

Amendment No. 1 dated 13.06.2022

to

**RFP documents for selection of Transmission Service Provider through tariff based competitive bidding process to establish transmission system for
“400 kV Khandukhal (Srinagar) - Rampura (Kashipur) D/C Line”**

Sl. No.	Existing Provisions	Revised Provisions
1	<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. 7.80 Crore (Rupees Seven Crore Eighty 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. 7.80 Crore (Rupees Seven Crore Eighty lakh Only) issued by any Banks from the list provided in RFP Document] as Earnest Money/Security Deposit, with the BPC.</p>
2	<p>ANNEXURE 14 - FORMAT OF THE BID BOND</p> <p>FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND</p> <p>(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)</p> <p>In consideration of the[Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for SPV [which is under incorporation] on build, own, operate and transfer basis, in response to the RFP dated March 11, 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</p>	<p>ANNEXURE 14 - FORMAT OF THE BID BOND</p> <p>FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND</p> <p>(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)</p> <p>In consideration of the [Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for [Name of Project] on build, own, operate and transfer basis, in response to the RFP dated March 11, 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</p>

Sl. No.	Existing Provisions	Revised Provisions
	<p>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>.....</p> <p>.....</p>	<p>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>.....</p> <p>.....</p>
3	<p>All the relevant clauses of RfP, TSA and SPA</p> <p>“SPV [which is under incorporation]”</p>	<p>All the relevant clauses of RfP, TSA and SPA</p> <p>“SPV [which is under incorporation]” in the subject RFP, TSA and SPA may be read as “KHANDUKHAL RAMPURA TRANSMISSION LIMITED”</p>
4	<p>Clause 2.12.1 of RFP</p> <p>Contract Performance Guarantee</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 19.50 Crore (Rupees Nineteen Crore Fifty 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>Contract Performance Guarantee</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 11.70 Crore (Rupees Eleven Crore Seventy 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>

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5	<p>Clause 3.1.1 of ARTICLE: 3 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 19.50 Crore (Rupees Nineteen Crore Fifty Lakh Only).</p>	<p>Clause 3.1.1 of ARTICLE: 3 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 11.70 Crore (Rupees Eleven Crore Seventy Lakh Only).</p>
6	<p>Clause 3.3.1 of ARTICLE: 3 of TSA</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 monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee of Rs 1.95 Crore (Rupees One Crore Ninety 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>	<p>Clause 3.3.1 of ARTICLE: 3 of TSA</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 monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee of Rs 1.17 Crore (Rupees One Crore Seventeen 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>
7	<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</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</p>

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	<p>the Nodal Agency an amount of Rs 19.50 Crore (Rupees Nineteen Crore Fifty 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>the Nodal Agency an amount of Rs 11.70 Crore (Rupees Eleven Crore Seventy 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>
8	<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 19.50 Crore (Rupees Nineteen Crore Fifty 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 11.70 Crore (Rupees Eleven Crore Seventy Lakh Only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p>

