

**Amendment No. 11 dated 05.08.2021**

**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 “Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase-II Part-G”**

S. No.	Existing Provision	Amended Provision
<b>Request for Proposal (RFP)</b>		
1.	<p><b>Clause No. 2.12, Contract Performance Guarantee</b></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. 78,30,00,000/- (Rupees Seventy Eight Crore and Thirty 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).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><b>Clause No. 2.12, Contract Performance Guarantee</b></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 <b>Rs. 31,01,00,000/- (Rupees Thirty One Crore and One Lakh only)</b>, 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).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>
2.	<p><b>Clause No. 2.5.8.1 (a) of RFP</b></p> <p>The aggregate equity share holding of the Selected Bidder, in the issued and paid up equity share capital of [Insert Name of SPV] shall not be less than the following:</p> <ul style="list-style-type: none"> <li>i. <b>Fifty-one percent (51%) up to a period of (2) two years after COD of the Project; and</b></li> <li>ii. <b>Twenty six percent (26%) for a period of three (3) years thereafter.</b></li> </ul>	<p><b>Clause No. 2.5.8.1 (a) of RFP</b></p> <p>The aggregate equity share holding of the Selected Bidder, in the issued and paid up equity share capital of <b>Khetri-Narela Transmission Limited</b> shall not be less than <b>Fifty one percent (51%) up to a period of (1) one year after COD of the Project;</b></p>

S. No.	Existing Provision	Amended Provision
3.	<p><b>Clause No. 2.5.8.1 (b) of RFP</b></p> <p>In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity <b>specified in (i) and (ii) above.</b></p>	<p><b>Clause No. 2.5.8.1 (b) of RFP</b></p> <p>In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity <b>specified in clause 2.5.8.1 (a) above.</b></p>
4.	<p><b>Clause No. 2.5.8.1 (c) of RFP</b></p> <p>If equity is held by the Affiliates, .....</p> <p>Provided further, that the aggregate equity share holding of the Bidding Consortium or a Bidding Company in the issued and paid up equity share capital of _____[Insert Name of SPV] shall not be less than fifty one percent (51%) up to a period <b>of two (2) years</b> after COD of the Project and the lead Member of the Consortium shall have the equity share holding not less than twenty six percent (26%). The Lead Member shall continue to hold equity of at least twenty six percent (26%) up to a period <b>of five (5) years</b> after COD of the Project. In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in (a)(i) and (a)(ii) above.</p>	<p><b>Clause No. 2.5.8.1 (c) of RFP</b></p> <p>If equity is held by the Affiliates, .....</p> <p>Provided further, that the aggregate equity share holding of the Bidding Consortium or a Bidding Company in the issued and paid up equity share capital of <b>Khetri-Narela Transmission Limited</b> shall not be less than fifty one percent (51%) up to a period <b>of one (1) year</b> after COD of the Project and the lead Member of the Consortium shall have the equity share holding not less than twenty six percent (26%). The Lead Member shall continue to hold equity of at least twenty six percent (26%) up to a period <b>of one (1) year</b> after COD of the Project. In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity <b>specified in clause 2.5.8.1 (a) above.</b></p>
<b>Transmission Service Agreement (TSA)</b>		
5.	<p><b>Article 3, Clause 3.1.1</b></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. 78,30,00,000/- (Rupees Seventy Eight Crore and Thirty 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.</p>	<p><b>Article 3, Clause 3.1.1</b></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 <b>Rs. 31,01,00,000/- (Rupees Thirty One Crore and One Lakh only)</b> 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</p>

