

Amendment No. 5 dated 12.05.2023

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 (20 GW) under phase III –Part B1”**

Sl. No.	Existing Provisions	Revised Provisions								
1.	<p>Request for Proposal Notification Sl. No. 2 & Clause 1.2 of the RFP Document and Schedule-1 (b) of TSA</p> <table><tr><th>S. No.</th><th>Name of Transmission Element</th></tr><tr><td>1.</td><td><p>Establishment of 2x1500 MVA 765/400kV & 3x500 MVA 400/220 kV pooling station at Bhadla-3 along with 2x330 MVAR (765kV) Bus Reactor & 2x125 MVAR (420kV) Bus Reactor</p><ul style="list-style-type: none">765/400kV 1500 MVA ICTs: 2 nos. (7x500 MVA including one spare unit)765kV ICT bays - 2 nos.400/220 kV, 500 MVA ICT – 3 nos.765kV line bays -2 nos.400 kV ICT bays – 5 nos.220 kV ICT bays - 3 nos.400 kV line bays - 2 nos.220 kV line bays: 5 nos.330 MVAR Bus Reactor-2 nos. (7x110 MVAR, including one spare unit)765kV reactor bay- 2 nos.125 MVAR, 420kV bus reactor - 2 nos.420 kV reactor bay - 2 nos.<p><u>Future provisions:</u> Space for</p><ul style="list-style-type: none">765/400kV ICTs along with bays: 2 nos.765kV line bay along with switchable line reactor: 6 nos.</td></tr></table>	S. No.	Name of Transmission Element	1.	<p>Establishment of 2x1500 MVA 765/400kV & 3x500 MVA 400/220 kV pooling station at Bhadla-3 along with 2x330 MVAR (765kV) Bus Reactor & 2x125 MVAR (420kV) Bus Reactor</p> <ul style="list-style-type: none">765/400kV 1500 MVA ICTs: 2 nos. (7x500 MVA including one spare unit)765kV ICT bays - 2 nos.400/220 kV, 500 MVA ICT – 3 nos.765kV line bays -2 nos.400 kV ICT bays – 5 nos.220 kV ICT bays - 3 nos.400 kV line bays - 2 nos.220 kV line bays: 5 nos.330 MVAR Bus Reactor-2 nos. (7x110 MVAR, including one spare unit)765kV reactor bay- 2 nos.125 MVAR, 420kV bus reactor - 2 nos.420 kV reactor bay - 2 nos. <p><u>Future provisions:</u> Space for</p> <ul style="list-style-type: none">765/400kV ICTs along with bays: 2 nos.765kV line bay along with switchable line reactor: 6 nos.	<p>Request for Proposal Notification Sl. No. 2 & Clause 1.2 of the RFP Document and Schedule-1 (b) of TSA</p> <table><tr><th>S. No.</th><th>Name of Transmission Element</th></tr><tr><td>1.</td><td><p>Establishment of 2x1500 MVA 765/400kV & 3x500 MVA 400/220 kV pooling station at Bhadla-3 along with 2x330 MVAR (765kV) Bus Reactor & 2x125 MVAR (420kV) Bus Reactor</p><ul style="list-style-type: none">765/400kV 1500 MVA ICTs: 2 nos. (7x500 MVA including one spare unit)765kV ICT bays - 2 nos.400/220 kV, 500 MVA ICT – 3 nos.765kV line bays -2 nos.400 kV ICT bays – 5 nos.220 kV ICT bays - 3 nos.220 kV line bays: 5 nos.330 MVAR Bus Reactor-2 nos. (7x110 MVAR, including one spare unit)765kV reactor bay- 2 nos.125 MVAR, 420kV bus reactor - 2 nos.420 kV reactor bay - 2 nos.<p><u>Future provisions:</u> Space for</p><ul style="list-style-type: none">765/400kV ICTs along with bays: 2 nos.765kV line bay along with switchable line reactor: 6 nos.</td></tr></table>	S. No.	Name of Transmission Element	1.	<p>Establishment of 2x1500 MVA 765/400kV & 3x500 MVA 400/220 kV pooling station at Bhadla-3 along with 2x330 MVAR (765kV) Bus Reactor & 2x125 MVAR (420kV) Bus Reactor</p> <ul style="list-style-type: none">765/400kV 1500 MVA ICTs: 2 nos. (7x500 MVA including one spare unit)765kV ICT bays - 2 nos.400/220 kV, 500 MVA ICT – 3 nos.765kV line bays -2 nos.400 kV ICT bays – 5 nos.220 kV ICT bays - 3 nos.220 kV line bays: 5 nos.330 MVAR Bus Reactor-2 nos. (7x110 MVAR, including one spare unit)765kV reactor bay- 2 nos.125 MVAR, 420kV bus reactor - 2 nos.420 kV reactor bay - 2 nos. <p><u>Future provisions:</u> Space for</p> <ul style="list-style-type: none">765/400kV ICTs along with bays: 2 nos.765kV line bay along with switchable line reactor: 6 nos.
S. No.	Name of Transmission Element									
1.	<p>Establishment of 2x1500 MVA 765/400kV & 3x500 MVA 400/220 kV pooling station at Bhadla-3 along with 2x330 MVAR (765kV) Bus Reactor & 2x125 MVAR (420kV) Bus Reactor</p> <ul style="list-style-type: none">765/400kV 1500 MVA ICTs: 2 nos. (7x500 MVA including one spare unit)765kV ICT bays - 2 nos.400/220 kV, 500 MVA ICT – 3 nos.765kV line bays -2 nos.400 kV ICT bays – 5 nos.220 kV ICT bays - 3 nos.400 kV line bays - 2 nos.220 kV line bays: 5 nos.330 MVAR Bus Reactor-2 nos. (7x110 MVAR, including one spare unit)765kV reactor bay- 2 nos.125 MVAR, 420kV bus reactor - 2 nos.420 kV reactor bay - 2 nos. <p><u>Future provisions:</u> Space for</p> <ul style="list-style-type: none">765/400kV ICTs along with bays: 2 nos.765kV line bay along with switchable line reactor: 6 nos.									
S. No.	Name of Transmission Element									
1.	<p>Establishment of 2x1500 MVA 765/400kV & 3x500 MVA 400/220 kV pooling station at Bhadla-3 along with 2x330 MVAR (765kV) Bus Reactor & 2x125 MVAR (420kV) Bus Reactor</p> <ul style="list-style-type: none">765/400kV 1500 MVA ICTs: 2 nos. (7x500 MVA including one spare unit)765kV ICT bays - 2 nos.400/220 kV, 500 MVA ICT – 3 nos.765kV line bays -2 nos.400 kV ICT bays – 5 nos.220 kV ICT bays - 3 nos.220 kV line bays: 5 nos.330 MVAR Bus Reactor-2 nos. (7x110 MVAR, including one spare unit)765kV reactor bay- 2 nos.125 MVAR, 420kV bus reactor - 2 nos.420 kV reactor bay - 2 nos. <p><u>Future provisions:</u> Space for</p> <ul style="list-style-type: none">765/400kV ICTs along with bays: 2 nos.765kV line bay along with switchable line reactor: 6 nos.									

