TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

ESTABLISHING 2 X 150 MVA, 220/66/11 KV GAS INSULATED STATION AT HOSAKOTE (NEW) IN HOSAKOTE TALUK, BENGALURU RURAL DISTRICT

BETWEEN THE

POWER COMPANY OF KARNATAKA LIMITED (PCKL)

(Nodal Agency)

AND

…… (Insert the name of SPV)

CONTENTS

THIS TRANSMISISON SERVICE AGREEMENT (hereinafter referred to as “TSA” or “Agreement” or "the Agreement” or “this Agreement") is made on the ……. [Insert day] of……. [Insert month] of Two Thousand and…… [Insert Year]

BETWEEN:

The ……..[Insert name and registered address of “Nodal Agency” for the project] acting as a Nodal Agency (referred to as the “Nodal Agency”), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

……. [Insert Name of the Transmission Service Provider], incorporated under the Companies Act, 1956/ Companies Act, 2013 (as the case may be), having its registered office at …….. (herein after referred to as “Transmission Service Provider” or “TSP” or “InSTS Licensee”, which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

(“Nodal Agency” and “TSP” are individually referred to as “Party” and collectively as the “Parties”)

AND WHEREAS:

A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in Schedule 1 (hereinafter referred to as the Project)

B) Pursuant to the said e-reverse bidding process, the BPC has identified the Successful Bidder, who will be responsible to set up the Project on build, own, operate and transfer basis to provide Transmission Service in accordance with the terms of this Agreement and the Transmission License.

C) The Selected Bidder have submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of

(…… Insert the name of SPV), along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.

D) The TSP has agreed to make an application for a Transmission License to the State Commission for setting up the Project on build, own, operate and transfer basis.

E) The TSP has further agreed to make an application to the State Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.

F) The TSP agrees to the terms and conditions of this agreement, for making available the InSTS and charge the Transmission Charges in accordance with the terms and conditions of this agreement.

G) The billing, collection and disbursement of the Transmission Charges by the PCKL to the Licensee shall be governed as per this agreement.

H) The terms and conditions stipulated in the Transmission License issued by the State Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the Transmission License terms & conditions and the conditions of this Agreement, the conditions stipulated in the Transmission License granted by the State Commission shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE: 1

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

1.1.1 The words / expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued / framed by the State Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which it shall bear its ordinary English meaning.

The words/expressions when used in this Agreement shall have the respective meanings as specified below:

"Acquisition Price" shall have the same meaning as defined in the Share Purchase Agreement;

"Act" or **"Electricity Act"** or **"Electricity Act 2003"** shall mean the Electricity Act, 2003 and any amendments made to the same or any succeeding enactment thereof;

"Affiliate" shall mean a company that either directly or indirectly

i. controls or

ii. is controlled by or

iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and "**control**" means ownership by one entity of at least twenty six percent (26%) of the voting rights of the other entity;

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in, Annexure V of Karnataka Electricity Regulatory Commission (Multi Year Transmission, Distribution and Retail Supply Tariff) Regulations, 2024 attached herewith in Schedule 6;

"Bid" shall mean technical bid and financial bid submitted by the Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP;

"Bid Deadline" shall mean the last date and time for submission of the Bid in response to RFP, as specified in the RFP;

"Bidding Company" shall refer to such single company that has made a Response to RFP for the Project;

"Bidding Consortium / Consortium" shall refer to a group of companies that has collectively made a Response to RFP for the Project;

"Bid Documents" or **"Bidding Documents"** shall mean the RFP, along with all attachments thereto or clarifications thereof;

"Bidding Guidelines" shall mean the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under Section – 63 of the Electricity Act as amended from time to time;

"Bid Process Coordinator" or **"BPC"** shall mean a person or its authorized representative as notified by the Government of Karnataka, responsible for carrying out the process for selection of Bidder who will acquire Transmission Service Provider;

"Business Day" shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the Nodal Agency's registered office is located and the concerned TSP are located;

"CEA" shall mean the Central Electricity Authority constituted under Section -70 of the Electricity Act;

"Change in law" shall have the meaning ascribed thereto in Article 12;

"Commercial Operation Date" or **"COD"** shall mean the date as per Article 6.2;

"Central Commission" or **"CERC"** shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, 2003 or its successors and assigns;

"Central Government" shall mean the Government of India;

"Competent Court of Law" shall mean the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to the Project;

"Connection Agreement" shall mean the agreement between the CTU or STU or any other concerned parties and the TSP, setting out the terms relating to the connection of the Project to the Inter connection Facilities and use of the Inter State Transmission System / Intra State Transmission System (as the case may be) as per the provisions of the IEGC/State Grid Code, as the case may be;

"Consultation Period" shall mean the period of sixty (60) days or such longer period as the Parties may agree, commencing from the date of issue of a TSP's Preliminary Notice or a Nodal Agency's Preliminary Termination Notice, as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;

"Consents, Clearances and Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the development, execution and operation of Project including without any limitation for the construction, ownership, operation and maintenance of the Transmission Lines and/or sub-stations;

"Construction Period" shall mean the period from (and including) the Effective Date of the Transmission Service Agreement up to (but not including) the COD of the Element of the Project in relation to an Element and up to (but not including) the COD of the Project in relation to the Project;

"Contractors" shall mean the engineering, procurement, construction, operation & maintenance contractors, surveyors, advisors, consultants, designers, suppliers to the TSP and each of their respective sub-contractors (and each of their respective successors and permitted assigns) in their respective capacities as such;

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, or insurance surety bond or Payment on Order Instrument submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8 (for bank guarantee) or Schedule 8A (for insurance surety bond issued by any of the insurance companies authorized by Insurance

Regulatory and Development Authority of India), or Schedule-8B (for Payment on Order Instrument issued by PFC/REC/IREDA, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee or insurance surety bond or Payment on Order Instrument furnished by the TSP under this Agreement;

"Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning on the COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the TSA;

"CTU" or **"Central Transmission Utility"** shall have same meaning as defined in the Electricity Act, 2003;

"Day" shall mean a day starting at 0000 hours and ending at 2400 hours;

"D/C" shall mean Double Circuit;

"Dispute" shall mean any dispute or difference of any kind between the Parties, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16;

"Due Date" in relation to any Invoice shall mean the forty fifth (45th) day after the date on which any Invoice is received (or, if that day is not a Business Day, the immediately following Business Day);

"Effective Date" for the purposes of this Agreement, shall have the same meaning as per Article 2.1 of this Agreement;

"Electrical Inspector" shall mean a person appointed as such by the State Government under sub-section (1) of Section 162 of the Electricity Act 2003 and also includes Chief Electrical Inspector;

"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)

"Electricity Rules 2005" shall mean the rules framed pursuant to the Electricity Act 2003 and as amended from time to time;

"Element" shall mean each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of Sub-station or switching station or HVDC terminal or inverter station of the Project, including ICTs, Reactors, SVC, FSC, etc. forming part of the InSTS, which will be owned, operated and maintained by the concerned Licensee, and which has a separate Scheduled COD as per Schedule 2 of this Agreement and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 5 of this Agreement;

"Event of Default" shall mean the events as defined in Article 13 of this Agreement;

"Expiry Date" shall be the date which is thirty five (35) years from the COD of the Project;

"Financial Closure" shall mean the first Business Day on which funds are made available to the TSP pursuant to the Financing Agreements;

"Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in the RFP;

"Financing Agreements" shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Nodal Agency;

"Financial Year" shall mean a period of twelve months at midnight Indian Standard Time (IST) between 1st April & 31st March;

"Force Majeure" and **"Force Majeure Event"** shall have the meaning assigned thereto in Article 11;

"GOI" shall mean Government of India;

"Grid Code" / "IEGC" or "State Grid Code" shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act as applicable;

"Independent Engineer" shall mean an agency/ company, appointed by Nodal Agency in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects.

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or CERC or KERC or tribunal or judicial or quasi-judicial body in India but excluding the CTU, TSP and the PCKL;

"Insurances" shall mean the insurance cover to be obtained and maintained by the TSP in accordance with Article 9 of this Agreement;

"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;

"Invoice" shall mean a Monthly Transmission Charges Invoice or Monthly Bill comprising the Monthly Transmission Charges, as per Schedule 4 hereof, a Supplementary Invoice or any other Invoice or Bill raised by any of the Parties;

"Licensee" shall be the TSP under this Agreement, consequent to having been awarded a Transmission License by the State Commission and shall be referred to as the TSP or the Licensee, as the context may require in this Agreement;

"Law" or "Laws" in relation to this Agreement, shall mean all laws including electricity laws in force in India and any statute, ordinance, rule, regulation, notification, order or code, or any interpretation of any of them by an Indian Governmental Instrumentality having force of law and shall include all rules, regulations, decisions and orders of the State Commission;

"Lead Member of the Bidding Consortium" or "Lead Member" shall mean a company who commits at least 26% equity stake in the Project, meets the technical requirement as specified in the RFP and so designated by other Member(s) in Bidding Consortium;

"Lenders" means the banks, financial institutions, multilateral funding agencies, non-banking financial companies registered with the Reserve Bank of India (RBI), insurance companies registered with the Insurance Regulatory & Development Authority (IRDA), pension funds regulated by the Pension Fund Regulatory & Development Authority (PFRDA),mutual funds registered with Securities & Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the Project to provide the TSP with the debt financing described in the capital structure schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the TSP of its obligations to the Nodal Agency under this Agreement in any manner and shall also does not lead to an increase in the liability of the Nodal Agency;

"Lenders Representative" shall mean the person notified by the Lender(s) in writing as being the representative of the Lender(s) or the Security Trustee and such person may from time to time be replaced by the Lender(s) pursuant to the Financing Agreements by written notice to the TSP;

"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 scheduled bank in line with Payment Security Mechanism mentioned in LPS Rules, 2022;

"Letter of Intent" or **"LOI"** shall have the same meaning as in the RFP;

"Licensee" shall be the TSP under this Agreement, consequent to having been awarded a Transmission License by the State Commission and shall be referred to as the TSP or the Licensee, as the context may require in this Agreement ;

"Member in a Bidding Consortium / Member" shall mean each company in the Bidding Consortium;

"Month" shall mean a period of thirty (30) days from (and excluding) the date of the event;

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified

in Schedule 5 of this Agreement multiplied by no. of days in the relevant month and divided by no. of days in the year;

"National Load Despatch Centre" shall mean the centre established as per sub-section (1) of Section 26 of the Electricity Act 2003;

"State Load Despatch Centre" shall mean the centre established as per sub-section (1) of Section 31 of the Electricity Act 2003;

"**Nodal Agency**" shall mean PCKL, which shall execute and implement the Transmission Service Agreement (TSA);

"Notification" shall mean any notification, issued in the Gazette of India/State Government;

"Operating Period" for any Element of the Project shall mean the period from (and including) the COD of such Element of the Project, up to (and including) the Expiry Date and for the Project, shall mean the period from (and including) the COD of the Project, up to (and including) the Expiry Date;

"Parent Company" shall mean an entity that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidding Company or in the Member in a Bidding Consortium, as the case may be;

"Payment on Order Instrument" shall mean Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP)], to pay in case situation of default of Transmission Service Provider (TSP) in terms of tender conditions/ Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Nodal Agency on demand within stipulated time. TSPs can seek such Letter(s) by offering due security to the above-mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC). Nodal Agency shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC;

"Preliminary Termination Notice" shall mean a Nodal Agency's Preliminary Termination Notice as defined in Article 13 of this Agreement;

"Project" shall mean "Establishing 2 x 150 MVA, 220/66/11 kV Gas Insulated station at Hosakote (New) in Hosakote taluk, Bengaluru Rural District" as detailed in Schedule 1 of this Agreement;

"**Project Assets**" shall mean all physical and other assets relating to and forming part of the Project including:

(a) rights over the Site for substations, ROW for transmission lines;

(b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;

(c) project facilities situated on the Site;

(d) all rights of the TSP under the project agreements;

(e) financial assets, such as receivables, security deposits etc;

(f) insurance proceeds; and

(g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

"Project Execution Plan" shall mean the plan referred to in Article 3.1.3(c) hereof;

