

Amendment No. 2 dated 18.05.2022

To

Request for Proposal (RfP) and Transmission Service Agreement (TSA) for Independent Transmission Project “Creation of 400/220 kV, 2x315 MVA S/S at Siot (earlier Akhnoor/Rajouri) as ISTS”

Sl. No.	Existing Provisions	Revised Provisions
1	<p>Point No. 9 of RfP Notification to RfP</p> <p>Issue of RFP document: 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 Chief General Manager, Tel. +91 11 23443994/925/910, Fax +91 11 23443990, Email: pfcl.itp@pfclindia.com 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, to be paid via electronic transfer to the following Bank Account latest by May 25, 2022:</p> <p>Bank Account Name : PFC Consulting Limited Account No. : 000705036117 Bank Name : ICICI Bank IFSC : ICIC0000007 Branch : Connaught Place, New Delhi-110001</p> <p>....</p> <p>The RFP document shall be issued to the Bidders on any working day from February 28, 2022 to May 24, 2022 between 10:30 hours (IST) to 16:00 hours (IST). The 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</p>	<p>Point No. 9 of RfP Notification to RfP</p> <p>Issue of RFP document: 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 Chief General Manager, Tel. +91 11 23443905/925, Fax +91 11 23443990, Email: pfcl.itp@pfclindia.com 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, to be paid via electronic transfer to the following Bank Account latest by July 07, 2022:</p> <p>Bank Account Name : PFC Consulting Limited Account No. : 000705036117 Bank Name : ICICI Bank IFSC : ICIC0000007 Branch : Connaught Place, New Delhi-110001</p> <p>....</p> <p>The RFP document shall be issued to the Bidders on any working day from February 28, 2022 to July 07, 2022 between 10:30 hours (IST) to 16:00 hours (IST). The 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.</p>

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	circumstances, be held responsible for late delivery or loss of documents so mailed.	
2	<p>Point No. 10 of RfP Notification to RfP</p> <p>Receipt and opening of Bid: The Bid must be uploaded online through the electronic bidding platform on or before 15:00 hours (IST) on May 25, 2022. Technical Bid will be opened by the Bid Opening Committee on the same day at 15:30 hours (IST) in the office of Central Electricity Authority, in the online 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 opened on the next working day at the same time and venue. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. 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>Point No. 10 of RfP Notification to RfP</p> <p>Receipt and opening of Bid: The Bid must be uploaded online through the electronic bidding platform on or before 15:00 hours (IST) on July 08, 2022. Technical Bid will be opened by the Bid Opening Committee on the same day at 15:30 hours (IST) in the office of Central Electricity Authority, in the online 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 opened on the next working day at the same time and venue. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. 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>
3	<p>ANNEXURE B of RFP</p> <p>Draft Pre-Award Integrity Pact</p> <p>5. Bid Bond (Security Deposit)</p> <p>5.1 Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs.2.36 Crore (Rupees Two Crore Thirty Six Lakh Only) issued by [Insert Name of the Banks from the list provided in RFP Document] as Earnest Money/Security Deposit, with the BPC.</p>	<p>ANNEXURE B of RFP</p> <p>Draft Pre-Award Integrity Pact</p> <p>5. Bid Bond (Security Deposit)</p> <p>5.1 Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs. 2.36 Crore (Rupees Two Crore Thirty Six Lakh Only) issued by any Banks from the list provided in RFP Document] as Earnest Money/Security Deposit, with the BPC.</p>
4	<p>Clause No 2.7.1 of RfP</p> <p>The Bidders should submit the Bids online through the electronic</p>	<p>Clause No 2.7.1 of RfP</p> <p>The Bidders should submit the Bids online through the electronic</p>

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		by the bidder with lowest Final Offer		the bidder with lowest Final Offer
	15-06-22	Selection of Successful Bidder and issue of LOI		Selection of Successful Bidder and issue of LOI
	27-06-22	Signing of RFP Documents and transfer of SPV [which is under incorporation]		Signing of RFP Documents and transfer of SPV [which is under incorporation]
6	Clause No 2.13.1 of RfP Technical Bid will be opened by the Bid Opening Committee as per the following time schedule and in the office of Central Electricity Authority, in the online presence of Bidders' representatives who wish to attend: Opening of Envelope (Technical Bid): 15:30 hours (IST) on May 25, 2022 or such other dates as may be intimated by BPC to the Bidders. In the event of any of above dates falling on a day which is not a working day or which is a public holiday, then the bids shall be opened on the next working day at the same venue and time. Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 15:00 hours (IST) on June 03, 2022 in the office of CEA.		Clause No 2.13.1 of RfP Technical Bid will be opened by the Bid Opening Committee as per the following time schedule and in the office of Central Electricity Authority, in the online presence of Bidders' representatives who wish to attend: Opening of Envelope (Technical Bid): 15:30 hours (IST) on July 08, 2022 or such other dates as may be intimated by BPC to the Bidders. In the event of any of above dates falling on a day which is not a working day or which is a public holiday, then the bids shall be opened on the next working day at the same venue and time. Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 15:00 hours (IST) on July 04, 2022 in the office of CEA.	
7	Clause 3.1.1 of ARTICLE: 3 of TSA 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 5.91 Crore (Rupees Five Crore Ninety-One Lakh Only) .		Clause 3.1.1 of ARTICLE: 3 of TSA 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 3.55 Crore (Rupees Three Crore Fifty-Five Lakh Only) .	
8	Clause 3.3.1 of ARTICLE: 3 of TSA 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 monthly basis, be liable to furnish to Central Transmission Utility of		Clause 3.3.1 of ARTICLE: 3 of TSA 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 monthly basis, be liable to furnish to Central Transmission Utility of India Limited	

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	<p>India Limited (being the Nodal Agency) additional Contract Performance Guarantee of Rs 0.59 Crore (Rupees Fifty Nine 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 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>(being the Nodal Agency) additional Contract Performance Guarantee of Rs 0.35 Crore (Rupees Thirty 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 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>
9	<p>Clause 3.3.3 of ARTICLE: 3 of TSA</p> <p>3.3.3 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 Rs 5.91 Crore (Rupees Five Crore Ninety-One 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>It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.</p>	<p>Clause 3.3.3 of ARTICLE: 3 of TSA</p> <p>3.3.3 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 Rs 3.55 Crore (Rupees Three Crore Fifty-Five 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>It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.</p>

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10	<p>Clause 6.5.1 of ARTICLE: 6 of TSA</p> <p>6.5.1 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 that the Nodal Agency 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 5.91 Crore (Rupees Five Crore Ninety-One Lakh Only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p>	<p>Clause 6.5.1 of ARTICLE: 6 of TSA</p> <p>6.5.1 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 that the Nodal Agency 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 3.55 Crore (Rupees Three Crore Fifty-Five Lakh Only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p>
11	<p>Clause 14.3.1 of ARTICLE: 14 of TSA</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 0.39 Crore (Rupees Thirty Nine Lakh Only).</p>	<p>Clause 14.3.1 of ARTICLE: 14 of TSA</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 0.24 Crore (Rupees Twenty Four Lakh Only).</p>