S. No.	Existing Provision	Amended Provision
	50,000) and above shall be rounded up).	(Rs. 50,000) and above shall be rounded up).
6.	<p><b>Article 3, Clause 3.3.3</b></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. 78,30,00,000/- (Rupees Seventy Eight Crore and Thirty 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. 78,30,00,000/- (Rupees Seventy Eight Crore and Thirty 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. 78,30,00,000/- (Rupees Seventy Eight Crore and Thirty 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><b>Article 3, Clause 3.3.3</b></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 <b>Rs. 31,01,00,000/- (Rupees Thirty One Crore and One Lakh only)</b> 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 <b>Rs. 31,01,00,000/- (Rupees Thirty One Crore and One Lakh only)</b> 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 <b>Rs. 31,01,00,000/- (Rupees Thirty One Crore and One Lakh only)</b> 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>
7.	<p><b>Article 6, Clause 6.5.2</b></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.</p>	<p><b>Article 6, Clause 6.5.2</b></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 <b>Rs.</b></p>

S. No.	Existing Provision	Amended Provision
	78,30,00,000/- (Rupees Seventy Eight Crore and Thirty Lakh only) or (ii) termination of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.	<b>31,01,00,000/- (Rupees Thirty One Crore and One Lakh only)</b> or (ii) termination of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.
8.	<p><b>Article 3, Clause 3.3.1</b></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. 3,92,00,000/- (Rupees Three Crore and Ninety 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>	<p><b>Article 3, Clause 3.3.1</b></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 <b>Rs. 1,55,00,000/- (Rupees One Crore Fifty Five Lakh only)</b> 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>
9.	<p><b>Article 10, Clause 10.6.5</b></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. 26,23,00,000/- (Rupees Twenty Six Crore Twenty Three Lakh Only), except on account of payments under sub Article (i) above.</p>	<p><b>Article 10, Clause 10.6.5</b></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 <b>Rs. 10,39,00,000/- (Rupees Ten Crore Thirty Nine Lakh Only)</b>, except on account of payments under sub Article (i) above.</p>
10.	<p><b>Article 14, Clause 14.3.1</b></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. 5,22,00,000/- (Rupees Five Crore Twenty Two Lakh Only). With respect to each Long Term Transmission Customer, the above limit of Rs. 5,22,00,000/- (Rupees Five Crore Twenty Two Lakh Only) shall be divided in the ratio of their Allocated</p>	<p><b>Article 14, Clause 14.3.1</b></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 <b>Rs. 2,07,00,000/- (Rupees Two Crore Seven Lakh Only)</b>. With respect to each Long Term Transmission Customer, the above limit of <b>Rs. 2,07,00,000/- (Rupees Two Crore Seven Lakh Only)</b> shall be divided in the ratio of their Allocated Project Capacity,</p>

S. No.	Existing Provision	Amended Provision
	Project Capacity, as existing on the date of the indemnity claim.	as existing on the date of the indemnity claim.
11.	<p><b>Clause No. 18.2.1 of TSA</b></p> <p>The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of .....[Insert Name of the SPV] shall not be less than following:</p> <ul style="list-style-type: none"> <li><b>i. Fifty-one percent (51%) up to a period of (2) two years after COD of the Project; and</b></li> <li><b>ii. Twenty six percent (26%) for a period of three (3) years thereafter.</b></li> </ul> <p>Provided that, in case the Lead Member or Bidding Company is holding equity through Affiliate/s, Ultimate Parent Company or Parent Company, such restriction as specified above shall apply to such entities.</p> <p>Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) <b>upto a period of five (5) years</b> after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in <b>(a) and (b) above.</b></p>	<p><b>Clause No. 18.2.1 of TSA</b></p> <p>The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of <b>Khetri-Narela Transmission Limited</b> shall not be less than <b>Fifty-one percent (51%) up to a period of (1) one year</b> after COD of the Project.</p> <p>Provided that, in case the Lead Member or Bidding Company is holding equity through Affiliate/s, Ultimate Parent Company or Parent Company, such restriction as specified above shall apply to such entities.</p> <p>Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at twenty six percent (26%) <b>upto a period of one (1) year</b> after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity <b>specified above.</b></p>
12.	<p><b>Article:1 of TSA</b></p> <p>“Availability” in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Appendix –III to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014 attached herewith in Schedule 9;</p>	<p><b>Article: 1 of TSA</b></p> <p>“Availability” in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in <b>Appendix –II to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019</b> attached herewith in Schedule 9;</p>

