

**Amendment No. 1 dated 14.06.2022**

to

**RFP documents for selection of Transmission Service Provider through tariff based competitive bidding process to establish transmission system for  
“Transmission system for evacuation of power from REZ in Rajasthan (20GW) under Phase-III Part B1”**

Sl. No.	Existing Provisions	Revised Provisions
1	<p><b>ANNEXURE B of RFP</b></p> <p><b>Draft Pre-Award Integrity Pact</b></p> <p><b>5. Bid Bond (Security Deposit)</b></p> <p>5.1 Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs. 48 Crore (Rupees Forty-Eight Crore 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><b>ANNEXURE B of RFP</b></p> <p><b>Draft Pre-Award Integrity Pact</b></p> <p><b>5. Bid Bond (Security Deposit)</b></p> <p>5.1 Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs. 48 Crore (Rupees Forty-Eight Crore Only) issued by <b>any</b> Bank from the list provided in RFP Document as Earnest Money/Security Deposit, with the BPC.</p>
2	<p align="center"><b>ANNEXURE 14 - FORMAT OF THE BID BOND</b></p> <p align="center"><b>FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND</b></p> <p align="center"><b>(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)</b></p> <p>In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for <b>SPV [which is under incorporation]</b> on build, own, operate and transfer basis, in response to the RFP dated February 04, 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 align="center"><b>ANNEXURE 14 - FORMAT OF THE BID BOND</b></p> <p align="center"><b>FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND</b></p> <p align="center"><b>(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)</b></p> <p>In consideration of the ..... [Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for ..... <b>[Name of Project]</b> on build, own, operate and transfer basis, in response to the RFP dated February 04, 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><b>“SPV [which is under incorporation]”</b></p>	<p>All the relevant clauses of RfP, TSA and SPA</p> <p><b>“SPV [which is under incorporation]”</b> in the subject RfP, TSA and SPA may be read as <b>“BHADLA III TRANSMISSION LIMITED”</b></p>
4	<p><b>Clause 2.12.1 of RFP</b></p> <p><b>Contract Performance Guarantee</b></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 <b>Rs 120 Crore (Rupees One Hundred Twenty Crore Only)</b>. 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><b>Clause 2.12.1 of RFP</b></p> <p><b>Contract Performance Guarantee</b></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 <b>Rs 72 Crore (Rupees Seventy Two Crore Only)</b>. 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>

