

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. Crores (Rs.) only and it shall remain in force until [Date to be inserted on the basis of Article of TSA], with an additional claim period of thirty (30) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by [Insert name of the Selected Bidder or Lead Member in case of the Consortium]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

In witness where of:

Signature

Name:

Power of attorney No.:

For:

..... [Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office



Handwritten signatures and names of representatives from KTL, APNPDCL, APEPDCL, APSPDCL, APCPDCL, PCKL, KSEB, and TANGEDCO.

Schedule : 12

SUPPLEMENTARY AGREEMENT

BETWEEN

..... [Insert name of the TSP]

AND

..... [Insert name of the new Long Term Transmission Customer 1],

..... [Insert name of the new Long Term Transmission Customer 2],

.
. .
. .

..... [Insert name of the new Long Term Transmission Customer n]

THIS SUPPLEMENTARY AGREEMENT entered into on [Insert date] [Insert day] of[Insert month] in [Insert year] by and between, [Insert name of the Transmission Service Provider] incorporated under the Companies Act, 1956, having its registered office at (here in after referred to as Transmission Service Provider or "TSP", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the first part,

AND

..... [Insert name of the new Long Term Transmission Customer '1'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the second part,

..... [Insert name of the new Long Term Transmission Customer '2'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless


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repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the third part,

..... [Insert name of the new Long Term Transmission Customer 'n'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the nth part.

WHEREAS:

- A. The TSP has executed the TSA with the existing Long Term Transmission Customers as listed out in Schedule 1 of the TSA.
- B. The existing Long Term Transmission Customers as listed out in Schedule 1 of the TSA have executed the TSA with the TSP.
- C. The TSP has agreed to provide the Transmission Service to the existing Long Term Transmission Customers as per the terms and conditions of the TSA.
- D. The Allocated Project Capacity of the existing Long Term Transmission Customers as on this date.....[Insert date] is as detailed below:

Table : 1

Sl. No.	Name of the existing Long Term Transmission Customers	Allocated Project Capacity (in MW)
1		
2		
3		
.		
.		

- E. The existing Long Term Transmission Customers have agreed, on the terms and subject to the conditions of the TSA, to use the available transmission capacity of the Project and pay TSP the Transmission Charges as determined in accordance with the terms of the TSA.

NOW THEREFORE THIS AGREEMENT WITNESSETH as under:

- 1) The new Long Term Transmission Customer(s) and their Allocated Project Capacity as on this date.... [Insert date] are as detailed below:



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APNPDCL

APEPDCL

APSPDCL

APCPDCL

PCKL

KSEB

TANGEDCO

Table 2:

Sl. No.	Name of the new Long Term Transmission Customer(s)	Allocated Project Capacity (in MW)
1		
2		
3		
.		
.		

- 2) The new Long Term Transmission Customer(s) have been granted long term open access from the CTU/STU, as the case may be, and are beneficiaries to the Project.
- 3) The new Long Term Transmission Customer(s) agree to the terms and conditions laid down in the TSA, to use the Project and pay the TSP the Transmission Charges as determined in accordance with the terms of the TSA and the provisions of this Supplementary Agreement.
- 4) The TSP agrees to provide the Transmission Service to the new Long Term Transmission Customer(s) as per the terms and conditions of the TSA.
- 5) All terms and conditions of the TSA between the TSP and the existing Long Term Transmission Customers (as listed out in Table 1 of this Supplementary Agreement) shall apply, mutatis mutandis without any change, to the new Long Term Transmission Customers (as listed out in Table 2 of this Supplementary Agreement)

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives

WITNESS:

Table 3:

WITNESS

1. Signature:
 Name:
 Designation:

For and on behalf of
 [Insert name of the TSP]

2. Signature:
 Name:
 Designation:

For and on behalf of
 [Insert name of the new Long Term Transmission Customer 1]



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3. Signature:
Name:
Designation:

For and on behalf of
[Insert name of the new
Long Term Transmission
Customer 1]

n. Signature:
Name:
Designation:

For and on behalf of
[Insert name of the new
Long Term Transmission
Customer n]



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REC Transmission Projects Company Ltd.
(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)

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