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of the Project and which practices, methods and standards shall be adjusted as necessary, to take account of:

(i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,

(ii) the requirements of Law, and

(iii) the physical conditions at the Site;

(iv) the safety of operating personnel and human beings;

"Rated Voltage" shall mean voltage at which the Transmission System is designed to operate or such lower voltage at which the line is charged, for the time being, in consultation with the State Transmission Utility;

"Rebate" shall have the meaning as ascribed to in Article 10.3 of this Agreement;

"RFP" shall mean Request for Proposal dated 14.08.2025 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

"RFP Project Documents" shall mean the following documents to be entered into in respect of the Project, by the Parties to the respective agreements:

a. Transmission Service Agreement,

b. Share Purchase Agreement, and

c. Any other agreement as may be required;

"RLDC" shall mean the relevant Regional Load Dispatch Centre as defined in the Electricity Act, 2003, in the region(s) in which the Project is located;

"RPC" shall mean the relevant Regional Power Committee established by the Government of India for the specific Region(s) in accordance with the Electricity Act, 2003 for facilitating integrated operation of the Power System in that Region;

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 2 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 2 as against such Project, subject to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties;

"Scheduled Outage" shall mean the final outage plan as approved by the RPC / SLDC as per the provisions of the Grid Code;

"Selected Bid" shall mean the technical Bid and the Final Offer of the Selected Bidder submitted during e-reverse bidding, which shall be downloaded and attached in Schedule 7 on or prior to the Effective Date;

"Share Purchase Agreement" shall mean the agreement amongst REC Power Development and Consultancy Limited, (…… Insert the name of SPV) and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the (…… Insert the name of SPV) for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

"Site" in relation to a substation, switching station or HVDC terminal or inverter station, shall mean the land and other places upon which such station / terminal is to be established;

"SLDC" shall mean the State Load Despatch Centre established as per sub-section (1) of Section 31 of the Electricity Act 2003;

"State Commission" or "KERC" shall mean the Karnataka Electricity Regulatory Commission referred to in sub-section (1) of section 82 of the Electricity Act, 2003 or its successors and assigns;

"State Government" shall mean the Government of Karnataka;

"STU" or **"State Transmission Utility" of "Karnataka Power Transmission Corporation Limited (KPTCL)"** shall be the Board or the Government company, specified as such by the State Government under sub-section (1) of Section 39 of the Electricity Act 2003;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to the RFP and who has to acquire one hundred percent (100%) equity shares of (…… Insert the name of SPV), along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and transfer basis as per the terms of the TSA and other RFP Project Documents;

"TSP's Preliminary Notice" shall mean a notice issued by the TSP in pursuant to the provisions of Article 13.3 of this Agreement;

"Target Availability" shall have the meaning as ascribed hereto in Article 8.2 of this Agreement;

"Technically Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in RFP;

"Termination Notice" shall mean a Nodal Agency's Termination Notice given by the Nodal Agency to the TSP pursuant to the provisions of Articles 3.3.2, 3.3.4, 4.4.2, 5.8, 13.2 and 13.3 of this Agreement for the termination of this Agreement;

"Term of Agreement" for the purposes of this Agreement shall have the meaning ascribed thereto in Article 2.2 of this Agreement;

"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the State Commission, payable to the TSP by Nodal Agency as per the provisions of TSA;

"Transmission License" shall mean the license granted by the State Commission in terms of the relevant regulations for grant of such license issued under the Electricity Act;

"Transmission Service" shall mean making the Project available as per the terms and conditions of this Agreement;

"Unscheduled Outage" shall mean an interruption resulting in reduction of the Availability of the Element(s) / Project (as the case may be) that is not a result of a Scheduled Outage or a Force Majeure Event.

"Ultimate Parent Company" shall mean an entity which owns at least twenty six percent (26%) equity in the Bidding Company or Member of a Consortium, (as the case may be) and in the Technically Evaluated Entity and / or Financially Evaluated Entity (as the case may be) and such Bidding Company or Member of a Consortium, (as the case may be) and the Technically Evaluated Entity and / or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such entity;

1.2 Interpretation:

Save where the contrary is indicated, any reference in this Agreement to:

"Agreement" shall be construed as including a reference to its Schedules, Appendices and Annexures;

"Rupee", **"Rupees"** and **"Rs."** shall denote lawful currency of India;

"crore" shall mean a reference to ten million (10,000,000) and a **"lakh"** shall mean a reference to one tenth of a million (1,00,000);

"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

"holding company" of a company or corporation shall be construed as a reference to any company or corporation of which the other company or corporation is a subsidiary;

"indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

"person" shall have the meaning as defined in Section 2(49) of the Act;

"subsidiary" of a company or corporation (the holding company) shall be construed as a reference to any company or corporation:

(i) which is controlled, directly or indirectly, by the holding company, or

(ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

(iii) which is a subsidiary of another subsidiary of the holding company,

for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"winding-up", **"dissolution"**, **"insolvency"**, or **"reorganization"** in the context of a company or corporation shall have the same meaning as defined in the Companies Act, 1956/ Companies Act, 2013 (as the case may be).

1.2.1 Words importing the singular shall include the plural and vice versa.

1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.

1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.

1.2.8 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement.

1.2.9 The contents of Schedule 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 hereof.

ARTICLE: 2

2 EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

This Agreement shall be effective from later of the dates of the following events:

a. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement; and

b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of REC Power Development and Consultancy Limited in (…… Insert the name of SPV) along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement. and

c. The Agreement is executed and delivered by the Parties;

2.2 Term and Termination:

2.2.1 Subject to Article 2.2.3 and Article 2.4, this Agreement shall continue to be effective in relation to the Project until the Expiry Date, when it shall automatically terminate.

2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to KPTCL or its successors or an agency as decided by the Government of Karnataka at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which KPTCL or its successors or an agency as decided by the State Government shall be entitled to take over the Project Assets Suo moto.

2.2.3 This Agreement shall terminate before the Expiry Date in accordance with Article 13 or Article 3.3.2 or Article 3.3.4.

2.3 Conditions prior to the expiry of the Transmission License

2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the State Commission at least two (2) years before the date of expiry of the Transmission License, seeking the State Commission's approval for the extension of the term of the Transmission License up to the Expiry Date.

2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Nodal Agency fully informed about the progress on its application for extension of the term of the Transmission License.

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations/ roles and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it effect the survival of any continuing obligations/ roles for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Articles 3.3.3, 3.3.5, Article 9.3 (Application of Insurance Proceeds), Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability & Indemnification), Article 16 (Governing Law & Dispute Resolution), Article 19 (Miscellaneous).

2.5 Applicability of the provisions of this Agreement

2.5.1 For the purpose of Availability, Target Availability and the computation of Availability, Incentive, Penalty, the provisions provided in this Agreement shall apply and any future modifications in the relevant Rules and Regulations shall not be applicable for this Project.

2.5.2 For the purposes of this Agreement for InSTS 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), Article 15 (Assignment and Charges), Articles16.1,16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the Licensee) of this agreement shall supersede the corresponding provisions of relevant Regulations.

ARTICLE: 3

3 CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the TSP

3.1.1 Within ten (10) days from the date of issue of Letter of Intent, the Selected Bidder, shall:

a. Provide the Contract Performance Guarantee, and

b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of (…… Insert the name of SPV) from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of (…… Insert the name of SPV), along with all its related assets and liabilities.

c. Execute this Agreement;

The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act.

The Selected Bidder, on behalf of the TSP, will provide to the Power Company of Karnataka Limited (being the Nodal Agency) the Contract Performance Guarantee for an amount of Rs 25 Crore (Rupees Twenty-Five Crore Only).

3.1.2 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. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.

3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), unless such completion is affected due to any Force Majeure Event, or if any of the activities is specifically waived in writing by the Nodal Agency:

a. To obtain the Transmission License for the Project from the State Commission;

b. To obtain the order for adoption of Transmission Charges by the State Commission, as required under Section 63 of the Electricity Act 2003;

c. To submit to the Nodal Agency, STU & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Independent Engineer &) Nodal Agency in the same time period. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 2 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing and commissioning to commercial operation;

d. To submit to the Nodal Agency, STU & Independent Engineer a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;

e. To submit to the Nodal Agency, STU & Independent Engineer detailed specifications of conductor meeting the functional specifications specified in RFP;

f. To achieve Financial Closure;

g. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents; and

h. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and shall have given to such Contractor an irrevocable notice to proceed;

3.2 Recognition of Lenders' Rights by the Nodal Agency

3.2.1 The Nodal Agency hereby accepts and acknowledges the rights provided to the Lenders as per Article 15.3 of this Agreement and all other RFP Project Documents.

3.3 Consequences of non-fulfilment of conditions subsequent

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 Power Company of Karnataka Limited (being the nodal agency) additional Contract Performance Guarantee of Rupees 2.50 Crores (Rs. Two Crore and Fifty Lakhs Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Power Company of Karnataka 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 Power Company of Karnataka 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.

3.3.2 Subject to Article 3.3.4, if:

(i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof; or

(ii) the TSP furnishes additional Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

the Nodal Agency shall have the right to terminate this Agreement, by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to Government of Karnataka, STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

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 25 Crore (Rupees Twenty-Five 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.

It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.

3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to Government of Karnataka, STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Nodal Agency may take steps to bid out the Project again.

3.3.6 The Nodal agency, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA.

3.4 Progress Reports

The TSP shall notify the Nodal Agency and STU in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3.

ARTICLE: 4

4 DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

Subject to the terms and conditions of this Agreement, the TSP at its own cost and expense shall observe, comply with, perform, undertake and be responsible:

a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;

b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:

i. the Electricity Act and the Rules made thereof;

ii. the Grid Code;

iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:

- the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
- Central Electricity Authority (Grid Standard) Regulations, 2010;
- Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
- Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.

iv. Safety/ security Guidelines laid down by the Central Government and State Government;

v. Prudent Utility Practices, relevant Indian Standards and the Law;

not later than the Scheduled COD as per Schedule 2 of this Agreement;

c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.

d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;

e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Inter connection Facilities;

f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;

g. to provide to the Nodal Agency and STU, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable the STU to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities;

h. to comply with Ministry of Power order no. 25-11/6/2018 – PG dated 02.07.2020 as well as other Guidelines issued by Govt. of India pertaining to this;

i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. A-1/2021-FSC- Part(5) dated 16.11.2021 and No.: P45021/2/2017-PP (BE-II)-Part-4 Vol.II dated 19.07.2024 issued by Ministry of Power for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

Also, to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021, OM No. F.7/10/2021-PPD dated 08.06.2021 and Order (Public Procurement No 4) bearing File No. F.7/10/2021-PPD dated 23.02.2023 as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

j. to submit to Nodal Agency information in the prescribed format [To be devised by Nodal Agency for ensuring compliance to Article 4.1 i) above.

k. to comply with all its obligations undertaken in this Agreement.

4.2 Roles of the Nodal Agency in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, the Nodal Agency shall be the holder and administrator of this Agreement and shall inter alia:

a. appoint an Independent Engineer within 90 days of the Effective Date

b. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;

c. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and

d. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc

e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and

f. perform any other responsibility (ies) as specified in this Agreement.

4.3 Time for Commencement and Completion:

a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve

Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;

b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

4.4.1 In the event that the TSP is unable to perform its obligations for the reasons solely attributable to the Nodal Agency, the Scheduled COD shall be extended, by a 'day to day' basis, subject to the provisions of Article 13.

4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article 11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. Alternatively, if deemed necessary, the Nodal Agency may terminate the Agreement as per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to Government of Karnataka, STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5 Metering Arrangements:

4.5.1 The TSP shall comply with all the provisions of the Grid Code and the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time, with regard to the metering arrangements for the Project. The TSP shall fully cooperate with the CTU / STU / RLDC and extend all necessary assistance in taking meter readings.

4.6 Interconnection Facilities:

4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for connecting the Project with the Interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Nodal Agency shall be responsible for coordinating to make available the Interconnection Facilities.

4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.

ARTICLE: 5

5 CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, testing and commissioning each Element of the Project by the Scheduled COD in accordance with the Regulations and other applicable Laws specified in Article 4.1 of this Agreement.

5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).