Sl. No.	Existing Provisions	Revised Provisions
5	<p><b>Clause 3.1.1 of ARTICLE: 3 of TSA</b></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 <b>Rs 120 Crore (Rupees One Hundred Twenty Crore Only)</b>.</p>	<p><b>Clause 3.1.1 of ARTICLE: 3 of TSA</b></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 <b>Rs 72 Crore (Rupees Seventy Two Crore Only)</b>.</p>
6	<p><b>Clause 3.3.1 of ARTICLE: 3 of TSA</b></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 <b>Rs 12 Crore (Rupees Twelve Crore Only)</b> 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><b>Clause 3.3.1 of ARTICLE: 3 of TSA</b></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 <b>Rs 7.20 Crore (Rupees Seven Crore Twenty Lakh Only)</b> 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><b>Clause 3.3.3 of ARTICLE: 3 of TSA</b></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><b>Clause 3.3.3 of ARTICLE: 3 of TSA</b></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 <b>Rs 120 Crore (Rupees One Hundred Twenty Crore Only)</b> 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 <b>Rs 72 Crore (Rupees Seventy Two Crore Only)</b> 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><b>Clause 6.5.1 of ARTICLE: 6 of TSA</b></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 <b>Rs 120 Crore (Rupees One Hundred Twenty Crore Only)</b>, or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.</p>	<p><b>Clause 6.5.1 of ARTICLE: 6 of TSA</b></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 <b>Rs 72 Crore (Rupees Seventy Two Crore Only)</b>, 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><b>Clause 14.3.1 of ARTICLE: 14 of TSA</b></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 <b>Rs 8 Crore (Rupees Eight Crore Only)</b>.</p>	<p><b>Clause 14.3.1 of ARTICLE: 14 of TSA</b></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 <b>Rs 4.80 Crore (Rupees Four Crore Eighty Lakh Only)</b>.</p>																																																																																																																										
10	<p><b>Specific technical requirement of s/s of RfP, Clause No. B.2.0</b></p> <p>B.2.0 Substation Equipment and facilities (Voltage level as applicable):</p> <p>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 border="1"> <thead> <tr> <th rowspan="2">Sl. No</th> <th rowspan="2">Description of bay</th> <th colspan="3">765/400kV Bhadla-3</th> <th>Sikar-II</th> <th>Fatehgarh -2</th> </tr> <tr> <th>765kV</th> <th>400kV</th> <th>220kV</th> <th>765kV</th> <th>400kV</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Bus Bar</td> <td>4000A</td> <td>4000A</td> <td>4000A</td> <td>4000A</td> <td>4000A</td> </tr> <tr> <td>2.</td> <td>Line bay</td> <td>3150 A</td> <td>3150 A</td> <td>1600A</td> <td>3150 A</td> <td>3150 A</td> </tr> <tr> <td>3.</td> <td>ICT bay</td> <td>3150 A</td> <td>3150 A</td> <td>1600A</td> <td>3150 A</td> <td>3150 A</td> </tr> <tr> <td>4.</td> <td>Bus Reactor bay</td> <td>3150 A</td> <td>3150 A</td> <td>-</td> <td>3150A</td> <td>3150 A</td> </tr> <tr> <td>5.</td> <td>Switched Line Reactor Bay</td> <td>3150 A</td> <td>-</td> <td>-</td> <td>3150 A</td> <td>-</td> </tr> <tr> <td>6.</td> <td>Bus Coupler bay</td> <td>-</td> <td>-</td> <td>3150A</td> <td>-</td> <td>-</td> </tr> <tr> <td>7.</td> <td>Transfer Bus coupler bay</td> <td>-</td> <td>-</td> <td>1600A</td> <td>-</td> <td>-</td> </tr> </tbody> </table>	Sl. No	Description of bay	765/400kV Bhadla-3			Sikar-II	Fatehgarh -2	765kV	400kV	220kV	765kV	400kV	1.	Bus Bar	4000A	4000A	4000A	4000A	4000A	2.	Line bay	3150 A	3150 A	1600A	3150 A	3150 A	3.	ICT bay	3150 A	3150 A	1600A	3150 A	3150 A	4.	Bus Reactor bay	3150 A	3150 A	-	3150A	3150 A	5.	Switched Line Reactor Bay	3150 A	-	-	3150 A	-	6.	Bus Coupler bay	-	-	3150A	-	-	7.	Transfer Bus coupler bay	-	-	1600A	-	-	<p><b>Specific technical requirement of s/s of RfP, Clause No. B.2.0</b></p> <p>B.2.0 Substation Equipment and facilities (Voltage level as applicable):</p> <p>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 border="1"> <thead> <tr> <th rowspan="2">Sl. No</th> <th rowspan="2">Description of bay</th> <th colspan="3">765/400kV Bhadla-3</th> <th>Sikar-II</th> <th>Fatehgarh-2</th> </tr> <tr> <th>765kV</th> <th>400kV</th> <th>220kV</th> <th>765kV</th> <th>400kV</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Bus Bar</td> <td>4000A</td> <td>4000A</td> <td>4000A</td> <td>4000A</td> <td>4000A</td> </tr> <tr> <td>2.</td> <td>Line bay</td> <td>3150 A</td> <td>3150 A</td> <td>1600A</td> <td>3150 A</td> <td>3150 A</td> </tr> <tr> <td>3.</td> <td>ICT bay</td> <td>3150 A</td> <td>3150 A</td> <td>1600A</td> <td>3150 A</td> <td>3150 A</td> </tr> <tr> <td>4.</td> <td>Bus Reactor bay</td> <td>3150 A</td> <td>3150 A</td> <td>-</td> <td>3150A</td> <td>3150 A</td> </tr> <tr> <td>5.</td> <td>Switched Line Reactor Bay</td> <td>3150 A</td> <td><b>3150A</b></td> <td>-</td> <td>3150 A</td> <td><b>3150A</b></td> </tr> <tr> <td>6.</td> <td>Bus Coupler bay</td> <td>-</td> <td>-</td> <td>3150A</td> <td>-</td> <td>-</td> </tr> <tr> <td>7.</td> <td>Transfer Bus coupler bay</td> <td>-</td> <td>-</td> <td>1600A</td> <td>-</td> <td>-</td> </tr> </tbody> </table>	Sl. No	Description of bay	765/400kV Bhadla-3			Sikar-II	Fatehgarh-2	765kV	400kV	220kV	765kV	400kV	1.	Bus Bar	4000A	4000A	4000A	4000A	4000A	2.	Line bay	3150 A	3150 A	1600A	3150 A	3150 A	3.	ICT bay	3150 A	3150 A	1600A	3150 A	3150 A	4.	Bus Reactor bay	3150 A	3150 A	-	3150A	3150 A	5.	Switched Line Reactor Bay	3150 A	<b>3150A</b>	-	3150 A	<b>3150A</b>	6.	Bus Coupler bay	-	-	3150A	-	-	7.	Transfer Bus coupler bay	-	-	1600A	-	-
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11	<p><b>Specific technical requirement of s/s of RfP, Clause No. B.1.2</b></p> <p><b>New Sub-Clause</b></p>	<p><b>Specific technical requirement of s/s of RfP, Clause No. B.1.2</b></p> <p>B.1.2 Switching Scheme</p>																																																																																																																										