S. No.	Existing Provision	Amended Provision
13.	<p><b>Article:1 of TSA</b></p> <p>“Unscheduled Interchange” shall have the meaning ascribed thereto in Rule 24 of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014 as amended from time to time;</p>	<p><b>Article: 1 of TSA</b></p> <p>“Unscheduled Interchange” shall have the meaning ascribed thereto in Rule 24 of the <b>Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2019</b> as amended from time to time;</p>
14.	<p><b>Article: 8 of TSA</b></p> <p>8.1 Calculation of Availability of the Project</p> <p>Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Appendix III of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014, as applicable seven (7) days prior to the Bid Deadline and as appended in Schedule 9.</p>	<p><b>Article: 8 of TSA</b></p> <p>8.1 Calculation of Availability of the Project</p> <p>Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per <b>Appendix –II of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019</b>, as applicable seven (7) days prior to the Bid Deadline and as appended in Schedule 9.</p>
15.	<p><b>Article: 11 of TSA</b></p> <p>11.7 Available Relief for a Force Majeure Event</p> <p>a.....</p> <p>b.....</p> <p>c. For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Appendix III to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014, as on seven (7) days prior to the Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Appendix III to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014, then only the Non Escalable Transmission Charges, as applicable to such Element(s) in the relevant Contract Year, shall be paid by the Long Term Transmission Customers as per Schedule 5, for the duration of such event(s).</p>	<p><b>Article: 11 of TSA</b></p> <p>11.7 Available Relief for a Force Majeure Event</p> <p>a.....</p> <p>b.....</p> <p>c. For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per <b>Appendix II to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2019</b>, as on seven (7) days prior to the Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per <b>Appendix II to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2019</b>, then only the Non Escalable Transmission Charges, as applicable to such Element(s) in the relevant Contract Year, shall be paid by the Long Term Transmission Customers as per Schedule 5, for the duration of such event(s).</p>
16.	<p><b>Schedule 5 of TSA</b></p> <p>Clause No. 1.1 (g)</p>	<p><b>Schedule 5 of TSA</b></p> <p>Clause No. 1.1 (g)</p>

S. No.	Existing Provision	Amended Provision
	The Availability shall be calculated as per the procedure specified in Appendix III of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014 as notified by CERC and as attached herewith.	The Availability shall be calculated as per the procedure specified in <b>Appendix II of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2019</b> as notified by CERC and as attached herewith.
17.	<b>Schedule 9 of TSA</b>  Appendix III of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014	<b>Schedule 9 of TSA</b>  <b>Appendix II of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2019</b> as Attached at <b>Annexure-A</b> herewith.
18.	<b>Point No. 9 of RfP Notification to RfP</b> <b>Issue of RFP document</b> The detailed terms and conditions for qualification and selection of the Transmission Service Provider for the Project and for submission of Bid are indicated in the RFP document. All those interested in purchasing the RFP document may respond in writing to Senior Vice President Tel. +91 11 23443777, Fax +91 11 23443990, Email: pfcl.itp@pfcindia.com, PFC Consulting Limited at the address given in para 12 below with a non-refundable fee of Rs. 5,00,000/- (Rupees Five Lakh Only) or US\$ 7000/- (US Dollars Seven Thousand Only) plus 18% GST, in the form of a demand draft in favour of “PFC Consulting Limited” payable at New Delhi, latest by 08/01/2021 or through electronic transfer in the following Bank Account: Account No. : 30366888291 Bank : State Bank of India (SBI), IFSC : SBIN0001639 Branch : Chandralok Building, Janpath, New Delhi - 110001  The RFP document shall be issued to the Bidders on any working day from 06/03/2020 to 08/01/2021 between 1030 hours (IST) to 1600 hours (IST). BPC, on written request and against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFP document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed.	<b>Point No. 9 of RfP Notification to RfP</b> <b>Issue of RFP document</b> The detailed terms and conditions for qualification and selection of the Transmission Service Provider for the Project and for submission of Bid are indicated in the RFP document. All those interested in purchasing the RFP document may respond in writing to Senior Vice President Tel. +91 11 23443904, Fax +91 11 23443990, Email: pfcl.itp@pfcindia.com, PFC Consulting Limited at the address given in para 12 below with a non-refundable fee of Rs. 5,00,000/- (Rupees Five Lakh Only) or US\$ 7000/- (US Dollars Seven Thousand Only) plus 18% GST, in the form of a demand draft in favour of “PFC Consulting Limited” payable at New Delhi, latest by <b>13/09/2021</b> or through electronic transfer in the following Bank Account: Account No. : 000705036117 Bank : ICICI Bank, IFSC : ICIC0000007 Branch : 9A, Phelps, Connaught Place, New Delhi – 110001  The RFP document shall be issued to the Bidders on any working day from 06/03/2020 to <b>13/09/2021</b> between 1030 hours (IST) to 1600 hours (IST). BPC, on written request and against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFP document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed.