5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits related but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and shall furnish to the Nodal Agency such copy/ies of each Consents, Clearances and Permits, on demand. Nodal Agency shall provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time for obtaining the Consents, Clearances and Permits required for the Project

5.1.4 The TSP shall be responsible for:

(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield Substation (Switching Station HVDC Terminal or Inverter Station or in the Scope of TSA;

- For a Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by the BPC in their Survey Report.
- For load Serving Substation within the scope of TSP shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report

- For an intermediate Substation shall not be beyond 10 Km radius of the location proposed by the BPC in their Survey Report.

(b) final selection of Site including its geo-technical investigation;

(c) survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;

(d) seeking access to the Site and other places where the Project is being executed, at its own risk and costs, including payment of any crop, tree compensation or any other compensation as may be required.

5.1.5 In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP and no changes would be allowed in the Transmission Charges on account of any variation in the resettlement and rehabilitation cost. The TSP shall provide assistance on best endeavour basis, in implementation of the resettlement and rehabilitation package, if execution of such package is in the interest of expeditious implementation of the Project and is beneficial to the Project affected persons.

5.2 Appointing Contractors:

5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.

5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make the Nodal Agency liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the STU, Nodal Agency & Independent Engineer, on a monthly basis, progress reports along with likely completion date of each Element with regard to the Project and its execution (in accordance with prescribed form). The Nodal Agency/ STU shall monitor the development of the Project for its timely completion for improving and augmenting the electricity system as a part of its statutory responsibility.

5.4 Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanship using sound engineering and construction practices, and using only materials and equipment that are new and manufactured as per the MQP and following approved FQP for erection, testing & commissioning and complying with Indian /International Standards such that, the useful life of the Project will be at least thirty five (35) years from the COD of the Project.

The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed.

5.5 Progress Monitoring & Quality Assurance:

5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 c) shall comprise of detailed schedule of all the equipments / items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include

various stages of the construction schedule up to the commissioning of the Project.

5.5.2 Nodal Agency, STU & Independent Engineer shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.

5.5.3 Independent Engineer shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.

5.5.4 The Independent Engineer shall monitor the following during construction of the Project:

a) Quality of equipments, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipments, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.

b) Progress in the activities specified in Condition Subsequent

c) Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements

d) Progress of construction of substation and Transmission Lines

5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the progress, Nodal Agency and/ or STU shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement

The TSP shall retain at the Site and make available for inspection at all reasonable times, copies of the Consents, Clearances and Permits, construction drawings and other documents related to construction.

5.7 Supervision of work:

The TSP shall provide all necessary superintendence for execution of the Project and its supervisory personnel shall be available to provide full-time superintendence for execution of the Project. The TSP shall provide skilled personnel who are experienced in their respective fields.

5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or STU and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or STU and/ or Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or STU and/ or the Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the STU and/ or the Nodal Agency, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to Government of Karnataka, STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

ARTICLE: 6

6 CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Interconnection Facilities:

6.1.1 The TSP shall give the RLDC(s), CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency,

6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be), for reasonable cause, including non-availability of Interconnection Facilities as per Article 4.2, can defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1, if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of thirty (30) days. Further, the Scheduled COD would be extended as required, for all such deferments on "day to day" basis.

6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:

a. it has been completed in accordance with this Agreement and the Connection Agreement;

b. it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and all other Indian legal requirements, and

c. The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.

d. It has satisfactorily met all the testing requirements as per Articles 6.1.4

6.1.4 Site Acceptance Test (SAT)/ pre-commissioning tests of all major substation equipment, component, system, facilities shall be successfully carried out before commissioning. The Type tests, FAT and SAT reports should be available at the substation / terminal station of HVDC installations for ready reference of operation and maintenance staff and has to be made available to the Independent Engineer appointed for quality monitoring or their authorised representatives, as and when they wish to examine the same.

6.2 Commercial Operation:

6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2.

Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared to have achieved their respective COD.

6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, TSP shall be eligible for the Monthly Transmission Charges applicable for such Element.

6.3 Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Nodal Agency)

6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s) of the Project, where such date is not before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency has continued for a period of more than three

(3) continuous or non-continuous Months, the TSP shall, until the effects of the Direct Non Natural Force Majeure Event or of Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency no longer prevent the TSP from connecting the Element(s) of the Project, be deemed to have achieved COD relevant to that date and to this extent, be deemed to have been providing Transmission Service with effect from the date notified, and shall be treated as follows:

a. In case of delay due to Direct Non Natural Force Majeure Event, TSP is entitled for Transmission Charges calculated on Target Availability for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.

b. In case of delay due to Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, TSP is entitled for payment for debt service which is due under the Financing Agreements, subject to a maximum of Transmission Charges calculated on Target Availability, for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.

c. In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, the TSP is entitled for payments mentioned in (a) and (b) above, after commencement of Transmission Service, in the form of an increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Nodal Agency from the TSP.

   Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay

to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not as penalty, without prejudice to any rights of the Nodal Agency under the Agreement.

6.4.2 The TSP's maximum liability under this Article 6.4 shall be limited to the amount of liquidated damages calculated in accordance with Article 6.4.1 for and up to six (6) months of delay for the Element or the Project.

Provided that, in case of failure of the TSP to achieve COD of the Element of the Project even after the expiry of six (6) months from its Scheduled COD, the provisions of Article 13 shall apply.

6.4.3 The TSP shall make payment to the Nodal Agency of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of the earlier of:

a. the date on which the applicable Element achieves COD; or

b. the date of termination of this Agreement.

The payment of such damages shall not relieve the TSP from its obligations to complete the Project or from any other obligation and liabilities under the Agreement.

6.4.4 If the TSP fails to pay the amount of liquidated damages to the Nodal Agency within the said period of ten (10) days, the Nodal Agency shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Nodal Agency under this Article 6.3 and the TSP fails to make payment of the balance amount of the liquidated damages not covered by the Contract Performance Guarantee, then such balance amount shall be deducted from the Transmission Charges payable to the TSP. The right of the Nodal Agency to encash the Contract Performance Guarantee is without prejudice to the other rights of the Nodal Agency under this Agreement.

6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article

5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

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 Rs 25 Crore (Rupees Twenty-Five Crore Only) or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.

6.5.2 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Nodal Agency under this Agreement.

ARTICLE: 7

7 OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the State Commission and CEA from time to time and provisions of the Act.

ARTICLE: 8

8 AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per schedule 6 of this agreement, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be 98.5%.

Payment of monthly Transmission charges based on actual availability will be calculated as per para 1.2 of Schedule 4 of this Agreement.

If the availability of any Element or the Project is below the Target Availability, for six consecutive months in a Contract Year, the Nodal Agency or STU may issue a show cause notice to the TSP, asking them to show cause as to why the Transmission Service Agreement be not terminated, and if no satisfactory cause is shown it may terminate the Agreement. If the Nodal Agency or STU is of the opinion that the transmission system is of critical importance, it may carry out or cause to carry the operation and maintenance of transmission system at the risk and cost of TSP.

ARTICLE: 9

9 INSURANCES

9.1 Insurance:

9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, adequate Insurances against such risks, with such deductibles including but not limited to any third party liability and endorsements and co-beneficiary/insured, as may be necessary under

a. any of the Financing Agreements,

b. the Laws, and

c. in accordance with Prudent Utility Practices.

The Insurances shall be taken effective from a date prior to the date of the Financial Closure till the Expiry Date.

9.2 Evidence of Insurance cover:

9.2.1 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 the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

9.3.1 Save as expressly provided in this Agreement, the policies of Insurances and the Financing Agreements, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

9.3.2 If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, the portion of the proceeds of such Insurance available to the TSP (after making admissible payments to the Lenders as per the Financing Agreements) shall be allocated only to the TSP. Nodal Agency and / or STU shall have no claim on such proceeds of the Insurance.

9.3.3 Subject to the requirements of the Lenders under the Financing Agreements, any dispute or difference between the Parties as to whether the Project is no longer economically and technically viable due to a Force

Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

9.4 Effect on liability of the Nodal Agency / STU

9.4.1 The Nodal Agency and STU shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

ARTICLE: 10

10 BILLING AND PAYMENT OF TRANSMISSION CHARGES

10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of this Agreement, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.1.1 Delivery of Invoices:

10.1.1.1 TSP's Invoices

a. Commencing with the month following the month in which the COD of an Element (which is first Commissioned) occurs, the TSP shall submit to the Nodal Agency by the fifth day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day) an Invoice in the Agreed Form (the "Monthly Transmission Charge Invoice") signed by the authorised signatory of the TSP setting out the computation of the Monthly Transmission Charges to be paid by the Nodal Agency to the TSP in respect of the immediately preceding month in accordance with this Agreement; and

b. Each Monthly Transmission Charge Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation and information as the Nodal Agency may reasonably require / request, from time to time.

10.1.1.2 Nodal Agency Invoices

a. The Nodal Agency shall (as and when any amount becomes due to be paid by TSP), on the fifth day of the month (or, if such day is not a Business Day, the immediately following Business Day) submit to the TSP an Invoice in the Agreed Form (the "Nodal Agency Invoice") setting out the computation of any amount that may be payable to it by the TSP for the immediately preceding month pursuant to this Agreement.

b. The Nodal Agency's Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation as the TSP may reasonably require/request, from time to time.

10.1.2 Payment of Invoices:

10.1.2.1 Any amount payable under an Invoice shall be paid in immediately available and freely transferable clear funds, for value on or before the Due Date, to such account of the TSP or Nodal Agency as shall have been previously notified to Nodal Agency or the TSP, as the case may be.

10.1.2.2 Where in respect of any month there is both:

a. an amount payable by the Nodal Agency to TSP pursuant to a Monthly Transmission Charge Invoice and

b. an amount payable by the TSP to Nodal Agency pursuant to a Nodal Agency Invoice as per provisions of this Agreement,

the two amounts, to the extent agreed to be set off by the TSP may, be set off against each other and the balance, if any, shall be paid by Nodal Agency to the TSP or by TSP to Nodal Agency, as the case may be.

10.1.2.3 The Nodal Agency shall pay the amount payable under the Monthly Transmission Charge Invoice and the Supplementary Bill on the Due Date to such account of the TSP, as shall have been previously notified by the TSP to the Nodal Agency in accordance with Article 10.1.2.6 below.

10.1.2.4 All payments made by the Nodal Agency shall be appropriated by the TSP in the following order of priority:

i. towards Late Payment Surcharge, payable to the TSP, if any;

ii. towards earlier unpaid Monthly Transmission Charge Invoice, if any;

iii. towards earlier unpaid Supplementary Bill, if any;

iv. towards the then current Monthly Transmission Charge Invoice, if any; and

v. towards the then current Supplementary Bill.

10.1.2.5 All payments required to be made under this Agreement shall only include any deduction or set off for:

i. deductions required by the Law; and

ii. amounts claimed by the Nodal Agency from the TSP, through an Invoice duly acknowledged by the TSP, to be payable by the TSP, and not disputed by the TSP within thirty (30) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that the Nodal Agency shall be entitled to claim any set off or deduction under this Article, after expiry of the said thirty (30) day period.

Provided further, the maximum amounts that can be deducted or set-off by all the Nodal Agency taken together under this Article in a Contract Year shall not exceed Rs. 8.33 Crores (Rupees Eight Crore and Thirty-Three Lakhs Only), except on account of payments under sub Article (i) above.

10.1.2.6 The TSP shall open a bank account at ……. [Insert identified place or account] (the "Designated Account") for all payments to be made by the Nodal Agency to the TSP, and notify the Nodal Agency of the details of such account at least ninety (90) days before the Scheduled COD of the first Element to the Nodal Agency. The Nodal Agency shall, on the day of payment, notify the TSP of the payment made to the Designated Account. The Nodal Agency shall also designate a bank account at …… [Insert identified place] for payments to be made by the TSP to Nodal Agency and notify the TSP of the details of such account ninety (90) days before the Scheduled COD of the first Element.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.

