

Amendment-I dated 20.06.2025 to the RFP Documents for selection of bidder as Transmission Service Provider to establish intra-state transmission system for “Evacuation Scheme for 2000 MW solar park at Ryapte village, Tumkur District” through tariff based competitive bidding process.

Sl. No.	Clause No.	Existing Provisions	New/ Revised/ Modified Provision
1.	Definition of “Due Date” (Article 1.1.1 of the TSA)	“Due Date” in relation to any Invoice shall mean the <u>thirtieth (30th)</u> day after the date on which any Invoice is received <u>and duly acknowledged by the Nodal Agency</u> (or, if that day is not a Business Day, the immediately following Business Day), <u>and by such date, the Invoice is payable by the Nodal Agency.</u>	“Due Date” in relation to any Invoice shall mean the <u>forty fifth (45th)</u> day after the date on which any Invoice is received (or, if that day is not a Business Day, the immediately following Business Day).
2.	Added Definition of Electricity (Late Payment Surcharge) Rules, 2022	--	“Electricity (Late Payment Surcharge and related matters) Rules, 2022” shall mean the rules notified by the Ministry of Power, Government of India, vide Notification No. G.S.R. 416(E) dated 03.06.2022, as amended from time to time, which govern the payment of late payment surcharge by a distribution licensee to a generating company, transmission licensee or trading licensee for delay in payment of charges beyond the due date, and include all subsequent amendments, modifications, clarifications, and re-enactments thereof (hereinafter referred to as LPS Rules, 2022).
3.	Definition of “Inter connection Facilities” (Article 1.1.1 of TSA)	“Inter connection Facilities” shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station’s / CTU’s / STU’s / InSTS Licensee’s <u>PCKL</u> substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipment not forming part of the Project;	“Inter connection Facilities” shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station’s / CTU’s / STU’s / InSTS Licensee’s substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipment not forming part of the Project;
4.	Definition of “Letter of Credit” or “LC”	“Letter of Credit” or “LC” shall mean an unconditional, irrevocable, <u>revolving</u> Letter of Credit opened by the	“Letter of Credit” or “LC” shall mean an unconditional, irrevocable Letter of Credit opened by the Nodal Agency in favour of the TSP with any

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	(Article 1.1.1 of TSA)	Nodal Agency in favour of the TSP with any scheduled bank;	scheduled bank <u>in line with Payment Security Mechanism mentioned in LPS Rules, 2022;</u>
5.	Article 8.2 of TSA	Target Availability: The Target Availability of each Element and the Project shall be <u>98%</u>	Target Availability: The Target Availability of each Element and the Project shall be <u>98.5%</u>
6.	ARTICLE: 13 EVENTS OF DEFAULT AND TERMINATION	g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of <u>98%</u> , for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen (18) months except where the Availability is affected by Force Majeure Events as per Article 11;	g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of <u>98.5%</u> , for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen (18) months except where the Availability is affected by Force Majeure Events as per Article 11;
7.	Article 10.3.2 of TSA	Late Payment Surcharge: Any amount due from one Party to the other, pursuant to this Agreement and remaining unpaid for thirty (30) days after the Due Date, <u>shall bear Late Payment Surcharge @ 1.25% per month on the unpaid amount. Such Late Payment Surcharge shall be calculated on simple rate basis and shall accrue from the Due Date until the amount due is actually received by the payee.</u>	Late Payment Surcharge: Any amount due from one Party to the other, pursuant to this Agreement and remaining unpaid for <u>forty-five (45)</u> days after the Due Date, <u>shall bear Late Payment Surcharge as per the LPS Rules, 2022.</u>
8.	Article 10.4.3.1 (i) of TSA	<u>(i) If Nodal Agency fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of seven (7) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit</u>	<u>(i) In case of non payment of dues by Nodal Agency, Power shall be regulated as per the LPS Rules, 2022 (as amended from time to time)</u>