S. No.	Existing Provision	Amended Provision
19.	<p><b>Point No. 10 of RfP Notification to RfP</b></p> <p><b>Receipt and opening of Bid</b></p> <p>Scanned Copy of the Technical Bid must be uploaded online through the electronic bidding platform on or before 1200 hours (IST) on 11/01/2021. In addition to the above, the Technical Bid in one (1) original plus one (1) copy, must be delivered to the address as given in Para12 below on or before 1200 hours (IST) on 11/01/2021 and Technical Bid will be opened on the same day at 1230 hours (IST) at PFC Consulting Limited, 9<sup>th</sup> Floor, A-Wing, Statesman House, Connaught Place, New Delhi - 110001, India in the presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be received and opened on the next working day at the same time and venue. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause 3.2 to 3.4 shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer.</p>	<p><b>Point No. 10 of RfP Notification to RfP</b></p> <p><b>Receipt and opening of Bid</b></p> <p>Scanned Copy of the Technical Bid must be uploaded online through the electronic bidding platform on or before 1200 hours (IST) on <b>15/09/2021</b>. In addition to the above, the Technical Bid in one (1) original plus one (1) copy, must be delivered to the address as given in Para12 below on or before 1200 hours (IST) on <b>15/09/2021</b> and Technical Bid will be opened on the same day at 1230 hours (IST) at PFC Consulting Limited, 9<sup>th</sup> Floor, A-Wing, Statesman House, Connaught Place, New Delhi - 110001, India in the presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be received and opened on the next working day at the same time and venue. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause 3.2 to 3.4 shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer.</p>
20.	<p><b>Clause No 2.9.2 of RfP</b></p> <p>.....</p> <p>.....</p> <p>Due for opening on 11.01.2021</p> <p>.....</p>	<p><b>Clause No 2.9.2 of RfP</b></p> <p>.....</p> <p>.....</p> <p><b>Due for opening on 15.09.2021</b></p> <p>.....</p>
21.	<p><b>Clause No 2.10.2 of RfP</b></p> <p>The cost of this RFP is Rupees Five Lakhs Only (Rs. 5,00,000/- or U.S. Dollar Seven Thousand Only (US\$ 7000/-) plus 18% GST, which shall be non-refundable. This amount shall be payable by a crossed demand draft or banker's cheque drawn in favour of "PFC Consulting Limited", payable at New Delhi latest by 08/01/2021 or through electronic transfer in the following Bank Account :</p> <p>Account No. : 30366888291</p> <p>Bank : State Bank of India (SBI),</p> <p>IFSC : SBIN0001639</p> <p>Branch : Chandralok building, Janpath, New Delhi - 110001</p>	<p><b>Clause No 2.10.2 of RfP</b></p> <p>The cost of this RFP is Rupees Five Lakhs Only (Rs. 5,00,000/- or U.S. Dollar Seven Thousand Only (US\$ 7000/-) plus 18% GST, which shall be non-refundable. This amount shall be payable by a crossed demand draft or banker's cheque drawn in favour of "PFC Consulting Limited", payable at New Delhi latest by <b>13/09/2021</b> or through electronic transfer in the following Bank Account :</p> <p>Account No. : 000705036117</p> <p>Bank : ICICI Bank,</p> <p>IFSC : ICIC0000007</p> <p>Branch : 9A, Phelps, Connaught Place, New Delhi – 110001</p>