10.3 Rebate & Late Payment Surcharge:

10.3.1 **Rebate:** In case the Nodal Agency pays to the TSP in respect of a Monthly Transmission Charge Invoice or Supplementary Bill, the following shall apply:

a. For payment of Invoices through **letter of credit on presentation or through National Electronic Fund Transfer (NEFT) or Real Time Gross Settlement (RTGS) payment mode**,, a Rebate of 1.5% shall be allowed on the Monthly Transmission Charge Invoice

or Supplementary Bill for payments made within a period of 5 days of presentation of Invoice/bill; or

Explanation: In case of computation of '5 days', the number of days shall be counted consecutively without considering any holiday. However, in case the last day or 5th day is an official holiday, the 5th day for the purpose of rebate shall be construed as the immediate succeeding working day (as per the official State Government's calendar, where the Office of the Authorised Signatory or Representative of the Beneficiary, for the purpose of receipt or acknowledgement of Bill is situated).

b. Where payments are made on any day after 5 days and within a period of 30 days of presentation of invoices/bills, a rebate of 1% shall be allowed.

c. Applicable rate of Rebate at (a) and (b) above shall be based on the date on which the payment has been actually credited to the TSP's account. Any delay in transfer of money to the TSP's account, on account of a statutory holiday, public holiday, or any other reasons shall be to the account of the Nodal Agency provided that the Invoice is not submitted on the day immediately preceding a statutory holiday or public holiday.

d. No Rebate shall be payable on the bills raised on account of Change in Law relating to taxes, duties and cess;

Provided that if the Nodal Agency fails to pay a Monthly Transmission Charge Invoice/ Supplementary Bill or part thereof within and including the Due Date, the TSP shall recover such amount as per provisions of Article 10.4.3.1 (f).

10.3.2 Late Payment Surcharge: Any amount due from one Party to the other, pursuant to this Agreement and remaining unpaid after the Due Date, shall bear Late Payment Surcharge as per the LPS Rules, 2022.

10.4 Disputed Bills, Default in payment by the Nodal Agency & Annual Reconciliation:

10.4.1 Disputed Invoices

10.4.1.1 If either Party does not question or dispute an Invoice within thirty (30) days

of receiving it, the Invoice shall be considered correct, complete and conclusive between the Parties.

10.4.1.2 If either Party disputes any item or part of an item set out in any Invoice then that Party shall serve a notice (an "Invoice Dispute Notice") on the other Party setting out (i) the item or part of an item which is in dispute, (ii) its estimate of what such item or part of an item should be, (iii) and with all written material in support of its claim.

10.4.1.3 If the invoicing Party agrees to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.4.1.2, the invoicing Party shall revise such Invoice within seven (7) days of receiving such notice from the disputing Party and if the disputing Party has already made the excess payment, the invoicing Party shall refund to the disputing Party, such excess amount within fifteen (15) days of receiving such notice. In such a case, the excess amount shall be refunded along with interest at the same rate as the Late Payment Surcharge, which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.4.1.4 If the invoicing Party does not agree to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.4.1.2, it shall, within fifteen (15) days of receiving the Invoice Dispute Notice, furnish a notice to the disputing Party providing (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be; and (iii) all written material in support of its counter-claim.

10.4.1.5 Upon receipt of notice of disagreement to the Invoice Dispute Notice under Article 10.4.1.4, authorised representative(s) or a director of the board of directors/member of board of each Party shall meet and make best endeavours to amicably resolve such Dispute within fifteen (15) days of receiving such notice of disagreement to the Invoice Dispute Notice.

10.4.1.6 If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the Invoice Dispute Notice pursuant to Article 10.4.1.4, the matter shall be referred to Appropriate Commission for Dispute resolution in accordance with Article 16.

10.4.1.7 If a Dispute regarding a Monthly Transmission Charge Invoice or a Supplementary Invoice is settled pursuant to Article 10.3.1 or by Dispute resolution mechanism provided in this Agreement in favour of the Party that issues the Invoice Dispute Notice, the other Party shall refund the amount,

if any incorrectly charged and collected from the disputing Party or pay as required, within five (5) days of the Dispute either being amicably resolved by the Parties pursuant to Article 10.4.1.5 or settled by Dispute resolution mechanism, along with interest (at the same rate as Late Payment Surcharge) or Late Payment Surcharge from the date on which such payment had been made to the invoicing Party or the date on which such payment was originally due, as may be applicable.

10.4.1.8 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Nodal Agency shall, without prejudice to its right to Dispute, be under an obligation to make payment, of the lower of (a) an amount equal to simple average of last three (3) months Invoices (being the undisputed portion of such three months Invoices) and (b) Monthly Invoice which is being disputed, provided such Monthly Invoice has been raised in accordance with this Agreement.

10.4.2 Payment of Supplementary Bill

10.4.2.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

i. adjustments (if any) required by the Regional Energy Account / State Energy Account (as the case may be); or

ii. quarterly or annual reconciliation as per Article 10.4.5; or

iii. Change in Law as provided in Article 12,

and such Bill shall be paid by the other Party.

10.4.3 Payment Security Mechanism:

10.4.3.1 Establishment of Letter of Credit:

(a) Not later than one (1) Month prior to the Scheduled COD of the first Element of the Project, Nodal Agency shall, through a scheduled bank, open a Letter of Credit in favour of the TSP, to be made operative from a date prior to the Due Date of its first Monthly Transmission Charge Invoice under this Agreement and shall be renewed annually.

(b) The draft of the proposed Letter of Credit shall be provided by

Nodal Agency to the TSP not later than the Financial Closure of the Project and shall be mutually agreed between the Parties.

(c) The Letter of Credit shall have a term of twelve (12) Months and shall be for an amount:

(i) for the first Contract Year or for each subsequent Contract Year, equal to one point one (1.1) times the estimated average Monthly Transmission Charges based on Target Availability of the Elements or Project with Scheduled COD in such Contract Year, as the case may be;

(ii) Provided that, the TSP shall not make any drawl before the Due Date and shall not make more than one drawal in a month.

Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.3.1, otherwise than by reason of drawal of such Letter of Credit by the TSP, the Nodal Agency shall restore such shortfall within seven (7) days.

(d) Nodal Agency shall cause the scheduled bank issuing the Letter of Credit to intimate the TSP, in writing regarding establishing of such Letter of Credit.

(e) In case of drawal of the Letter of Credit by the TSP in accordance with the terms of this Article 10.4.3.1, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.

(f) If Nodal Agency fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.4.1.2, the TSP may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Nodal Agency, an amount equal to such Monthly Transmission Charge Invoice/Supplementary Bill or part thereof plus Late Payment Surcharge, if applicable, in accordance with Article 10.3.2 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i. a copy of the Monthly Transmission Charge Invoice/Supplementary Bill which has remained unpaid by Nodal Agency;

ii. a certificate from the TSP to the effect that the Invoice at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date; and

iii. calculations of applicable Late Payment Surcharge, if any.

Provided that failure on the part of the TSP to present the documents for negotiation of the Letter of Credit shall not attract any Late Payment Surcharge on the Nodal Agency.

(g) Nodal Agency shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.

(h) All costs relating to opening and maintenance of the Letter of Credit shall be borne by the Nodal Agency. However, the Letter of Credit negotiation charges shall be borne and paid by the TSP.

(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).

10.4.4 Payment Intimation

Nodal Agency shall remit all amounts due under an Invoice raised by the TSP to the TSP's account by the Due Date and notify the TSP of such remittance on the same day. Similarly, the TSP shall pay all amounts due under an Invoice raised by Nodal Agency by the Due Date to Nodal Agency’s account and notify Nodal Agency of such payment on the same day.

10.4.5 Quarterly and Annual Reconciliation

10.4.5.1 Parties acknowledge that all payments made against Monthly Bill(s) and

Supplementary Bill(s) shall be subject to quarterly reconciliation at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account Regional Energy Account/ State Energy Account, adjustments in Transmission Charges payments, Rebates, Late Payment Surcharge, Incentive, Penalty, or any other reasonable circumstance as may be mutually agreed between the Parties.

10.4.5.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, is available and has been finally verified and adjusted, the TSP and Nodal Agency shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the TSP or Nodal Agency, as the case may be, shall raise a Supplementary Bill for the payments as may be due as a result of reconciliation for the relevant quarter/ Contract Year and shall make payment of such Supplementary Bill for the adjustments in Transmission Charges payments for the relevant quarter/Contract Year.

10.4.5.3 Interest / Late Payment Surcharge shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

ARTICLE: 11

11 FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.

11.2.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter;

11.3 Force Majeure

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:

(a) **Natural Force Majeure Events:**

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

i. Direct Non–Natural Force Majeure Events

- 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

ii. Indirect Non - Natural Force Majeure Events

- act of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

(a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;

(b) Delay in the performance of any Contractors or their agents;

(c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;

(d) Strikes or labour disturbance at the facilities of the Affected Party;

(e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

(f) Non-performance caused by, or connected with, the Affected Party's:

i. negligent or intentional acts, errors or omissions;

ii. failure to comply with an Indian Law; or

iii. breach of, or default under this Agreement or any Project Documents.

(g) Any error or omission in the survey report provided by BPC during the

bidding process.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that, such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations/ roles under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to perform and duty to mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations/ roles as provided in this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

(a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;

(b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.

(c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Schedule 6 of this agreement as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Schedule 6 of this agreement, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

(d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Nodal Agency may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Nodal Agency's personnel with access to the Project to carry out such inspections.

(e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

ARTICLE: 12

12 CHANGE IN LAW

12.1 Change in Law

12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:

a. enactment bringing, into effect, or promulgation, of any new Indian Law; or

b. adoption, amendment, modification, repeal or re-enactment of any existing Indian law; or

c. 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

d. change by any competent statutory authority in any condition or covenant of any consent or Clearances or approval or license available or obtained for the project;

or

e. 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.

12.2 Relief for Change in Law

12.2.1 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 subject to approval of the State Commission.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this

Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Nodal Agency documentary proof of such increase / decrease in cost of the Project / revenue for establishing the impact of such Change in Law.

In cases where Change in Law results in decrease of cost and it comes to the notice of Nodal Agency that TSP has not informed Nodal Agency about such decrease in cost, Nodal Agency may initiate appropriate claim.

12.3 Notification of Change in Law:

12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 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.

12.3.2 The TSP shall also be obliged to serve a notice to the Nodal Agency even when it is beneficially affected by a Change in Law.

12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its estimated impact on the TSP.

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Bills to be raised by the Nodal Agency after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

ARTICLE: 13

13 EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

The occurrence and continuation of any of the following events shall constitute a TSP Event of Default, unless any such TSP Event of Default occurs as a result of any non-fulfilment of its obligations as prescribed under this Agreement by the Nodal Agency or a Force Majeure Event:

a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Nodal Agency in this regard;

b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Nodal Agency as per provisions of this Agreement;

c. If the TSP:

i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

Except where such transfer is in pursuance of a Law and

- it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;

d. If:

i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or

iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the State Commission as per the provisions of Karnataka Electricity Regulatory Commission (Licensing) Regulations, 2004 or as amended from time to time; or

e. Failure on the part of the TSP to comply with the provisions of Article 19.1 of this Agreement; or

f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Nodal Agency in this regard; or

g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98.5%, 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; or

h. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the Selected Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company / Affiliates related to the minimum equity obligation; or

i. the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or

j. except for the reasons solely attributable to Nodal Agency, the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Nodal Agency; or

k. the TSP fails to take the possession of the land required or HVDC terminal or inverter stations and/ or fails to pay the requisite price to the parties and/ or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.

13.2 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the Government of Karnataka, STU 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.

b. Following the issue of a Nodal Agency's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Nodal Agency.

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to Government of Karnataka, STU and the Lenders' Representative

in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years.

13.3 Procedure for Nodal Agency's non-fulfilment of Role

a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Nodal Agency, with a copy to Government of Karnataka, STU and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Nodal Agency.

b. Following the issue of a TSP's Preliminary Notice, the Consultation Period shall apply.

c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Nodal Agency including giving time extension to TSP, having regard to all the circumstances.

d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement.

13.4 Termination due to Force Majeure

13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.

13.4.2 In case of termination of this Agreement, the TSP shall provide to the Nodal Agency the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material

specifications and technical information, as required by the Nodal Agency within thirty (30) days of Termination Notice.

13.5 Termination or amendment due to non-requirement of any Element or Project during construction

13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP.