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		<p>(i) <u>the TSP shall issue a notice to Nodal Agency within seven (7) days from such period highlighting the nonpayment of such amount by Nodal Agency;</u></p> <p>(ii) <u>If Nodal Agency still fails to pay such amount within a period of thirty (30) days after the issue of notice by TSP as mentioned in (i) above, the TSP shall approach the RLDC / SLDC (as the case may be) requesting for the alteration of the schedule of dispatch of the lowest cost power of Nodal Agency from the Central Generating Stations/ State Generating Stations (as the case may be), and the RLDC / SLDC shall continue to reschedule the lowest cost power till all the dues of the TSP are recovered;</u></p> <p><u>- Provided that in this case, the quantum of electricity and the corresponding period in which it would be rescheduled for dispatch shall be corresponding to the amount of default. This electricity will then be dispatched to other utilities by the concerned RLDC/SLDC, as the case may be, during the peak hours, i.e., 7pm to 10 pm. The price of this electricity will be determined as per the UI rate;</u></p> <p><u>- Provided further that the revenue from such diverted power would be used to pay the dues first of the generating company (which would include the capacity charges</u></p>	

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		<p><u>as well as the energy charges) and the remainder would be available for covering the default amount and the balance (if any), after recovering both the charges, would be paid to the defaulting Nodal Agency.</u></p>	
9.	Article 11.3 of TSA	<p>Force Majeure</p> <p>A ‘Force Majeure’ means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:</p> <p><u>(a) Natural Force Majeure Events:</u></p> <p><u>i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and</u></p>	<p>Force Majeure</p> <p>A ‘Force Majeure’ means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:</p> <p><u>(a) Natural Force Majeure Events:</u></p> <p><u>i. act of God, including lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, geological surprises, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and</u></p> <p><u>i. Direct Non–Natural Force Majeure Events</u></p>

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		<p><u>ii. epidemic/ pandemic notified by Indian Governmental Instrumentality. (b) Non-Natural Force Majeure Events :</u></p> <p><u>i. Direct Non–Natural Force Majeure Events</u></p> <ul style="list-style-type: none"> • <u>Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or</u> • <u>the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or</u> • <u>any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful,</u> 	<p><u>the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or</u></p> <p><u>ii. Indirect Non - Natural Force Majeure Events</u></p> <p><u>act of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or</u></p> <p><u>industry-wide strikes and labour disturbances, having a nationwide impact in India.</u></p>

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		<p><u>unreasonable and discriminatory and strikes the same down.</u></p> <p><u>ii. Indirect Non - Natural Force Majeure Events</u></p> <ul style="list-style-type: none"> • <u>act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or</u> • <u>radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or</u> • <u>industry-wide strikes and labour disturbances, having a nationwide impact in India.</u> 	
10.	Article 12.1 of TSA	<p><u>12.1 Change in Law</u></p> <p><u>12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-</u></p>	<p><u>12.1 Change in Law</u></p> <p><u>Change in Law' means the occurrence of any of the following events:</u></p>

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		<p><u>recurring expenditure by the TSP or any savings of the TSP:</u></p> <ul style="list-style-type: none"> • <u>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;</u> • <u>a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;</u> • <u>the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;</u> • <u>a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;</u> • <u>any change in the licensing regulations of the State Commission, under which the Transmission License for the Project was granted if made applicable by such State Commission to the TSP;</u> 	<p>a. <u>enactment, bringing into effect or promulgation of any new Indian law; or</u></p> <p>b. <u>adoption, amendment, modification, repeal or re-enactment of any existing Indian law; or</u></p> <p>c. <u>change in interpretation or application of any Indian law by a competent court, Tribunal or Indian Governmental Instrumentality which is the final authority under law for such interpretation or application; or</u></p> <p>d. <u>change by any competent statutory authority in any condition or covenant of any consent or clearances or approval or licence available or obtained for the project;</u></p> <p><u>or</u></p> <p>e. <u>coming into force or change in any bilateral or multilateral agreement or treaty between the Government of India and any other Sovereign Government having implications for the generating station or the transmission system regulated under these regulations.</u></p>

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		<ul style="list-style-type: none"> • <u>change in wind zone; or</u> • <u>any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.</u> <p><u>12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:</u></p> <p>a) <u>Taxes on corporate income; and</u></p> <p>b) <u>Withholding tax on income or dividends distributed to the shareholders of the TSP.</u></p>	
11.	Article 12.2.1 of TSA	During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.	During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement <u>subject to approval of the State Commission.</u>
12.	Article 16.1 of TSA	Governing Law: This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in <u>Delhi</u> .	Governing Law: This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in <u>Karnataka.</u>