S. No.	Existing Provision	Amended Provision																																																
22.	<p><b>Clause No 2.7.1 of RfP</b></p> <p>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline and submit the Technical Bids, in one (1) original plus one (1) copy so as to reach the address specified in Clause 2.9.4 by 1600 hrs. (IST) on 11.01.2020.</p>	<p><b>Clause No 2.7.1 of RfP</b></p> <p>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline and submit the Technical Bids, in one (1) original plus one (1) copy so as to reach the address specified in Clause 2.9.4 by <b>1200 hrs. (IST) on 15.09.2020.</b></p>																																																
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25.	<p><b>Clause No 2.13.1 of RFP</b></p> <p>.....</p> <p>Opening of Envelope (Technical Bid): 1630 hours (IST) on 11.01.2021.</p> <p>Opening of Initial Offer: Initial Offer shall be opened by the Bid Process Coordinator in presence of the Bid Evaluation Committee at 1500 hours (IST) on 20.01.2021.</p>	<p><b>Clause No 2.13.1 of RFP</b></p> <p>.....</p> <p>Opening of Envelope (Technical Bid): <b>1230 hours (IST) on 15.09.2021.</b></p> <p>Opening of Initial Offer: Initial Offer shall be opened by the Bid Process Coordinator in presence of the Bid Evaluation Committee at 1500 hours (IST) on <b>24.09.2021.</b></p>
26.	<p><b>Annexure-23</b></p> <p><b>Tariff Illustration Sheet</b></p>	<p><b>Annexure-23</b></p> <p><b>Tariff Illustration Sheet</b></p> <p><b>The MS Excel Sheet is attached for your reference only</b></p>

**Appendix –II of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff)  
Regulations, 2019**

**Procedure for Calculation of Transmission System Availability Factor for a Month**

1. Transmission system availability factor for nth calendar month (“TAF<sub>Pn</sub>”) shall be calculated by the respective transmission licensee, got verified by the concerned Regional Load Dispatch Centre (RLDC) and certified by the Member-Secretary, Regional Power Committee of the region concerned, separately for each AC and HVDC transmission system and grouped according to sharing of transmission charges. In case of AC system, transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system. In case of HVDC system, transmission System Availability shall be calculated on consolidate basis for all inter-state HVDC system.
2. Transmission system availability factor for nth calendar month (“TAF<sub>Pn</sub>”) shall be calculated by consider following:
  - i) **AC transmission lines:** Each circuit of AC transmission line shall be considered as one element;
  - ii) **Inter-Connecting Transformers (ICTs):** Each ICT bank (three single phase transformer together) shall form one element;
  - iii) **Static VAR Compensator (SVC):** SVC along with SVC transformer shall form one element;
  - iv) **Bus Reactors or Switchable line reactors:** Each Bus Reactors or Switchable line reactors shall be considered as one element;
  - v) **HVDC Bi-pole links:** Each pole of HVDC link along with associated equipment at both ends shall be considered as one element;
  - vi) **HVDC back-to-back station:** Each block of HVDC back-to-back station shall be considered as one element. If associated AC line (necessary for transfer of inter- regional power through HVDC back-to-back station) is not available, the HVDC back-to-back station block shall also be considered as unavailable;
  - vii) **Static Synchronous Compensation (“STATCOM”):** Each STATCOM shall be considered as separate element.
3. The Availability of AC and HVDC portion of Transmission system shall be calculated by considering each category of transmission elements as under:

**TAFMn (in %) for AC system:**

$$= \frac{o \times AV_o + (p \times AV_p) + (q \times AV_q) + (r \times AV_r) + (u \times AV_u)}{(o + p + q + r + u)} \times 100$$