13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.

13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.

13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

13.6.1 The State Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the Licensee. Further, in such a case, the Agreement shall be deemed to have been terminated.

13.7 Termination Payment

13.7.1 If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets.

ARTICLE: 14

14 LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold the Nodal Agency harmless against:

(a) any and all third party claims, actions, suits or proceedings against the Nodal Agency for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of Nodal Agency; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Nodal Agency from third party claims arising by reason of:

i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute “Indemnifiable Losses”) has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of the Nodal Agency, or

ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 The Nodal Agency shall, in accordance with the Regulations framed by KERC in this regard, indemnify, defend and hold the TSP harmless against:

(a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of any material breach by the Nodal Agency of any of their roles under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this

Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:

i. any material breach by the Nodal Agency of any of its roles under this Agreement (provided that, this Article 14 shall not apply to such breaches by the Nodal Agency, for which specific remedies have been provided for under this Agreement), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or

ii. any of the representations and warranties of the Nodal Agency under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

(a) The TSP shall, subject to the Nodal Agency's compliance with Article 14.2.1 (b), indemnify and hold harmless the Nodal Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Nodal Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, any infringement resulting from the misuse of the Project or any part thereof, or any products produced in association or combination with any other equipment, plant or materials not supplied by the TSP, pursuant to the Agreement.

(b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article

14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.

(c) If the TSP fails to notify the Nodal Agency within twenty-eight (28) days after receipt of such notice from the Nodal Agency under Article 14.2.1(b) above, that it intends to attend any such proceedings or claim, then the Nodal Agency shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Nodal Agency within the twenty eight (28) days period, the Nodal Agency shall make no admission that may be prejudicial to the defence of any such proceedings or claims.

(d) The Nodal Agency shall, at the TSP's request, afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.

14.2.2

(a) The Nodal Agency, in accordance with the Regulations framed by KERC in this regard, subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

(b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Nodal Agency a notice thereof, and the Nodal Agency shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Nodal Agency shall promptly notify the TSP of all actions taken in such proceedings or claims.

(c) If the Nodal Agency fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Nodal Agency. Unless the Nodal Agency has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

(d) The TSP shall, at the Nodal Agency request, afford all available assistance to the Nodal Agency in attending to such proceedings or claim, and shall be reimbursed by the Nodal Agency for all reasonable expenses incurred in so doing.

14.3 Monetary Limitation of liability

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 Rupees 1.67 Crore Only (Rs. One Crore and Sixty-Seven Lakh Only)**.**

14.4 Procedure for claiming indemnity

14.4.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Articles 14.1 or 14.2 the Indemnified Party shall promptly notify the Indemnifying Party of such claim, proceeding, action or suit referred to in Articles 14.1 or 14.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim, proceeding, action or suit. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if:

i. the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3 below; and

ii. the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in

favour of the Indemnified Party.

14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.5 Limitation on Liability

14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Nodal Agency nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Nodal Agency, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.5.2 The Nodal Agency shall have no recourse against any officer, director or shareholder of the TSP or any Affiliate of the TSP or any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of the Nodal Agency, or any Affiliate of the Nodal Agency or any of its officers, directors or shareholders for such claims excluded under this Article.

14.6 Duty to Mitigate

The party entitled to the benefit of an indemnity under this Article 14 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

ARTICLE: 15

15 ASSIGNMENTS AND CHARGES

15.1 Assignments:

15.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 15.3.

15.2 Permitted Charges:

15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

15.2.2 However, the TSP may create any encumbrance over all or part of the receivables, or the Project Assets of the Project in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements and any other amounts agreed by the Parties.

Provided that:

i. the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements and agreed in writing to the provisions of this Agreement; and

ii. any encumbrance granted by the TSP in accordance with this Article 15.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the TSP to release from such encumbrances upon payment by the TSP to the Lenders of all amounts due under the Financing Agreements.

15.2.3 Article 15.2.1 does not apply to:

a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;

b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or

c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP developing and operating the Project.

15.3 Substitution Rights of the Lenders

15.3.1 The TSP would need to operate and maintain the Project under the provisions of this Agreement and cannot assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Nodal Agency.

15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Karnataka Electricity Regulatory Commission (Licensing) Regulations, 2004 and as amended from time to time.

ARTICLE: 16

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 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 Karnataka.

16.2 Amicable Settlement:

16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:

(i) a description of the Dispute;

(ii) the grounds for such Dispute; and

(iii) all written material in support of its claim.

16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:

(i) counter-claim and defences, if any, regarding the Dispute; and

(ii) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, 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 amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the State Commission.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the State Commission as provided in Article 16.3 and save as the State Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations/ roles (which are not in dispute) under this Agreement.

ARTICLE: 17

17 REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Nodal Agency

17.1.1 The Nodal Agency hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and authority to execute and consummate this Agreement;

b. This Agreement is enforceable against the Nodal Agency in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of Nodal Agency will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Nodal Agency is a Party or to which the Nodal Agency is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Nodal Agency as follows and acknowledges and confirms that the Nodal Agency is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against it, in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;

e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.

17.2.2 The TSP makes all the representations and warranties above to be valid as on the Effective Date of this Agreement.

ARTICLE: 18

18 INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

The Nodal Agency shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

18.2 Roles and functions of Independent Engineer

The role and functions of the Independent Engineer shall include the following:

a. Progress Monitoring as required under this Agreement;

b. Ensuring Quality as required under this Agreement;

c. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness during construction phase;

d. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation during construction phase;

e. determining, as required under the Agreement, the valuation of the Project Assets.

f. Assisting the Parties in resolution of Disputes and

g. Undertaking all other duties and functions in accordance with the Agreement.

18.3 Remuneration of Independent Engineer

The fee and charges of the Independent Engineer shall be paid by the Nodal Agency as per terms & conditions of appointment.

18.4 Termination of appointment

18.4.1 The Nodal Agency may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.

18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Nodal Agency and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Nodal Agency shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Nodal agency is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Nodal Agency shall appoint forthwith another Independent Engineer.

18.5 Authorised signatories

The Nodal Agency shall require the Independent Engineer to designate and notify to the Nodal Agency up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

ARTICLE: 19

19 MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

19.1.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of (……. Insert the name of SPV) shall not be less than Fifty one percent (51%) up to a period of one (1) year after COD of the Project.

Provided that, in case the Lead Member or Bidding Company is holding equity through Affiliate/s, Ultimate Parent Company or Parent Company, such restriction as specified above shall apply to such entities.

Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of one (1) year after COD of the Project and any 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.

19.1.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, then, subject to the second proviso to Article 19.1.1, such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in (…… Insert the name of SPV) to another Affiliate or to the Parent Company / Ultimate Parent Company of the Selected Bidder. 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 of the Selected Bidder.

19.1.3 Subject to Article 19.1.1, all transfer(s) of shareholding of (…… Insert the name of SPV) by any of the entities referred to in Article 19.1.1 and 19.1.2 above, shall be after prior written intimation to the Nodal Agency.

19.1.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in (…… Insert the name of SPV) shall be

computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in (…… Insert the name of SPV) then holding of Selected Bidder A in (…… Insert the name of SPV) shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in (…… Insert the name of SPV), then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in (…… Insert the name of SPV) shall be fifteen percent (15%), (i.e., 30% x 50%)

19.1.5 The provisions as contained in this Article 19.1 shall override the terms of the consortium agreement submitted as part of the Bid.

19.1.6 The TSP shall be responsible to report to Nodal Agency, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Nodal Agency would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required.

19.2 Commitment of maintaining Qualification Requirement

19.2.1 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements, as stipulated in RFP Document, till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project.

19.2.2 Failure to comply with the aforesaid provisions shall be dealt in the same manner as TSP's Event of Default as under Article 13 of this Agreement.

19.3 Language:

19.3.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with

English language.

19.3.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

19.4 Affirmation

The TSP and the Nodal Agency, each affirm that:

1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the TSP and the Nodal Agency hereby undertake not to engage in any similar acts during the Term of Agreement.

19.5 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same Agreement.

19.7 Breach of Obligations/ Roles

The Parties acknowledge that a breach of any of the obligations/ roles contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting Party in each case specified under this Agreement.

19.8 Restriction of Shareholders / Owners Liability

19.8.1 Parties expressly agree and acknowledge that none of the shareholders

of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

19.8.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

19.9 Taxes and Duties:

19.9.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.

19.9.2 The Nodal Agency shall be indemnified and held harmless by the TSP against any claims that may be made against the Nodal Agency in relation to the matters set out in Article 19.9.1.

19.9.3 The Nodal Agency shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Nodal Agency on behalf of TSP or its personnel, provided the TSP has consented in writing to the Nodal Agency for such work, for which consent shall not be unreasonably withheld.

19.10 No Consequential or Indirect Losses

The liability of the TSP shall be limited to that explicitly provided in this Agreement.

Provided that, notwithstanding anything contained in this Agreement, under no event shall the Nodal Agency or the TSP claim from one another any indirect or consequential losses or damages.

19.11 Discretion:

Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

19.12 Confidentiality

19.12.1 The Parties undertake to hold in confidence this Agreement and RFP Project Documents and not to disclose the terms and conditions of the

transaction contemplated hereby to third parties, except:

(a) to their professional advisors;

(b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

(c) disclosures required under Law,

without the prior written consent of the other Parties.

Provided that, the TSP agrees and acknowledges that the Nodal Agency, may, at any time, disclose the terms and conditions of the Agreement and the RFP Project Documents to any person, to the extent stipulated under the Law and the Competitive Bidding Guidelines.

19.13 Order of priority in application:

Save as provided in Article 2.5, in case of inconsistencies between the terms and conditions stipulated in Transmission License issued by the State Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement;

19.14 Independent Entity:

19.14.1 The TSP shall be an independent entity performing its obligations pursuant to the Agreement.

19.14.2 Subject to the provisions of the Agreement, the TSP shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the TSP or Contractors engaged by the TSP in connection with the performance of the Agreement shall be under the complete control of the TSP and shall not be deemed to be employees, representatives, Contractors of the Nodal Agency and nothing contained in the Agreement or in any agreement or contract awarded by the TSP shall be construed to create

any contractual relationship between any such employees, representatives or Contractors and the Nodal Agency.

19.15 Amendments:

19.15.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

19.16 Waiver:

19.16.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

19.16.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

19.17 Relationship of the Parties:

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.18 Entirety:

19.18.1 This Agreement along with its sections, schedules and appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

19.18.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Nodal Agency by the TSP shall stand superseded and abrogated.

19.19 Notices:

19.19.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language

19.19.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

19.19.3 If to the Nodal Agency, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

(i) …… [Insert Name of the Nodal Agency]

Address :
Attention
Email :
Fax. No. :
Telephone No. :

19.19.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

19.19.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

19.20 Fraudulent and Corrupt Practices

19.20.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Nodal Agency shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the Nodal Agency hereunder or subsistence otherwise.

19.20.2 Without prejudice to the rights of the Nodal Agency under Clause 19.20.1 hereinabove and the rights and remedies which the Nodal Agency may have under this Agreement, if a TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI), the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

19.20.3 For the purposes of this Clause 19.20, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the RFP Project Documents or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with

the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the RFP Project Documents, as the case may be, any person in respect of any matter relating to the Project or the LoI or the RFP Project Documents, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

19.21 Compliance with Law:

Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

1. For and on behalf of TSP

……..

[Signature, Name, Designation and Address]

2. For and on behalf of .....[Insert name of the Nodal Agency]

……..

