

Amendment No. 3 dated 02.07.2021

to

Request for Proposal (RFP) and Transmission Service Agreement (TSA) for selection of Transmission Service Provider through tariff based competitive bidding process to establish transmission system for “Establishment of new 220/132kV substation at Nangalbibra”

S. No.	Existing Provision	Amended Provision
Request for Proposal (RFP)		
1.	<p>Clause No. 2.12, 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 Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs. 26,55,00,000/- (Rupees Twenty Six Crore and Fifty 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. 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>Clause No. 2.12, 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 Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs.10,37,00,000/- (Rupees Ten Crore and Thirty Seven 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. 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>
Transmission Service Agreement (TSA)		
2.	<p>Article 3, Clause 3.1.1</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. 26,55,00,000/- (Rupees Twenty Six Crore and Fifty 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</p>	<p>Article 3, Clause 3.1.1</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.10,37,00,000/- (Rupees Ten Crore and Thirty Seven 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</p>

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	(Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up).	Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up).
3.	<p>Article 3, Clause 3.3.3</p> <p>3.3.3 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. 26,55,00,000/- (Rupees Twenty Six Crore and Fifty 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. 26,55,00,000/- (Rupees Twenty Six Crore and Fifty 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. 26,55,00,000/- (Rupees Twenty Six Crore and Fifty 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>Article 3, Clause 3.3.3</p> <p>3.3.3 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.10,37,00,000/- (Rupees Ten Crore and Thirty Seven 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.10,37,00,000/- (Rupees Ten Crore and Thirty Seven 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.10,37,00,000/- (Rupees Ten Crore and Thirty Seven 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>
4.	<p>Article 6, Clause 6.5.2</p> <p>6.5.2 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</p>	<p>Article 6, Clause 6.5.2</p> <p>6.5.2 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)</p>

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	the extent the Contract Performance Guarantee is valid for an amount in excess of Rs. 26,55,00,000/- (Rupees Twenty Six Crore and Fifty Five Lakh Only) or (ii) termination of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.	applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of Rs.10,37,00,000/- (Rupees Ten Crore and Thirty Seven Lakh Only) or (ii) termination of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.
5.	<p>Article 3, Clause 3.3.1</p> <p>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 weekly basis, be liable to furnish to the Long Term Transmission Customers additional Contract Performance Guarantee of Rs. 1,33,00,000/- (Rupees One Crore and Thirty Three 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>	<p>Article 3, Clause 3.3.1</p> <p>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 weekly basis, be liable to furnish to the Long Term Transmission Customers additional Contract Performance Guarantee of Rs. 52,00,000/- (Rupees Fifty Two 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>
6.	<p>Article 10, Clause 10.6.5</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 Transmission Capacity in case of each Long Term Transmission Customer) under this Article in a Contract Year shall not exceed Rs. 8,89,00,000/- (Rupees Eight Crore and Eighty Nine Lakh Only), except on account of payments under sub Article (i) above.</p>	<p>Article 10, Clause 10.6.5</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 Transmission Capacity in case of each Long Term Transmission Customer) under this Article in a Contract Year shall not exceed Rs. 3,47,00,000/- (Rupees Three Crore and Forty Seven Lakh Only), except on account of payments under sub Article (i) above.</p>
7.	<p>Article 14, Clause 14.3.1</p> <p>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 Rs. 1,77,00,000/- (Rupees One Crore and Seventy Seven Lakh Only). With respect to each</p>	<p>Article 14, Clause 14.3.1</p> <p>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 Rs. 69,00,000/- (Rupees Sixty Nine Lakh Only). With respect to each Long Term</p>

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	Long Term Transmission Customer, the above limit of Rs. 1,77,00,000/- (Rupees One Crore and Seventy Seven Lakh Only) shall be divided in the ratio of their Allocated Project Capacity, as existing on the date of the indemnity claim.	Transmission Customer, the above limit of Rs. 69,00,000/- (Rupees Sixty Nine Lakh Only) shall be divided in the ratio of their Allocated Project Capacity, as existing on the date of the indemnity claim.