Sl. No.	Existing Provisions	Revised Provisions
	<ul style="list-style-type: none"> 765kV line bay: 4 nos. 765kV Bus Reactor along with bays: 2 nos. 400/220 kV ICTs along with bays: 10 nos. 400 kV line bays: 8 nos. 400 kV line bays along with switchable line reactor: 6 Nos. 400kV Bus Reactor along with bays: 2 nos. 400kV Sectionalization bay: 2 sets 220 kV line bays: 12 nos. 220kV sectionalization bay: 2 sets 	<ul style="list-style-type: none"> 765kV line bay: 4 nos. 765kV Bus Reactor along with bays: 2 nos. 400/220 kV ICTs along with bays: 10 nos. 400 kV line bays: 8 nos. 400 kV line bays along with switchable line reactor: 8 Nos. 400kV Bus Reactor along with bays: 2 nos. 400kV Sectionalization bay: 2 sets 220 kV line bays: 12 nos. 220kV sectionalization bay: 2 sets
2.	Fatehgarh-2 PS – Bhadla-3 PS 400kV D/c line (Quad moose) along with 63 MVAR Switchable line reactor for each circuit at both ends of Fatehgarh 2- Bhadla-3 400kV D/c line <ul style="list-style-type: none"> 400kV 63 MVAR switchable line reactor – 4 nos. Switching equipment for 400kV 63 MVAR switchable line reactor – 4 nos. 	2. Deleted
3.	400 kV line bays at Fatehgarh-2 PS for Fatehgarh-2 PS – Bhadla-3 PS 400kV D/c line <ul style="list-style-type: none"> 400 kV line bays - 2 nos. 	3. Deleted
4.	Bhadla-3 PS – Sikar-II S/s 765 kV D/c line along with 330 MVAR Switchable line reactor for each circuit at each end of Bhadla-3 PS – Sikar-II S/s 765 kV D/c line <ul style="list-style-type: none"> Switching equipment for 765 kV 330 MVAR switchable line reactor – 4 nos. 765 kV, 330 MVAR Switchable line reactor- 4 nos. 	4. Bhadla-3 PS – Sikar-II S/s 765 kV D/c line along with 330 MVAR Switchable line reactor for each circuit at each end of Bhadla-3 PS – Sikar-II S/s 765 kV D/c line <ul style="list-style-type: none"> Switching equipment for 765 kV 330 MVAR switchable line reactor – 4 nos. 765 kV, 330 MVAR Switchable line reactor- 4 nos.
5.	765 kV line bays at Sikar-II <ul style="list-style-type: none"> 765 kV line bays – 2 nos. 	5. 765 kV line bays at Sikar-II <ul style="list-style-type: none"> 765 kV line bays – 2 nos.
Note: <ol style="list-style-type: none"> Provision of suitable sectionalization shall be kept at Bhadla-3 at 400 kV & 220 kV level to limit short circuit level. POWERGRID to provide space for 2 nos. of 400 kV line bays along with space for switchable line reactors at Fatehgarh-2 S/s. Developer of Sikar-II S/s to provide space for 2 nos. of 765 kV line bays at Sikar-II S/s along with space for switchable line reactors. 		Note: <ol style="list-style-type: none"> Provision of suitable sectionalization shall be kept at Bhadla-3 at 400 kV & 220 kV level to limit short circuit level. Deleted Developer of Sikar-II S/s to provide space for 2 nos. of 765 kV line bays at Sikar-II S/s along with space for switchable line reactors. Space provision for future 2 nos. 220kV Bus Coupler bay and 2 nos. Transfer Bus Coupler Bay shall be kept for bus switching scheme requirement.