[Signature, Name, Designation and Address]

WITNESSES:

1. For and on behalf of

: BPC

……
[Signature]

.....
[Insert, Name, Designation and Address of the Witness]

2. For and on behalf of

: Nodal Agency

……
[Signature]

.....
[Insert Name, Designation and Address of the Witness]

SCHEDULES

Schedule: 1

Project Description and Scope of Project

Scope of the Project:

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1.	Establishing 2 x 150 MVA, 220/66/11 kV Gas Insulated station (Indoor type) at Hosakote (New) in Hosakote taluk, Bengaluru Rural District. i. 2X150 MVA, 220/66/11 kV transformers. ii. 220 KV line bays: 4 no's (2 no's for Doddathagalli SS & 2 no's for Ekrajpura SS) iii. 66 kV line bay: 11 no's (7 – present line + 2 – Spare module + 2 – Interconnecting Module). Space For Future Provision: • 220 kV line bays – 4 Nos. • 220/66 kV Transformers - 3 Nos. • 220 kV Transformer bays - 3 Nos • 66 kV Line Bays: 5 Nos • 66 kv side of 220/66 kV Transformer bays: 3 Nos	18 Months
220kV connectivity:		
2.	DC line from 220kv Ekrajapura sub-station to proposed Hosakote (New) with 2 runs of 1200sq mm UG Cable (Existing 2 TB at Ekrajpura SS to be utilised with suitable modification to meet the requirements of proposed 1200 sqmm UG cable)	
66kV connectivity:		
3.	Interconnecting existing 66/11kV Hosakote sub-station to the proposed GIS substation through 66 kv 1000 sq mm UG cable	

4.	LILO of DG3 and DG4 line to proposed 220kv Hosakote new sub-station along with conversion of 66KV DG3 and DG4 Coyote lines from proposed 220kV Hosakote (new) sub-station upto 12 pole structure with LILO to 66kv Konadasapura on DG3 line to Coyote equivalent HPC	
5.	LILO arrangement to 66kV Mandur on DG4 line with 66KV 1000sq mm UG Cable for LILO portion along with 2 nos of 66kV TB's at Mandur	
6.	Termination of existing 66kV SC line of 66/11kV Jadigenahalli substation from Ex.66 kv Hoskote Ss to proposed 220/66kV Hosakote (New) substation.	
7.	Termination of existing 66kV SC line of 220/66kV Malur substation from Ex.66 kv Hoskote Ss to proposed 220/66kV Hosakote (New) substation.	
8.	Termination of existing 66kV SC line of 220/66kV Hoody substation from Ex.66 kv Hoskote Ss to proposed 220/66kV Hosakote (New) substation.	

Note:

1. KPTCL to provide land for the construction of 220/66/11 kV Gas Insulated station (Indoor type) at Hosakote (New) and shall be handed over to TSP as is where basis. TSP shall coordinate with KPTCL for acquisition of land.

Project Description

To meet the growing power demand of the northern Bengaluru region and upcoming Hoskote Industrial Area, a 220/66kV substation is proposed at Hoskote in Bengaluru Rural District. This will help reduce the load on existing 220kV substations and ensure reliable power supply for future commercial and residential developments

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

1 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part-A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time. Other CEA Regulations and MoP guidelines, as applicable, shall also be followed.

2. Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable:

2.1 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062. . The minimum size of sections shall be 50 x 50 x 5 for cross arm lower and upper member and 45 x 45 x5 for all other stress carrying members. Use of unequal sections is not permitted. The minimum thickness of angle sections used in the design of towers shall be kept not less than:

6mm: For Main corner leg members including the ground wire peak (including inner & outer members and cross arm).

5mm: For all other members.

2.2 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

Solidity Ratio	**Drag Coefficient**
Up to 0.05	3.6
0.1	3.4
0.2	2.9
0.3	2.5
0.4	2.2
0.5 and above	2.0

As per Clause 12.1.2.1 b) 2) of IS 802:2015, Under security condition for tension and dead end towers, the transverse loads due to line deviation shall be the component of 100 percent mechanical tension of conductor and ground wire/ OPGW corresponding to 100% of design wind pressure at everyday temperature or 36% design wind pressure at minimum temperature after accounting for drag coefficient and gust response factor. The above loading shall also be considered for design of suspension tower.

Transmission Service Provider (TSP) shall adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and/ or deemed necessary in accordance with CEA

"Technical Standard for Construction of Electrical Plants and Electric Lines" Regulation 2022, as amended from time to time.

3 Type testing of newly designed fully galvanized towers shall be carried out in CPRI/any other NABL accredited tower testing station in India. The Towers shall be erected in vertical position in the test bed and testing shall be carried out in accordance with IS 802 (part-III) with +6M body extensions. All standard tests, including quality control tests in accordance with relevant IS shall be carried out.

4 For power line crossing of 400 kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing (i.e. D/DD/QD-D/DD/QD arrangement).

For overhead crossing of existing power line of 110/132kV and 220kV voltage level, only (D/DD/QD) angle towers shall be used on either side of power line crossing.

For power line crossing of 66kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

For crossing of Railways, National highways and state highways, the rules/regulations of appropriate authorities shall be followed.

5 The conductor configuration shall be as follows:

For transmission lines with ACSR/AAAC/AL59/HPC conductor:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub conductor**
D/C (Quad Moose) transmission lines	Moose: Stranding 54/3.53mm-Al + 7/3.53 mm-Steel, 31.77 mm diameter 528.5 mm2, Aluminium area, Maximum DC Resistance at 20°C (Ω/km):	Stranding details: 61/3.55mm 31.95mm diameter; 604 mm2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506	Stranding details: 61/3.31mm 29.79 mm diameter; 525 mm2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km):	457 mm

	0.05552 Minimum UTS: 161.20 kN	Minimum UTS: 159.80 Kn	0.0566 Minimum UTS: 124.70 kN	
220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm- Steel, 428 Sq mm, Aluminium area, 28.62 mm Diameter	**Stranding Details:** 61/3.19 mm 28.71mm diameter; 487.5 sq.mm Aluminum alloy area	**Stranding Details:** 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area	NA
132 kV D/C (Panther) transmission lines	Panther: Stranding 30/3.0 mm-Al + 7/3.0 mm-Steel, 261.5 Sq mm, Aluminium area, 21.05 mm Diameter	**Stranding Details:**37/3.15 mm 22.05mm Diameter; 288.3 Sq. mm Aluminum all oy area	**Stranding Details:** 37/3.08 mm 21.56mm Diameter; 275.66 Sq.mm Aluminum alloy area	NA
220 KV Drake Conductor	Drake: 26/4.442 mm Aluminium 7/3.45 mm Steel Al. Area: 402.8 Total C/S: 468.40, 28.14mm Diameter	Stranding Details: 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminum alloy area	**Stranding Details:** 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area	NA
66 kv Coyte	Coyote: 26/2.5 mm Aluminium 7/1.9 mm Steel, Aluminium Area: 131.7, Total C/S area: 151.6, 15.86mm Diameter	**NA**	Al-59: 148Sqmm, 19/3.15mm, 15.75mm Diameter	NA

Note:

1. **To select any size above the minimum, the sizes mentioned in the Indian standard IS-398(part-6) should be followed.*
2. *The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C for ACSR, 95deg C for AAAC & Al-59.*

6 The High-Performance Conductors (HPC) with ampacity of 700A equivalent to Coyote ACSR for 66KV transmission lines shall be as per the standard technical specification issued by CEA.

7 The required phase to phase spacing and horizontal spacing for 400kV, 220kV, 132kV & 66KV line shall be governed by the tower design as well as minimum live metal clearances for each voltage level respectively under different insulator swing angles. All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613

For 400kV transmission lines:

The minimum live metal clearances for 400 kV D/C transmission lines shall be considered as follows:

i)Under stationary conditions: From tower body: 3.05m

ii)Under swing conditions:

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (22º)	3.05 mtrs
b) Swing angle (44º)	1.86 mtrs

However, the phase to phase spacing for 400kV D/C Line shall not be less than 8m.

For 220kV Transmission Lines:

The minimum live metal clearances for 220kV D/C transmission lines shall be considered as follows:

i) Under stationary conditions: From tower body: 2.13m
ii) Under swing conditions:

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15º)	1.98 mtrs

b) Swing angle (30º)	1.83 mtrs
c) Swing angle (45º)	1.675 mtrs

However, the phase to phase spacing for 220kV D/C Line shall not be less than 5m.

For 132kV Transmission Lines:

The minimum live metal clearances for 132kV D/C transmission lines shall be considered as follows:

i) Under stationary conditions: From tower body: 1.53 m

ii) Under swing conditions:

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15º)	1.53 mtrs
b) Swing angle (30º)	1.37mtrs
c) Swing angle (45º)	1.22 mtrs
d) Swing angle (60º)	1.07 mtrs

However, the phase to phase spacing for 132 kV D/C Line shall not be less than 4m.

For 66 Kv Transmission line

The minimum live metal clearances for 66 kV D/C transmission lines shall be considered as follows:

iii) Under stationary conditions: From tower body: 0.915m

iv) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15º)	0.915 mtrs
b) Swing angle (30º)	0.76 mtrs
c) Swing angle (45º)	0.610 mtrs
d) Swing angle (60º)	0.610 mtrs

However, the phase to phase spacing for 66kV D/C Line shall not be less than 5m

8 The minimum ground clearance for 400kV D/C transmission lines shall be 8.84m, for 220 kV D/C line shall be 7.015 m and for 132 kV D/C line shall be 6.10 m and 66 Kv D/C line shall be 6.10m so that maximum electric field does not exceed 10kV/m within the ROW and does not exceed 5kV/m at the edge of the ROW as per international guidelines.

An allowance of 4% of max sag shall be provided to account for errors in stringing.

Conductor creep shall be compensated by over tensioning the conductor at a temperature of 26□ C lower than the stringing temperature.

9 The minimum mid span separation between earth wire and conductor shall be 9.0 m for 400 kV D/C transmission lines 8.5 m for 220 kV D/C transmission lines & 6.1 m for 132 kV D/C transmission lines ,for 66 kv D/C Transmission line3.50m Shielding angle shall not exceed 20 deg for 400 kV D/C & 30 deg for 220 kV D/C lines, 132 kV D/C line & 66 Kv D/C Transmission line

10 Transposition is to be done for all transmission lines whose length is greater than 100 km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions.

11 The switching impulse withstand voltage (wet) for 400kV line shall be 1050kVp. Lightning impulse withstand voltage (dry) for 400kV line shall be 1550kVp, for 220 kV line shall be 1050kVp & for 132kV line shall be 650kVp & 66 kv shall be 325KVp.

12 The fault current for design of line shall be 63 kA for 1 sec for 400 kV, 50 kA for 1 sec for 220 kV and 40 kA for 1 sec for 132 kV and 66 kv.

13 Porcelain / Glass / Polymer insulators shall be used in the line as per requirement and site conditions. However, porcelain /glass disc insulators string shall be required to be used for Pilot string irrespective of type of insulators used for suspension/tension location.

14 Each tower shall be be earthed such that tower footing resistance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance at tension tower for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used. The line surge arrester, if required, may be used in lightning prone areas

15 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth & anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.

16 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required or mandated, shall be provided on the line. In order to optimize the route use of GATISHAKTI platform shall also be made.

17 Whenever a transmission line are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable

a. The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m2 of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610g/m2 of surface area. The

average zinc coating for all sections and plates 5mm and above shall be maintained as 127 microns and that for plates and sections below 5mm shall be maintained as 87 microns.

b. Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m3.

c. The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum
1.6 kg/m2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d. Double coat 20 mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300 mm below ground level to give protection to concrete surface from environmental and saline effect.

e. Before coping of chimney top portion, three coats of anti-corrosive paint of minimum 30-35 microns dry film thickness each shall be applied on the stub in the 50 mm coping portion as well as up to 350 mm above CL portion.

18 In case of 400kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard steel (GSS) or AACSR or any other suitable conductor type depending upon span length and other technical consideration.

19 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field & undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least above HFL (High Flood Level) or the historical water stagnation/ logging level (based on locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher.

20 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1 and IS:802-2015. The developer shall also make his own assessment of local wind conditions and frequent occurrences of high intensity winds (HIW) due to thunderstorms, dust-storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections. The other design parameters such as Reliability level, Terrain category etc, are as per IS:802-2015 and CBIP-2014.

21 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the

transmission line up to 400 kV levels which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to KPTCL and BPC by the TSP.

22 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

23 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

24 The last span from dead end tower to existing KPTCL substation gantry should be less than 90mtr.

25 In case the LILO of existing line is to be done, and any modification in the existing line is required for the above LILO work the same should be done by the TSP after obtaining necessary approval of KPTCL. Further, the span on either side of LILO points shall be maintained by the TSP.