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9	<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 1.30 Crore (Rupees One Crore Thirty 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 0.78 Crore (Rupees Seventy Eight Lakh Only).</p>																																								
10	<p>Specific technical requirement of s/s of RfP Clause No. B.2.1</p> <p>B.2.1 420kV, 3-Phase, Shunt Reactor</p> <p>.....</p> <p>The resistive value of NGR for each circuit at both ends of 400kV D/C Fatehgarh-3– Bhadla-3 S/s shall be 450 ohms.</p> <p>.....</p>	<p>Specific technical requirement of s/s of RfP Clause No. B.2.1</p> <p>B.2.1 420kV, 3-Phase, Shunt Reactor</p> <p>.....</p> <p>The Ohmic value of NGR for each circuit at Rampura (Kashipur) end 400 kV D/C Khandukhal(Srinagar) – Rampura (Kashipur) line shall be 500 ohms.</p> <p>.....</p>																																								
11	<p>Specific technical requirement of s/s of RFP Clause No. B.2.0</p> <p>B.2.0 Substation Equipment and facilities (Voltage level as applicable): The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.</p> <table><tr><th>Sl. No</th><th>Description of bay</th><th>Extn. of 400kV existing Khandukhal (Srinagar)</th><th>Extn. of 400 kV existing Rampura (Kashipur)</th></tr><tr><td></td><td></td><td>400kV</td><td>400kV</td></tr><tr><td>1.</td><td>Bus Bar</td><td>As per existing</td><td>As per existing</td></tr><tr><td>2.</td><td>Line bay</td><td>3150A</td><td>3150A</td></tr><tr><td>3.</td><td>Line Reactor bay</td><td>-</td><td>3150A</td></tr></table>	Sl. No	Description of bay	Extn. of 400kV existing Khandukhal (Srinagar)	Extn. of 400 kV existing Rampura (Kashipur)			400kV	400kV	1.	Bus Bar	As per existing	As per existing	2.	Line bay	3150A	3150A	3.	Line Reactor bay	-	3150A	<p>Specific technical requirement of s/s of RFP Clause No. B.2.0</p> <p>B.2.0 Substation Equipment and facilities (Voltage level as applicable): The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.</p> <table><tr><th>Sl. No</th><th>Description of bay</th><th>Extn. of 400kV existing Khandukhal (Srinagar)</th><th>Extn. of 400 kV existing Rampura (Kashipur)</th></tr><tr><td></td><td></td><td>400kV</td><td>400kV</td></tr><tr><td>1.</td><td>Bus Bar</td><td>As per existing</td><td>As per existing</td></tr><tr><td>2.</td><td>Line bay</td><td>3150A</td><td>3150A</td></tr><tr><td>3.</td><td>Line Reactor bay</td><td>-</td><td>3150A</td></tr></table>	Sl. No	Description of bay	Extn. of 400kV existing Khandukhal (Srinagar)	Extn. of 400 kV existing Rampura (Kashipur)			400kV	400kV	1.	Bus Bar	As per existing	As per existing	2.	Line bay	3150A	3150A	3.	Line Reactor bay	-	3150A
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12	<p>Annexure-C of RFP</p> <p>Specific technical requirement of transmission line of RfP</p> <p>New clause added</p>	<p>Annexure-C of RFP</p> <p>Specific technical requirement of transmission line of RfP</p> <p>A.18.0 The Transmission Line may also pass through elevations of above 1000 m above mean sea level (MSL). The technical parameters indicated in this document are applicable for an altitude up to 1000m above mean sea level. However, for altitudes exceeding 1000m above mean sea level, necessary altitude correction factor (as applicable) as per relevant standard/ regulations shall be considered by the TSP.</p>																							
13	<p>Request for Proposal Notification Sl. No. 2 & Clause No. 1.2 of RFP</p> <table><tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr><tr><td>1.</td><td>.....</td><td rowspan="3">Matching time frame of commissioning of Pipalkoti & Tapovan HEP i.e. Jun’24</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>5.</td><td>.....</td></tr></table> <p>.....</p> <p>Note:</p> <p>i) Implementation timeline to be considered as matching time frame of commissioning of Pipalkoti & Tapovan HEPs i.e., Jun’24.</p> <p>ii) PTCUL to provide space for 400kV bays at Rampura (Kashipur) along with the space for switchable line reactors.</p>	S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	1.	Matching time frame of commissioning of Pipalkoti & Tapovan HEP i.e. Jun’24	5.	<p>Request for Proposal Notification Sl. No. 2 & Clause No. 1.2 of RFP</p> <table><tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr><tr><td>1.</td><td>.....</td><td rowspan="3">Matching time frame of commissioning of Vishnugad Pipalkoti HEP (Oct’24) of THDC or Tapovan Vishnugad HEP (Sep’24) of NTPC, whichever is earlier</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>5.</td><td>.....</td></tr></table> <p>.....</p> <p>Note:</p> <p>i) Implementation timeline to be considered as Matching time frame of commissioning of Vishnugad Pipalkoti HEP (Oct’24) of THDC or Tapovan Vishnugad HEP (Sep’24) of NTPC, whichever is earlier.</p> <p>ii) PTCUL to provide space for 400kV bays at Rampura (Kashipur)</p>				S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	1.	Matching time frame of commissioning of Vishnugad Pipalkoti HEP (Oct’24) of THDC or Tapovan Vishnugad HEP (Sep’24) of NTPC, whichever is earlier	5.
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16	Schedule: 1 of TSA Project Description and Scope of Work a. b. Detailed Scope of Work <table><tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr><tr><td>1.</td><td>.....</td><td rowspan="3">Matching time frame of commissioning of Pipalkoti & Tapovan HEP i.e. Jun'24</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>5.</td><td>.....</td></tr></table> Note: i) Implementation timeline to be considered as matching time frame of commissioning of Pipalkoti & Tapovan HEPs i.e., Jun'24. ii) PTCUL to provide space for 400kV bays at Rampura (Kashipur) along with the space for switchable line reactors.					S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	1.	Matching time frame of commissioning of Pipalkoti & Tapovan HEP i.e. Jun'24	5.	Schedule: 1 of TSA Project Description and Scope of Work a. b. Detailed Scope of Work <table><tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr><tr><td>1.</td><td>.....</td><td rowspan="3">Matching time frame of commissioning of Vishnugad Pipalkoti HEP (Oct'24) of THDC or Tapovan Vishnugad HEP (Sep'24) of NTPC, whichever is earlier</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>5.</td><td>.....</td></tr></table> Note: i) Implementation timeline to be considered as Matching time frame of commissioning of Vishnugad Pipalkoti HEP (Oct'24) of THDC or Tapovan Vishnugad HEP (Sep'24) of NTPC, whichever is earlier. ii) PTCUL to provide space for 400kV bays at Rampura (Kashipur)					S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	1.	Matching time frame of commissioning of Vishnugad Pipalkoti HEP (Oct'24) of THDC or Tapovan Vishnugad HEP (Sep'24) of NTPC, whichever is earlier	5.
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17	Schedule: 2 of TSA					Schedule: 2 of TSA				
	S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element	S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
	1.	Matching time frame of commissioning of Pipalkoti & Tapovan HEP i.e. Jun'24	1.	Matching time frame of commissioning of Vishnugad Pipalkoti HEP (Oct'24) of THDC or Tapovan Vishnugad HEP (Sep'24) of NTPC, whichever is earlier
			
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18	<p>12.1 Change in Law</p> <p>12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:</p> <ul style="list-style-type: none"> the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 0; <p>.....</p>	<p>12.1 Change in Law</p> <p>12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:</p> <ul style="list-style-type: none"> the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2; <p>.....</p>