

Amendment-3 dated **13.09.2024** to RFP Documents for **“Transmission System for Evacuation of Power from potential renewable energy zone in Khavda area of Gujarat under Phase-V (8GW): Part C”** through tariff based competitive bidding process

Sr. No.	Existing Clause	Revised Clause
1.	<p>Definitions of RFP</p> <p>“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees 190.99 crore (Rs. One Hundred Ninety crore and Ninety Nine Lakh only), 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;</p>	<p>Definitions of RFP</p> <p>“Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees 221.49 crore (Rs. One Two Hundred Twenty-One Crore and Fourty Nine Lakh only), 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;</p>
2.	<p>RFP Clause 2.1.2(i)</p> <p>Technical requirement to be met by the Bidding Company or Lead Member of the Bidding Consortium The Bidder must fulfill any one of the following technical requirements:</p> <p>(i) Experience of development of projects in the Infrastructure Sector in the last ten (10) years with aggregate capital expenditure of not less than Rs. 9549.60 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of at least one (1) project shall not be less than Rs. 1909.92 Crore or equivalent USD and the capital expenditure of each project shall not be less than Rs. 100.00 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1).</p>	<p>Experience of development of projects in the Infrastructure Sector in the last ten (10) years with aggregate capital expenditure of not less than Rs. 11074.60 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of at least one (1) project shall not be less than Rs. 2214.92 Crore or equivalent USD.</p>
3.	<p>RFP Clause 2.1.2 (ii)</p> <p>Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than Rs. 9549.60 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 10 (ten) financial years. However, the payment received from at least one (1) project shall not be less than Rs. 1909.92 Crore or equivalent USD and the payment received of each project shall not be less than Rs. 100.00 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1).</p>	<p>Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than Rs. 11074.60 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 10 (ten) financial years. However, the payment received from at least one (1) project shall not be less than Rs. 2214.92 Crore or equivalent USD.</p>
4.	<p>RFP Clause 2.1.3.1A</p> <p>The Bidder must fulfill following financial requirements: A. Networth: Networth should be not less than Rs. 3819.84 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</p>	<p>The Bidder must fulfill following financial requirements: A. Networth: Networth should be not less than Rs. 4429.84 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>

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	Bid Deadline. Also, the Networth of any of the last three (3) financial years should not be negative.	
5.	<p>Clause 2.12.1 of RFP</p> <p>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. 477.48 Crore (Rupees Four Hundred Seventy Seven Crore and Forty- Eight 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>Clause 2.12.1 of RFP,</p> <p>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. 553.73 Crore (Rupees Five Hundred Fifty-Three Crore and Seventy-Three 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>
6.	<p>Clause 3.1.1 of TSA</p> <p>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 Rs. 477.48 Crore (Rupees Four Hundred Seventy Seven crore and Forty Eight Lakh Only)</p>	<p>Clause 3.1.1 of TSA</p> <p>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 Rs. 553.73 Crore (Rupees Five Hundred Fifty-Three Crore and Seventy-Three Lakh Only)</p>
7.	<p>Clause 3.3.3 of TSA</p> <p>If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.1, the TSP shall be liable to pay to the Nodal Agency an amount of Rs. 477.48 (Rupees Four Hundred Seventy Seven Crore and Forty Eight 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>Clause 3.3.3 of TSA</p> <p>If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.1, the TSP shall be liable to pay to the Nodal Agency an amount of Rs. 553.73 Crore (Rupees Five Hundred Fifty-Three Crore and Seventy-Three 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>
8.	<p>Clause 6.5.1 of TSA</p> <p>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</p>	<p>Clause 6.5.1 of TSA</p> <p>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</p>

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	that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.1 to the extent the Contract Performance Guarantee is valid for an amount in excess of Rs 477.48 Crore (Rupees Four Hundred Seventy Seven crore and Fourty- Eight Lakh Only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement	that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.1 to the extent the Contract Performance Guarantee is valid for an amount in excess of Rs. 553.73 Crore (Rupees Five Hundred Fifty-Three Crore and Seventy-Three Lakh Only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement
9.	<p>Clause 3.3.1 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 monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee of Rs. 47.75 Crore (Rupees Fourty Seven Crore and Seventy Five Lakh Only) 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 Transmission Service Agreement 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.</p>	<p>Clause 3.3.1 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 monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee of Rs. 55.37 Crore (Rupees Fifty Five Crore and Thirty Seven Lakh Only) 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 Transmission Service Agreement 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</p>
10.	<p>Clause 14.3.1 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 Rupees 31.83 Crore (Rs. Thirty One Crore and Eighty Three Lakh).</p>	<p>Clause 14.3.1 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 Rupees 36.92 Crore (Rs. Thirty Six Crore and Ninety Two Lakh).</p>