26 The stringing of the transmission line in forest area shall be carried out through drone.

27 RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed Gas Insulated station (Indoor type) at Hosakote (New) in Hosakote taluk, Bengaluru Rural District shall be GIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

The proposed extension of Terminal bay at 66 kV Mandur S/s shall be conventional AIS type conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

Other CEA Regulations/guidelines as amended up to date and MoP guidelines, as applicable shall also be followed.

2.1 Salient features of 220/66 kV Sub Station Equipment and Facilities

The design and specification of substation equipment are to begoverned by the following factors:

2.2 Insulation Coordination

The System would be designed to limit the Switching over voltage to 2.5 p.u and is expected to decay to 1.5 p.u. in 5 to 6 cycles. Consistentwith these values and protective levels provided by lightning arrestors,the following insulation levels shall be adopted for, 245kV, 72.5kV, 36kV and 12 kV systems:

SL No	Description of parameters	220kV System	66kV System	33kV System	11kV System
1.	System operating voltage (rms)	220kV	66kV	33kV	33kV
2.	Maximum voltage of the system (rms)	245kV	72.5	36kV	36kV
3.	Rated frequency	50Hz	50Hz	50Hz	50Hz
4.	No. of phases	3	3	3	3
5.	Impulse withstand voltage for - Transformer - for other Equipment - for insulator strings	 950 kVP 1050 kVP 1050 kVP	 325kVP 325Kvp 325kVP	 170kVP 170kVP 170kVP	 75kVP 75kVP 75kVP
6.	Switching surge withstand Voltage	-NA-	-NA-	-NA-	-NA-
7.	Minimum creepagedistance - for insulator strings - for other Equipment	 6125 mm	 1815MM	 900 mm	 300 mm

8.	Max. fault current	50 KA	40KA	31.5 KA	31.5 KA
9.	Duration of fault	1 Sec	1 Sec	1 Sec	1 Sec
10.	Corona extinction voltage	156kV rms	NA	NA	NA

2.3 Switching Schemes

It is essential that the system should remain secured even under conditions of major equipment or bus- bar failure. Sub-stations being the main connection points have large influence on the security of the system as a whole. The selection of the bus switching scheme is governed by the various technical and other related factors. Double bus scheme for the 220kV system, have been considered for all proposed GIS substations under present scope of work due to their merits in terms of reliability, security, operational flexibility and ease of maintenance of equipments. In 400kV substations, each circuit of a double circuit transmission line shall be terminated in different diameter. Similarly, 400kV ICTs shall also be terminated in different diameter. Accordingly, followingswitching schemes shall be adopted.

Voltage / Type of Substation	**220kV side**	**66kV side**
GIS Type	Double busscheme	Double bus scheme
AIS type	Double main buswith bypass scheme	Single/double bus scheme

2.4 Substation Equipment and facilities:

The switch-gear shall be designed to withstand operating conditions and duty requirements. The equipment shall be designed considering the transmission line capacity.

Sl. No	**Description ofBay**	**220kV**	**66kV**
1	Bus Bar	3000A	2500A
2	Line bays	1600A	1600A
3	Tr. Bays	1600A	1600A
4	Bus coupler bays	3000A	2500A

2.5 Power Transformer

Refer Technical specification for Power Transformers provided separately as **Appendix-A**, forming part of this document.

2.6 Gas Insulated Switchgear

Refer Technical specification for SF6 gasinsulated metal enclosed switchgear (GIS) provided separately as **Appendix-B**, forming part of this document.

2.7 SF6 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-01 and shall be of SF6 Type. The circuit breakers shall be class C2-M2 (asper IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 60ms. 220kV Circuit breakers shall be provided with single phase and three phase auto reclosing. All the type test shall be done as per relevant IEC/IS standard. Andvalidity of Type test report shall confirm to CEA guidelines.

The Technical Particulars / Parameters of Circuit Breakers:

Sl. No.	Item	Requirements
1	Rated voltage of the breaker (KV rms)	245 123 72.5 36
2	Nominal system voltage (KV)	220 110 66 33
3	Highest system voltage (KV)	245 123 72.5 36
4	System frequency	----------50 Hz----------
5	System Neutral grounding	-----effectively earthed------
6	Continuous current rating (A) (at site conditions)	3150 3150 3150/2500 1250
7	Installation (Indoor / Outdoor)	---------Outdoor----------
8	Type of breaker	---------SF6 ----------
9	Mounting	On hot dip galvanized steel support structure or on the operating mechanism box, as the case may be, to be supplied by the bidder.
10	Number of poles	3 3 3 3
11	Type of operation	Individually operated Single Poles Three single poles gang operated Three single poles gang operated Three single poles gang operated
12	Phase to phase spacing in the switchyard i.e., preferred inter pole spacing for breaker (in mm)	i) For 220KV Stations 3650 2000 2000 1500

13	Required ground clearance from the lowest live part of the breaker from the ground level(mm). (If both the terminals are not in the same horizontal plane then the above mentioned heights are to be reckoned for lower terminal)	5500	4600	4250/ 4600(for strung bus)	3700
14	Height of concrete plinth aboveground level (mm)	300	300	300	300
15	Minimum height of the lowest part ofthe support insulator from ground level (mm)	2500	2500	2500	2500
16	Operating mechanism	□spring operated / semi pneumatic / pneumatic refer clause 5.12 □			
17	Type of tripping	□ Trip free □			
18	Auto re-closing duty	Single Phase & Three phase	Three phase	Three phase	Three phaseThree Phase
19	Rated operating duty cycle	0-0.3 seconds – CO-3-minutes – CO- as per IEC-56			
20	First pole to clear factor	1.3	1.5	1.5	1.5
21	Max. closing time (ms)	150	150	150	150
22	Max. total break time at rated breaking capacity (ms)	60	60	60	60
23	1.2 / 50 micro second impulse withstand voltage:				
	to earth (KVP) Across open contacts: (Impulse on one terminal andpower frequency voltage on opposite terminal (KVP))	1050 1050	550 550	325 325	170 170
24	One minute power frequency withstand voltage (KV rms)	460	230	140	70
25	Max. radio interference voltage (micro volts)	1000 at 156 KV rms	---	---	---

26	Rated breaking current capacity: Line charging at rated voltage (A)Small inductive current (A) Cable charging at rated voltage (A) Note:- The rated cable charging breaking current for circuit breakers used for switching under groundcables shall be confirmed by the bidder Short Circuit current a) A.C Component (KA rms) b) Percentage D.C component	125 31.5 10 10 0.5 to 10 without switching overvoltage exceeding 2.0 PU. 250 140 125 50 ai) For 220KV Stations 50 40 40 31.5 1sec 1sec 1 sec 1sec corresponding to minimum openingtime as per IEC-62271-100
27	Rated short circuit making current capacity (KA peak)	a) For 220KV Stations 125 100 100 62.50
28	Permissible limits of temperature rise	Refer clause No. 5.11.0
29	Max. acceptable difference in the instants of closing / opening of contacts: i. Within a pole (ms) ii. Between poles (ms)	5 --- --- --- 10 10 10 10
30	Minimum creepage distance of support insulator (mm)	6125 3075 1815 900
31	Rating of auxiliary contact	10A at 220 / 110 volts D.C
32	Breaking capacity of auxiliary contacts	2A D.C with the circuit time constant not less than 20 ms.
33	Noise level at base and up to 50 meters	140 db(max)

2.8 Isolators (AIS)

The isolators shall comply to IEC 62271-102 in general. Isolators shall be double break type. All Isolators shall be motor operated and earth switches shall be manual operated.

The isolator shall have heavy-duty self-aligning high pressure - contacts. The contact shall be made of high grade, high conductivity, and heat resisting material. The main contacts shall be made of hard drawn electrolytic copper and the surface shall be silver plated. Arcing contacts wherever provided shall close first mid open last.

The isolators blades / arms shall be made preferably from tubular section of hard drawn electrolytic copper having suitable diameter and shell thickness, and the contact surface shall be heavily silver plated.

Earth switches are provided at various locations to facilitate maintenance. Isolator shall be of extended mechanical endurance class-M2 and suitable forbus transfer current switching duty as per IEC-62271-102 Main blades and earth blades shall be interlocked and interlock shall be fail safe type. The earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B as per relevant standard. All the type test shall bedone as per relevant IEC/IS standard. And validity of Type test report shall confirm to CEA guidelines.

The Technical Particulars / Parameters of Isolators:

Sl. No.	Particualrs	220KV	110KV	66KV	33KV
i	Type	Motor operated	Motor operated	Motor operated	Motor operated
		Double break, upright mounting/ underhung mounting with the movement of the blade in a horizontal plane suitable for outdoor installation	Double break, upright mounting/ underhung mounting with the movement of the blade in a horizontal plane suitable for outdoor installation.	Double break, upright mounting/ underhung mounting with the movement of the blade in a horizontal plane suitable for outdoor installation	Double break, upright mounting/ underhung mounting with the movement of the blade in a horizontal plane suitable for outdoor installation
ii	No. of poles (Phases)	Three	Three	Three	Three
iii	Rated Voltage	245KV	123KV	72.5KV	36KV
iv	Rated normal current	2500/2000/ 1250A	2000/1250A	2000/1250A	800A

v	Rated frequency	50Hz	50 Hz	50 Hz	50 Hz
vi	System neutral earthing	….. effectively earthed…	….. effectively earthed…	….. effectively earthed…	….. effectively earthed…
vii	Rated short time withstand current of**main switch** and **earth switch**	50KA (rms) for 1 sec	40 KA (rms) for 1 sec	40KA (rms) for 1 sec	31.5KA (rms for 1sec
viii	Rated peak withstand current	2.5 times the rated short time withstand current	2.5 times the rated short time withstand current	2.5 times the rated short time withstand current	2.5 times the rated short time withstand current
ix	Rated 1.2/50 micro second impulse withstand voltage (peak) a) to earth b) across isolating distance	 1050KV 1200KV	 550kv 630kv	 325kv 375kv	 170kv 195kv
x	Operating time of the isolator	--shall not exceed 10 seconds--	--shall not exceed 10 seconds--	--shall not exceed 10 seconds--	--shall not exceed 10 seconds--
xi	Temperature rise a. Copper contacts in air i. Silver faced copper ii. Bare copper b. Terminal of isolator to be connected to external conductors by bolts I. Silver faced copper II. Bare copper c. Metal parts acting as springs	Max. Temp deg.C 105 75 105 90 The temperature shall not exceed a value, where the elasticity of the materials is impaired. For pure copper the temp. limit	Max. Temp deg.C 105 75 105 90 The temperature shall not exceed a value, where the elasticity of the materials is impaired. For pure copper the temp. limit is 75deg. C	Max. Temp deg.C 105 75 105 90 The temperature shall not exceed a value, where the elasticity of the materials is impaired. For pure copper the temp. limit	Max. Temp deg.C 105 75 105 90 The temperatur e shall not exceed a value, where the elasticity of the materials is impaired. For pure

		is 75deg. C		is 75deg. C	copper the temp. limit is 75deg. C
xii	Safe duration of overload a. 150 % of rated current b. 120% of rated current	5 minute 30 minutes	5 minutes 30 minutes	5 minutes 30 minutes	5 minutes 30 minutes
xiii	Minimum creepage distance (mm)	6125	3075	1815	840
xiv	Rated mechanical terminal load a. Straight load (Kgf) b. Across load (Kgf)	81.55 27.52	51 17.33	40.76 13.26	35 13.26
xv	Phase to Phase spacing for installation(mm)	3650	2000	2000	1500
xvi	Height of center line of terminal pad above ground level (mm)	5750	4600	4250	4000

RATING AND OTHER PARTICULARS FOR EARTHINS SWITCHES:

i.	Type	Manually operated, vertically mounted, vertical air break type, suitable for outdoor installation.
ii.	Rated Voltage	Associated with respective 245KV, 123KV, 72.5 KV, 36 KV rated voltage isolators.
iii.	Rated frequency	50 Hz.
iv.	No. of poles(phases)	three
v.	Rated short time withstand current	a) 50kA (rms) for 1 sec for 245KV and b) 40KA (rms) for 1 sec for 72.5 KV systems &123 KV system c) 31.5 KA for 1 sec for 33 KV system
vi.	Rated peakwithstand current	2.5 times the rated short time withstand current.