Where,

o	=	Total number of AC lines.
AV <sub>o</sub>	=	Availability of o number of AC lines.
p	=	Total number of bus reactors/switchable line reactors
AV <sub>p</sub>	=	Availability of p number of bus reactors/switchable line reactors
q	=	Total number of ICTs.
AV <sub>q</sub>	=	Availability of q number of ICTs.
r	=	Total number of SVCs.
AV <sub>r</sub>	=	Availability of r number of SVCs
u	=	Total number of STATCOM.
AV <sub>u</sub>	=	Availability of u number of STATCOMs

**TAFMn (in %) for HVDC System:**

$$= \frac{\sum_{x=1}^s C_{xbp}(\text{act}) \times AV_{xbp} + \sum_{y=1}^t C_{ybtb}(\text{act}) \times AV_{ybtb}}{\sum_{x=1}^s C_{xbp} + \sum_{y=1}^t C_{ybtb}} \times 100$$

Where

C <sub>xbp</sub> (act)	=	Total actual operated capacity of x <sup>th</sup> HVDC pole
C <sub>xbp</sub>	=	Total rated capacity of x <sup>th</sup> HVDC pole
AV <sub>xbp</sub>	=	Availability of x <sup>th</sup> HVDC pole
C <sub>ybtb</sub> (act)	=	Total actual operated capacity of y <sup>th</sup> HVDC back-to-back station block
C <sub>ybtb</sub>	=	Total rated capacity of y <sup>th</sup> HVDC back-to-back station block
AV <sub>ybtb</sub>	=	Availability of y <sup>th</sup> HVDC back-to-back station block
s	=	Total no of HVDC poles
t	=	Total no of HVDC Back to Back blocks

4. The availability for each category of transmission elements shall be calculated based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each

category of the transmission elements are as per **Appendix-III**. The weightage factor for each category of transmission elements shall be considered as under:

- (a) For each circuit of AC line – Number of sub-conductors in the line multiplied by ckt-km;
  - (b) For each HVDC pole- The rated MW capacity x ckt-km;
  - (c) For each ICT bank – The rated MVA capacity;
  - (d) For SVC- The rated MVAR capacity (inductive and capacitive);
  - (e) For Bus Reactor/switchable line reactors – The rated MVAR capacity;
  - (f) For HVDC back-to-back station connecting two Regional grids- Rated MW capacity of each block; and
  - (g) For STATCOM – Total rated MVAR Capacity.
5. The transmission elements under outage due to following reasons shall be deemed to be available:
- i. Shut down availed for maintenance of another transmission scheme or construction of new element or renovation/ upgradation/ additional capitalization in existing system approved by the Commission. If the other transmission scheme belongs to the transmission licensee, the Member Secretary, RPC may restrict the deemed availability period to that considered reasonable by him for the work involved. In case of dispute regarding deemed availability, the matter may be referred to Chairperson, CEA within 30days.
  - ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of concerned RLDC.
6. For the following contingencies, outage period of transmission elements, as certified by the Member Secretary, RPC, shall be excluded from the total time of the element under period of consideration for the following contingencies:
- i) Outage of elements due to acts of God and force majeure events beyond the control of the transmission licensee. However, whether the same outage is due to force majeure (not design failure) will be verified by the Member Secretary, RPC. A reasonable restoration time for the element shall be considered by Member Secretary, RPC and any additional time taken by the transmission licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the transmission licensee. Member Secretary, RPC may consult the transmission licensee or any expert for estimation of reasonable restoration time. Circuits restored through ERS (Emergency Restoration System) shall be considered as available;
  - ii) Outage caused by grid incident/disturbance not attributable to the transmission licensee, e.g. faults in substation or bays owned by other agency causing outage of the transmission licensee's elements, and tripping of lines,

ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration;

Provided that in case of any disagreement with the transmission licensee regarding reason for outage, same may be referred to Chairperson, CEA within 30 days. The above need to be resolved within two months:

Provided further that where there is a difficulty or delay beyond sixty days, from the incidence in finalizing the recommendation, the Member Secretary of concerned RPC shall allow the outage hours on provisional basis till the final view.