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		<p>Notes: -</p> <p>.....</p> <p>iv) Bay configuration at 765kV Bhadla-3 s/s shall be such that one feeder in a diameter shall be terminated to a Line and other shall be terminated to ICTs /Bus Reactors. Accordingly, 02 nos. complete diameter and 02 nos. half diameter (consisting of Main and associated Tie bays) with a provision of 02 nos. future bays (for terminating 765kV Ramgarh -Bhadla-3 D/C line) in the same diameter shall be under present scope.</p> <p>v) Bay configuration at 400kV Bhadla-3 s/s shall be such that one feeder in a diameter shall be terminated to ICT and other shall be terminated to Line /Bus Reactor. Accordingly, 04 nos. complete diameter and 01 no. half diameter (consisting of Main and associated Tie bay) with a provision of 01 no. future bay (for terminating of one circuit of 400kV Bhadla-3 to Fatehgarh-3 D/C line) in the same diameter shall be under present scope.</p>
12	<p><b>RFP</b>  <b>“Specific Technical Requirement for Substation”</b></p> <p><b>B.3.0 Substation Support facilities</b>  ...  ...  <b>B.3.1 AC &amp; DC power supplies</b>  ...  ...  (i)For LT Supply at each new Substation, two (2) nos. of LT Transformers (...) shall be provided out of which one shall be connected with SEB/DISCOM supply and other one shall be connected to tertiary of</p>	<p><b>RFP</b>  <b>“Specific Technical Requirement for Substation”</b></p> <p><b>B.3.0 Substation Support facilities</b>  ...  ...  <b>B.3.1 AC &amp; DC power supplies</b>  ...  ...  (i)For LT Supply at each new Substation, two (2) nos. of LT Transformers (...) shall be provided from independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.</p>

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	<p>Transformer.</p> <p>...</p> <p>...</p>	<p>...</p> <p>...</p> <p>....</p>
13	<p><b>RFP</b></p> <p><b>“Specific Technical Requirement for Substation”</b></p> <p><b>B.3.0 Substation Support facilities</b></p> <p>...</p> <p>...</p> <p><b>B.3.1 AC &amp; DC power supplies</b></p> <p>...</p> <p>...</p> <p><b>(ii)</b> 2 sets of 220V battery banks for control &amp; protection and 2 sets of 48V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger. Battery shall be of VRLA type. Sizing of 220 V battery and battery charger for control and protection shall be done based on the number of bays specified (including future bays) and computation of capacity of battery shall be as per CEA (Technical Standards for construction of Electrical plants and Electrical Lines) Regulation no. 43 (3) (a) (i). 48 V battery bank shall have at least 10 hour battery backup.</p>	<p><b>RFP</b></p> <p><b>“Specific Technical Requirement for Substation”</b></p> <p><b>B.3.0 Substation Support facilities</b></p> <p>...</p> <p>...</p> <p><b>B.3.1 AC &amp; DC power supplies</b></p> <p>...</p> <p>...</p> <p><b>(ii)</b> 2 sets of 220V battery banks for control &amp; protection and 2 sets of 48V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger. At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA (Technical Standards for construction of Electrical plants and Electrical Lines) Regulation no. 43 (3) (a) (i) and relevant IS. 2 sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required.</p>
14	<p><b>ARTICLE: 1</b></p> <p><b>Definitions and Interpretations</b></p> <p><b>“Contract Performance Guarantee”</b> shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency</p>	<p><b>ARTICLE: 1</b></p> <p><b>Definitions and Interpretations</b></p> <p><b>“Contract Performance Guarantee”</b> shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency</p>