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13.	1.2 of Illustration-7 Schedule 4	<p>Computation of Monthly Transmission Charges</p> <p>The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:</p> <p>For AC System:</p> <p>a. If Actual Transmission System Availability for the month m of contract year n is <u>greater than or equal to 98% and less than or equal to 98.5%</u>; Monthly Transmission Charges $MTC(m) = T_{mn} * 1$</p> <p>b. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;</p> <p>Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 98.5\%)$</p> <p>c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;</p> <p>Monthly Transmission Charges $MTC(m) = T_{mn} * (99.75\% / 98.5\%)$</p> <p>d. If Actual Transmission System Availability for the month m of contract year n is less than <u>98%</u> and greater than or equal to 95.00%;</p> <p>Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 98\%)$</p>	<p>Computation of Monthly Transmission Charges</p> <p>The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:</p> <p>For AC System:</p> <p>a. If Actual Transmission System Availability for the month m of contract year n is equal to <u>98.50%</u>;</p> <p>Monthly Transmission Charges $MTC(m) = T_{mn} * 1$</p> <p>b. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;</p> <p>Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 98.5\%)$</p> <p>c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;</p> <p>Monthly Transmission Charges $MTC(m) = T_{mn} * (99.75\% / 98.5\%)$</p> <p>d. If Actual Transmission System Availability for the month m of contract year n is less than <u>98.5%</u> and greater than or equal to 95.00%;</p> <p>Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 98.5\%)$</p>

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		<p>e. If Actual Transmission System Availability for the month m of contract year falls below 95%; Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ \underline{98\%}) - 0.02 * (T_{mn} * (AA/ 95\%))$</p> <p>For DC System:</p> <p>a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%; Monthly Transmission Charges $MTC(m) = T_{mn} * 1$</p> <p>a. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%; Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 96\%)$</p> <p>c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%; Monthly Transmission Charges $MTC(m) = T_{mn} * (99.75\% / 96\%)$</p> <p>d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%; Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 95\%)$</p>	<p>e. If Actual Transmission System Availability for the month m of contract year falls below 95%; Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ \underline{98.5\%}) - 0.02 * (T_{mn} * (AA/ 95\%))$</p> <p>For DC System:</p> <p>a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%; Monthly Transmission Charges $MTC(m) = T_{mn} * 1$</p> <p>b. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%; Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 96\%)$</p> <p>c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%; Monthly Transmission Charges $MTC(m) = T_{mn} * (99.75\% / 96\%)$</p> <p>d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%; Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 95\%)$</p>

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		<p>e. If Actual Transmission System Availability for the month m of contract year falls below 92%; Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 95\%) - 0.02 * (T_{mn} * (AA/ 92\%))$ where:</p> <ul style="list-style-type: none"> • AA is the actual Availability, as certified by RPC, as per procedure provided in Schedule 6. • m is the month in Contract Year ‘n’ • T_{mn}= Transmission Charges for the month ‘m’ in Contract Year ‘n’ = (=Transmission Charge/ no. of days in the Year n)* no. of days in month m <p>Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.</p>	<p>e. If Actual Transmission System Availability for the month m of contract year falls below 92%; Monthly Transmission Charges $MTC(m) = T_{mn} * (AA/ 95\%) - 0.02 * (T_{mn} * (AA/ 92\%))$ where:</p> <ul style="list-style-type: none"> • AA is the actual Availability, as certified by RPC, as per procedure provided in Schedule 6. • m is the month in Contract Year ‘n’ • T_{mn}= Transmission Charges for the month ‘m’ in Contract Year ‘n’ = (=Transmission Charge/ no. of days in the Year n)* no. of days in month m <p>Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.</p>

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14.	Schedule: 6 of TSA	<p><u>Availability shall be calculated and declared separately for each voltage level.</u></p> <p><u>The transmission system availability shall be declared as per the formula mentioned below. The transmission elements shall be grouped into following categories for the purpose of calculation of availability of transmission systems</u></p>	<p><u>Transmission system availability factor for a calendar month (TAFM) shall be calculated by the transmission licensee, got verified and certified by SLDC separately for each voltage level.</u></p> <p><u>The transmission system availability shall be declared as per the formula mentioned below. The transmission elements shall be grouped into following categories for the purpose of calculation of availability of transmission systems</u></p>