BSES RAJDHANI POWER LIMITED (BRPL)
NIT NO CMC/BR/23-24/RB/PR/SN/2090

Sr. No.	Section	Page No.	Clause No.	Existing Clause	Amendment
1	Section 1	20	3	Eligibility requirement for Consortium	**Corrected / Amended As** Revised Eligibility requirement for Consortium (As given Below)
2.	Section 3	55	13	Intellectual Property	**Corrected / Amended As** Revised Intellectual Property (As given Below)
3	Section 6	456	Appendix5 : Annexure- E : Technical Specification of LT CT Box	-	**LT CT Box Quantity Clarified As:** CT RATIO / QTY 100/5 — 1178 200/5 — 9003 300/5 — 499 400/5 — 387

Revised Eligibility requirement for Consortium as amended

Section - 1

3. Eligibility Requirements for Consortium

3.1 Members of the Consortium shall enter into a binding Consortium Agreement, in the form specified at Form 8 (the "Consortium Agreement") given in Section 8 of RFP document, for the purpose of submitting Bid.

The Consortium Agreement, to be submitted along with the Bid, shall, inter alia:

(a) convey the intent to comply with the terms and conditions of the AMISP Contract in the event selected to undertake the Project; and

(b) clearly outline the proposed roles and responsibilities, if any, of each.

3.2 Subject to Clause 3.6, In the event Selected Bidder is a bidding Consortium, except in the case when a Central Public Sector Enterprise (CPSE) / Public Sector Undertaking (PSU) or Subsidiary/ Joint Venture of a CPSE/ PSU is the lead consortium member, then the members of the consortium shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act 2013 (the "SPV"), to execute the AMISP Contract and implement the Project. In such a case, the Selected Bidder shall comply with the following requirements:

3.3 The members of the consortium shall ensure that they subscribe to 100% of the equity share capital of the SPV. The members of the Consortium, except financial partner, shall hold shares in accordance with the shareholding pattern indicated in the Consortium Agreement for a period up to two years after the Installation Milestone;

3.4 The members of the consortium shall continue to hold not less than 51% for the entire term of the AMISP Contract;

3.5 The Lead Consortium Member shall hold at least 51% (fifty-one per cent) of the equity of the SPV at all times until two years from Installation Milestone as per the AMISP Contract and 26% for the remaining term of the AMISP Contract.

3.6 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then subject to this Clause, such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the SPV to another Affiliate or to the Parent Company / Ultimate Parent Company/to a financial partner who will hold shares in the SPV. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

Provided that in case the Lead Member or Sole Bidder is holding equity through Affiliate's, Ultimate Parent Company or Parent Company, such restriction shall apply to such entities.

Provided further, that the aggregate equity share holding of the Bidding Consortium or a Sole Bidder in the issued and paid-up equity share capital of the SPV shall not be less than hundred percent (100%) up to a period of two (2) years after Installation Milestone and the lead Consortium Member shall have the equity share holding not less than fifty one percent (51%). In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above.

3.7 The Selected Bidder may invest in the equity share capital of the SPV through its Affiliate(s) or Ultimate Parent Company or Parent Company. If the Selected Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company, the Selected Bidder shall be liable to ensure that minimum equity holding limits as specified in Clause 3.2 above.

Revised Intellectual Property

Section - 3

13. Intellectual Property

13.1 The original source code of the product software delivered by OEM/Service Provider/ AMISP under the agreement shall be the property of the OEM/Service Provider/ AMISP, whereas OEM/Service Provider/ AMISP shall at all times be liable to provide all assistance to BSES using the said source code specific to the needs of BSES, without any additional cost, according to the provision of the agreement. Whereas in case of change of management of OEM/Service Provider/ AMISP in case of following defaults, it shall be the responsibility of OEM/Service Provider/ AMISP to transfer the original source code to BSES before such corporate event and BSES shall have charge over the same in such circumstances:

a) cessation of business or dissolution of the supplier,

b) cessation of marketing of the software subject to the contract before the end of the contract and/or cessation of maintenance of the software under the contract

c) termination of the contract for failure of the provider to meet its contractual obligation

d) liquidation of the provider by mutual agreement or by court order.

It is however clarified that all further development & customization after the delivery of the Base product by OEM/Service Provider/ AMISP to BSES under the agreement, including the source code of the developments specific to the needs of BSES will be disclosed to BSES after a period of 8 years and such customized version of the product shall be property of BSES and BSES shall be free to use the same in any manner whatsoever.

AMISP acknowledges and agrees that AMISP has been specifically engaged by BRPL to deliver the services as detailed in this agreement. AMISP further acknowledges and agrees that the work product inclusive of materials having Intellectual Property Rights/copyright/mark/design (including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents) conceived, made, developed and/or created by AMISP specifically to the needs of BSES, either solely or jointly with others pursuant to this Agreement, is, and shall, for all intents and purposes, be deemed a “work made for

hire" for copyright purposes, with all intellectual property rights vesting and accruing therein shall be owned by BRPL as per clause 13.1.

Should BRPL be unable to secure AMISP's signatures on any document necessary to apply for, prosecute, obtain, or enforce any trade mark, copyright, or other right or protection relating to the work so developed by AMISP, whether due to AMISP's incapacity or any other cause, AMISP hereby irrevocably designates and appoints BRPL and each of its duly authorized directors, officers and agents as AMISP's agent and attorney in fact, to act for and on AMISP's behalf and stood and to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of trademarks, copyrights, or other rights or protections with the same force and effect as if executed and delivered by AMISP pursuant to this agreement.

AMISP shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the AMISP shall keep BRPL its officers/employees/directors indemnified, in full,/compensate/make good of losses suffered against all costs, expenses and liabilities howsoever including litigation cost, arising out any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the AMISP or its personnel during the course of performance of the Related Services.

In case of any legal proceedings/claims/disputes or other proceedings citing/alleging IPR infringement by the AMISP, AMISP shall solely be responsible to handle/defend all such proceedings/disputes with the power to settle such disputes, without affecting BRPL in any manner.

Notwithstanding anything above, no liability of BRPL shall arise in this respect, and any costs, damages, expenses, compensation payable by BRPL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, and the same shall be recoverable from AMISP.