
15.	<b>Clause 13.2 (a) of Transmission Service Agreement (TSA)</b>	<b>Clause 13.2 (a) of Transmission Service Agreement (TSA)</b>

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	<p>Upon the occurrence and continuance of any TSP's Event of Default under <b>Article 0</b> 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>Upon the occurrence and continuance of any TSP's Event of Default under <b>Article 13.1</b> 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>
16.	<p><b>Clause 16.2 of Transmission Service Agreement (TSA)</b></p> <p>16.2.1 .....</p> <p><b>16.2.1</b> The other Party shall, within thirty (30) days of issue of notice issued under <b>Article 0</b>, furnish: .....</p>	<p><b>Clause 16.2 of Transmission Service Agreement (TSA)</b></p> <p>16.2.1 .....</p> <p><b>16.2.2</b> The other Party shall, within thirty (30) days of issue of notice issued under <b>Article 16.2.1</b>, furnish: .....</p>
17.	<p><b>ANNEXURE 14 - FORMAT OF THE BID BOND</b></p> <p><b>FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND</b></p> <p><b>(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)</b></p> <p>In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for <b>[SPV which is under incorporation]</b> on build, own, operate and transfer basis, in response to the RFP dated February 04, 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><b>ANNEXURE 14 - FORMAT OF THE BID BOND</b></p> <p><b>FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND</b></p> <p><b>(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)</b></p> <p>In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system <b>[Name of Project]</b> on build, own, operate and transfer basis, in response to the RFP dated February 04, 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>

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18.	All the relevant clauses of RfP, TSA and SPA “ <b>SPV [which is under incorporation]</b> ”	All the relevant clauses of RfP, TSA and SPA “ <b>SPV [which is under incorporation]</b> ” in the subject RfP, TSA and SPA may be read as “ <b>BEAWAR DAUSA TRANSMISSION LIMITED</b> ”