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	from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with <b>Article 0</b> of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;	from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with <b>Article 3</b> of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;
15	<b>“TSP’s Preliminary Notice”</b> shall mean a notice issued by the TSP in pursuant to the provisions of <b>Article 0</b> of this Agreement;	<b>“TSP’s Preliminary Notice”</b> shall mean a notice issued by the TSP in pursuant to the provisions of <b>Article 13.3</b> of this Agreement;
16	<b>“Target Availability”</b> shall have the meaning as ascribed hereto in <b>Article 0</b> of this Agreement;	<b>“Target Availability”</b> shall have the meaning as ascribed hereto in <b>Article 8.2</b> of this Agreement;
17	<p><b>Clause 2.5.2 of Transmission Service Agreement (TSA)</b></p> <p>For the purposes of this Agreement for ISTS systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), <b>Article 0</b> (Assignment and Charges), <b>Articles 0</b>, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the ISTS Licensee) of this agreement shall supersede the corresponding provisions under Sharing Regulations.</p>	<p><b>Clause 2.5.2 of Transmission Service Agreement (TSA)</b></p> <p>For the purposes of this Agreement for ISTS systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), <b>Article 15</b> (Assignment and Charges), <b>Articles 16.1</b>, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the ISTS Licensee) of this agreement shall supersede the corresponding provisions under Sharing Regulations.</p>
18	<p><b>Clause 4.1 (d) of Transmission Service Agreement (TSA)</b></p> <p>for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under <b>Article 0</b> of this Agreement;</p>	<p><b>Clause 4.1 (d) of Transmission Service Agreement (TSA)</b></p> <p>for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under <b>Article 15</b> of this Agreement;</p>
19	<p><b>Clause 9.2.1 of Transmission Service Agreement (TSA)</b></p> <p>The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek</p>	<p><b>Clause 9.2.1 of Transmission Service Agreement (TSA)</b></p> <p>The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek from</p>

Sl. No.	Existing Provisions	Revised Provisions
	from the TSP as per the terms of <b>Article 0</b>	the TSP as per the terms of <b>Article 9.1</b>
20	<p><b>Clause 12.3.1 of Transmission Service Agreement (TSA)</b></p> <p>If the TSP is affected by a Change in Law in accordance with <b>Article 0</b> and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.</p>	<p><b>Clause 12.3.1 of Transmission Service Agreement (TSA)</b></p> <p>If the TSP is affected by a Change in Law in accordance with <b>Article 12.1</b> and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.</p>
21	<p><b>Clause 13.1 (i) of Transmission Service Agreement (TSA)</b></p> <p>the TSP fails to complete / fulfil all the activities / conditions within the specified period as per <b>Article 0</b>; or</p>	<p><b>Clause 13.1 (i) of Transmission Service Agreement (TSA)</b></p> <p>the TSP fails to complete / fulfil all the activities / conditions within the specified period as per <b>Article 3</b>; or</p>
22	<p><b>Clause 13.2 (a) of Transmission Service Agreement (TSA)</b></p> <p>Upon the occurrence and continuance of any TSP's Event of Default under <b>Article 0</b> the Nodal Agency may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.</p>	<p><b>Clause 13.2 (a) of Transmission Service Agreement (TSA)</b></p> <p>Upon the occurrence and continuance of any TSP's Event of Default under <b>Article 13.1</b> the Nodal Agency may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.</p>
23	<p><b>Clause 16.2 of Transmission Service Agreement (TSA)</b></p> <p>16.2.1 .....</p> <p><b>16.2.1</b> The other Party shall, within thirty (30) days of issue of notice issued under <b>Article 0</b>, furnish:</p> <p>.....</p> <p><b>16.2.2</b> Within thirty (30) days of issue of notice by the Party pursuant to <b>Article 0</b>, if the other Party does not furnish any counter claim or defense under Article <b>16.2.1</b>, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute</p>	<p><b>Clause 16.2 of Transmission Service Agreement (TSA)</b></p> <p>16.2.1 .....</p> <p><b>16.2.2</b> The other Party shall, within thirty (30) days of issue of notice issued under <b>Article 16.2.1</b>, furnish:</p> <p>.....</p> <p><b>16.2.3</b> Within thirty (30) days of issue of notice by the Party pursuant to <b>Article 16.2.1</b>, if the other Party does not furnish any counter claim or defense under Article <b>16.2.2</b>, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute</p>

Sl. No.	Existing Provisions	Revised Provisions
	amicably within thirty (30) days from the later of the dates mentioned in this Article <b>16.2.2</b> , the Dispute shall be referred for dispute resolution in accordance with Article 16.3.	amicably within thirty (30) days from the later of the dates mentioned in this Article <b>16.2.3</b> , the Dispute shall be referred for dispute resolution in accordance with Article 16.3.