7. Time frame for certification of transmission system availability: (1) Following schedule shall be followed for certification of availability by Member Secretary of concerned RPC:
  - Submission of outage data by Transmission Licensees to RLDC/constituents –By 5th of the following month;
  - Review of the outage data by RLDC / constituents and forward the same to respective RPC – by 20th of the month;
  - Issue of availability certificate by respective RPC – by 3rd of the next month.

### Appendix-III

#### FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

##### For AC transmission system

$$AV_o(\text{Availability of } o \text{ no. of AC lines}) = \frac{\sum_{i=1}^o W_i(T_i - T_{NAi})/T_i}{\sum_{i=1}^o W_i}$$

$$AV_q(\text{Availability of } q \text{ no. of ICTs}) = \frac{\sum_{k=1}^q W_k(T_k - T_{NAk})/T_k}{\sum_{k=1}^q W_k}$$

$$AV_r(\text{Availability of } r \text{ no. of SVCs}) = \frac{\sum_{l=1}^r W_l(T_l - T_{NAL})/T_l}{\sum_{l=1}^r W_l}$$

$$AV_p(\text{Availability of } p \text{ no. of Switched Bus reactors}) = \frac{\sum_{m=1}^p W_m(T_m - T_{NA m})/T_m}{\sum_{m=1}^p W_m}$$

$$AV_u(\text{Availability of } u \text{ no. of STATCOMs}) = \frac{\sum_{n=1}^u W_n(T_n - T_{NAn})/T_n}{\sum_{n=1}^u W_n}$$

$$AV_{xpb}(\text{Availability of an individual HVDC pole}) = \frac{(T_x - T_N)}{T_x}$$

$$AV_{ybtb}(\text{Availability of an individual HVDC Back-to-back Blocks}) = \frac{(T_y - T_{NAy})}{T_y}$$

##### For HVDC transmission system

For the new HVDC commissioned but not completed twelve months;

For first 12 months:  $[(AV_{xpb} \text{ or } AV_{ybtb}) \times 95\% / 85\%]$ , subject to ceiling of 95%.

Where,

- o = Total number of AC lines;
- AV<sub>o</sub> = Availability of o number of AC lines;
- p = Total number of bus reactors/switchable line reactors;
- AV<sub>p</sub> = Availability of p number of bus reactors/switchable line reactors;
- q = Total number of ICTs;
- AV<sub>q</sub> = Availability of q number of ICTs;
- r = Total number of SVCs;
- AV<sub>r</sub> = Availability of r number of SVCs;.
- U = Total number of STATCOM;

$AV_u$	=	Availability of $u$ number of STATCOMs;
$W_i$	=	Weightage factor for $i$ th transmission line;
$W_k$	=	Weightage factor for $k$ th ICT;
$W_l$	=	Weightage factors for inductive & capacitive operation of $l$ th SVC;
$W_m$	=	Weightage factor for $m$ th bus reactor;
$W_n$	=	Weightage factor for $n$ th STATCOM.
$T_i, , T_k, T_l, , -$ $T_m, T_n, T_x, T_y$		The total hours of $i^{\text{th}}$ AC line, $k^{\text{th}}$ ICT, $l^{\text{th}}$ SVC, $m^{\text{th}}$ Switched Bus Reactor & $n^{\text{th}}$ STATCOM, $x^{\text{th}}$ HVDC pole, $y^{\text{th}}$ HVDC back-to-back blocks during the period under consideration (excluding time period for outages not attributable to transmission licensee for reasons given in Para 5 of the procedure)
$T_{NA}^i, T_{NA}^k -$ $T_{NA}^l, T_{NA}^m,$ $T_{NA}^n, T_{NA}^x, T_{NA}^y$		The non-availability hours (excluding the time period for outages not attributable to transmission licensee taken as deemed availability as per Para 5 of the procedure) for $i^{\text{th}}$ AC line, $k^{\text{th}}$ ICT, $l^{\text{th}}$ SVC, $m^{\text{th}}$ Switched Bus Reactor, $n^{\text{th}}$ STATCOM, $x^{\text{th}}$ HVDC pole and $y^{\text{th}}$ HVDC back-to-back block .