Sl. No.	Existing Provisions	Revised Provisions
	iv. <i>Space provision for future 2 nos. 220kV Bus Coupler bay and 2 nos. Transfer Bus Coupler Bay shall be kept for bus switching scheme requirement.</i>	
2.	Definition “Bid Bond” “Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees Forty Eight Crore Only (Rs. 48 Crore) , to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;	Definition “Bid Bond” “Bid Bond” shall mean the unconditional and irrevocable bank guarantee for Rupees Forty Crore Only (Rs. 40 Crore) , to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;
3.	SECTION-2 2. INFORMATION AND INSTRUCTIONS FOR BIDDERS 2.1 Qualification Requirements 2.1.1 2.1.2 Technical requirement to be met by the Bidding Company or Lead Member of Bidding Consortium The Bidder must fulfill any one of the following technical requirements: (i) Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs.2400 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs.480 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). OR (ii) Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than Rs.2400 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1)	SECTION-2 2. INFORMATION AND INSTRUCTIONS FOR BIDDERS 2.1 Qualification Requirements 2.1.1 2.1.2 Technical requirement to be met by the Bidding Company or Lead Member of Bidding Consortium The Bidder must fulfill any one of the following technical requirements: (i) Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs.2000 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs.400 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). OR (ii) Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than Rs.2000 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1) from its client(s) for

Sl. No.	Existing Provisions	Revised Provisions
	<p>from its client(s) for construction works fully completed during the last 5(five) financial years. However, the payment received from each project shall not be less than Rs.480 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1).</p> <p>.....</p> <p>2.1.3 Financial requirement to be met by the Bidding Company/Bidding Consortium</p> <p>2.1.3.1 The Bidder must fulfill following financial requirements:</p> <p>A. Network:</p> <p>Network should be not less than Rs.960 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1) computed as the Network based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Network of any of the last three (3) financial years should not be negative.</p>	<p>construction works fully completed during the last 5(five) financial years. However, the payment received from each project shall not be less than Rs.400 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1).</p> <p>.....</p> <p>2.1.4 Financial requirement to be met by the Bidding Company/Bidding Consortium</p> <p>2.1.3.1 The Bidder must fulfill following financial requirements:</p> <p>B. Network:</p> <p>Network should be not less than Rs.800 Crore or equivalent USD (calculated as per provisions in Clause 3.4.1) computed as the Network based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Network of any of the last three (3) financial years should not be negative.</p>
4.	<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. 48 Crore (Rupees Forty Eight Crore Only) issued by any 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. 40 Crore (Rupees Forty Crore Only) issued by any Banks from the list provided in RFP Document] as Earnest Money/Security Deposit, with the BPC.</p>
5.	<p>Clause 2.12.1 of RFP</p> <p>Contract Performance Guarantee</p>	<p>Clause 2.12.1 of RFP</p> <p>Contract Performance Guarantee</p>

Sl. No.	Existing Provisions	Revised Provisions
	<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 72 Crore (Rupees Seventy Two Crore 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>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 60 Crore (Rupees Sixty Crore Only). The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.</p>
6.	<p>Clause 3.1.1 of 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 72 Crore (Rupees Seventy Two Crore 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 60 Crore (Rupees Sixty Crore Only).</p>
7.	<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 7.20 Crore (Rupees Seven Crore Twenty 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</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 6 Crore (Rupees Six Crore 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</p>

Sl. No.	Existing Provisions	Revised Provisions
	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.	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.
8.	<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 72 Crore (Rupees Seventy Two Crore 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 60 Crore (Rupees Sixty Crore 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>
9.	<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</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</p>

Sl. No.	Existing Provisions	Revised Provisions
	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 72 Crore (Rupees Seventy Two Crore Only) , or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.	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 60 Crore (Rupees Sixty Crore Only) , or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.
10.	<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 4.80 Crore (Rupees Four Crore Eighty 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 4 Crore (Rupees Four Crore Only).</p>