2.9 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869. All ratios shall be obtained by secondary taps.

Current transformers shall be of dead tank type having single primary either ring type or hair pin type **or Live tank with Bar primary / ring type** and suitably designed for bringing out the secondary terminals in a weather proof (IP 55) terminal box at the bottom. These secondary terminals shall be terminated to stud type non disconnecting terminal blocks inside the terminals box.

All the type test shall be done as per relevant IEC/IS standard. And validity of Type test report shall confirm to CEA guidelines.

The Technical Particulars / Parameters of Current Transformers: Refer **Appendix-C**, provided separately, forming part of this document.

2.10 Capacitor Voltage Transformers (CVT) for 220kV Lines:

Capacitive Voltage transformers shall comply to IEC-61869. These shall have three secondaries out of which two shall be used for protection and one for metering. Accuracy class for protection cores shall be 3P and for metering coreshall be 0.2. The voltage transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT shall be 4400/8800 pF depending on PLCCrequirements. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 100 VA for metering core) for better sensitivity and accuracy. All the type test shall bedone as per relevant IEC/IS standard. And validity of Type test report shall confirm to CEA guidelines.

The Technical Particulars / Parameters of Capacitor Voltage Transformers:

Sl. No.	Description	245kVCVT
1	Rated primary voltage (kV rms)	245
2	Rated frequency (Hz)	50
3	No. of Poles	1
4	Design ambient temperature (°C)	50
5	System fault level (kA for 1sec)	50 for 1 sec
6	Standard reference range of frequencies for which the accuracy are valid	96% to 102%for protection and 99% to 101 % for measurement
7	High frequency capacitance for entire carrier frequency range (for CVT only)	Within 80% to 150% of rated capacitance
8	Equivalent series resistance over entire carrier frequency range (for CVT)	Less than 40 Ohms
9	Stray capacitance and stray conductance of HF terminal over entire carrier frequency range (for CVT)	As per IEC-60358
10	Temperature rise over design ambient temperature	As per IEC-61869
11	Rated Insulation levels	
a)	Full wave impulse withstand voltage (1.2/50 microsec.)	
i)	Between line terminals and ground	±1050kVp
b)	Switching impulse withstand voltage (250/2500 micro-second) dry andwet	
i)	Between line terminals and ground	-NA-
c)	One minute power frequency dry withstand voltage	
i)	between line terminals and ground (kVrms)	460

d)	One minute power frequency withstand voltage between secondary terminals & earth	
i)	Between LV (HF) terminal and earth terminal (kVrms)	10kV rms for exposed terminals and 4kV rms for terminals enclosed in a weather proof box
ii)	For secondary winding	3kVrms
12	Max. radio interference voltage for frequency between0.5 MHz and 2 MHz at (microvolts)	1000 at 156kV rms
13	Minimum Corona extinction voltage (kVrms)	176
14	Partial Discharge	As per IEC
15	Type	Single phase Electromagnetic or Capacitor VT
16	No. of secondaries	3 cores
17	Rated voltage factor	1.2 - continuous 1.5 - 30seconds
18	Phase angle error	± 10 minutes (For metering core)
19	Capacitance (pf) (for CVT)	8800/4400 (+10%/-5%)
20	Core details	Core-1, Core-2 & Core-3
a)	Voltage Ratio	Core-1:-(220/√3)/ (0.11/√3) Core-2:-(220/√3)/ (0.11/√3) Core-3:-(220/√3)/ (0.11/√3)
b)	Application	Core-1:- Protection Core-2:- Protection Core-3:-Metering
c)	Accuracy	Core-1:-3P Core-2:-3P Core-3:- 0.2
d)	Min. Output burden (VA)	Core-1:- 100VA Core-2:-100VA Core- 3:- 100 VA
21	Rated Total Thermal Burden (VA)	300 VA (100 VA/winding)

2.11 Voltage Transformers (CVT) for Bus:

Voltage transformers shall comply to IEC-61869. These shall have three secondaries outof which two shall be used for protection and one for metering. Accuracy class for protection cores shall be 3P and for metering core shall be 0.2.. All the type test shall bedone as per relevant IEC/IS standard. And validity of Type test report shall confirm to CEA guidelines.

PRINCIPAL PARAMETERS:

The Voltage Transformers shall meet the technical requirements listed here under:

SL. No	Description	220kV	110kV	66kV	33kV
1	Type / Installation	Single phase oil filled hermetically sealed outdoor type			
2	Type of mounting	------ Pedestal Type ---------			
3	Highest system frequency	245	123	72.5	36
4	Suitable for system frequency	-------- 50 Hz ----------			
5	Voltage Ratio:				
	i) Rated primary voltage (kV)	220/ √3	110 / √3	66 /√3	33 / √3
	ii) Secondary voltage (volts)	---------- 110 / √3 ---------			
6	Method of earthing the system where the VT will be installed	----- Effectively earthed ----- (Solidly grounded)			
7	1.2 / 50 micro second lightning impulse withstand voltage (KVP)	1050	550	325	170
8	1 minute dry power frequency withstand voltage primary (KV rms)	460	230	140	70
9	Minimum creepage distance of porcelain housing (mm)	6125	3075	1813	900
10	Rated voltage factor	---- 1.5 for 30 seconds --- 1.2 continuous			
11	1 minute power frequency withstand voltage				
	i) Low voltage terminal (HF) and earth terminal (KV rms)	4 if the low voltage is exposed to weather			

	ii) Withstand voltage for secondary winding (KV rms)	----- 2 --------	
12	Max temperature rise over ambient of 50 deg C	---- As per IEC 60086 -----	
13	Rated total thermal burden	300 VA	--- 300 VA ----
		200 VA	---- 200 VA ---
		200VA	---- 50 VA ---
14	No. of terminals in control cabinet	All contacts and control circuits to be wired up to control cabinet plus 20 % extra terminals exclusively for owner's use.	
15	Siesmic accelaration (Horizontal)	------- 0.3 g -------	
16	Standard reference voltage for which accuracies are valid	97% to 103% for protection 99% to 101% for metering	

COREWISE DETAILS OF VOLTAGE TRANSFORMERS

Sl. No.	PARTICULARS	REQUIREMENTS			
1	Rated primary voltage	245 KV	123 KV	72.5 KV	36 KV
2	Type	220KV / √3	110KV / √3	66KV / √3	33KV /√3
3	No. of Secondaries	Three	Three		
4		-------- 1.2 continuous ------- --------- 1.5 for 30 seconds -------			
5	Phase angle error	--------- + / - 20 minutes -------			
6	Rated voltage (volts)	CORE – I 110V / √3	CORE – I 110V / √3	CORE – I 110V / √3	CORE – I 110V / √3
		CORE – II 110V / √3	CORE – II 110V / √3	CORE – II 110V / √3	CORE – II 110V / √3
		CORE-III 110V/ √3	CORE– III 110V /√3	CORE– III 110V/ √3	CORE– III 110V / √3
7	Application	Metering	Metering	Metering	Metering
		Protection	Protection Open Delta	Protection Open Delta	Protection Open Delta
		Protection	Protection	Protection	Protection
8	Accuracy	0.2 3P 3P	0.2 3P 3P	0.2 3P 3P	0.2 3P 3P
9	Output Burden	300VA 200 VA 200VA	300VA 200VA 50VA	300VA 200VA 50VA	300VA 200VA 50VA

2.12 Surge Arresters (AIS)

Station class, heavy duty gapless type Surge arresters conforming to IEC 60099-4 in general shall be provided. The rated voltage of Surge arrester and other characteristics are chosen in accordance with system requirements. Surge arresters shall be provided near line entrances, Transformers so as to achieve proper insulation coordination. Porcelain/Polymer housing if providedfor SA shall be fitted with pressure relief devices and diverting ports suitable for preventing shattering of Porcelain/Polymer housing provide path for the flow of rated currents in the event of arrestor failure. A leakage current monitor with surge counter shall be provided with each surge arrestor. All thetype test shall be done as per relevant IEC/IS standard. And validity of Type test report shall confirm to CEA guidelines.

The Technical Particulars / Parameters of Surge Arresters:

a)	Rated arrester voltage kV	198	96	60	30	9	
b)	Nominal discharge current of 8/20 micro sec wave.	10kA	10kA	10kA	10kA	5 kA	
c)	Minimum discharge capacity	5Kj/kv ((referred to rated arrester Voltage Corresponding to minimum Discharge Characteristics					
d)	Continuous operating voltage at 50deg C kV	168	81	50	20	7.5	
e)	Max. switching surge residual voltage (1 KA) kVp	500	272	175	85	--	
f)	Ma. Residual voltage kVp at i) 5Ka ii) 10Ka nominal discharge current (kVp)	 560kVp 600	 195				
g)	Max. steep current impulse residual volt-age at l0 kA	650 kVp					
h)	Long duration discharge class	SM	SM	SM	SM		
i)	High current short duration test value (4/ 10 micro second wave)	100 kAp	100 kAp	100 kAp	100 kAp		

j)	Current for pressure relief test KA RMS	40	40	40	25		
k)	Low current long duration test value (2000 micro see)	--------- As per IEC ---------					
l)	Pressure relief class	----------A----------					
m)	Insulation Level						
	i) Full wave impulse withstand voltage	(1.2/50 micro sec.)					
	1. Arrester Housing (kv peak)	±1050	±550	±325	±170	±75	
	ii) Switching impulse withstand voltage	(250/2500 micro sec) dry and wet					
	1. Arrester Housing (kv peak)	----------NA----------					
	iii) One minute power frequency dry withstand voltage						
	1. Arrester Housing (kv RMS)	460	230	140	70	28	
n)	Minimum creepage distance (mm)	6125	3075	1815	900	305	
o)	Cantilever strength (for 1 minute withstand test) (kg)	150	150	150	150	150	
p)	Maximum deflection at above cantilever load (mm)	200	200	200	200	200	

Note- In isolated OR unearthed Neutral system, the voltage rating of the S.A. should be110% of the nominal voltage in the case of capacitor bank.

2.13 Protection & Control

The protective relaying system proposed to be provided for transmission lines,Transformers and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 (Edition-I &II, site selectable) communication interface. All numerical relays shall have built in disturbance recording feature. The transformer protection should be providedwith two no. differential relays of different make &algorithm.

The protection circuits and relays of transformer shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

66kV lines shall have Main distance /Differential protection and backup overcurrent protection relays (built-in LBB). 11kV shall be provided with Bay Control & Protection Unit (BCPU).

220kV lines shall have MAIN-I numerical four zones distance protectionscheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 220 kV lines shall also have MAIN-II numerical distance protection scheme like Main-I but from different make that of MAIN-I. However, Line Current Differential relay (with back up distance protection feature) as Main–I & Main-II may be considered, for short lines (line length less than 10 kM & UG cables) having Fibre Optic communication link for which line differential relay have to be provided for remote end also. In case ofloop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out. The Main-Iand Main-II protection relays of same make may be provided only if they are ofdifferent hardware, manufacturing platform or different principle of operation.Associated power & control cabling and integration with SAS at remote end shall be provided by respective bay owner.

220kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

Over voltage protection & distance to fault locator may be provided as in-builtfeature of Main-I & Main- II protection relays. Auto reclose as built in functionof Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels. 220kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b) Transformer protection:

These shall have the following protections:

(i) Numerical Differential protection
Shall have two differential protection relays. The second differential relay shall be provided on IV side C&R panel to avoid congestion on HV side C&R panel. The differential relay shall have different make and algorithm.

(ii) Numerical Restricted earth fault protection

(iii) Numerical Over-current and earth fault protection on HV & IV side

(iv) Numerical Over fluxing protection on HV & IV side

(v) Numerical Overload alarm

(vi) Neutral displacement

Further, Numerical Back-up Over-current and earth fault protection on HV &IV side of auto- transformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with BUCHOLZ relay, protection against high oil and winding temperature and pressure relief device, OSR etc. The auto transformer protection should be provided with two no. differential relays of different make & algorithm.

c) Numerical Bus Bar Protection

The high speed low impedance bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time ofbus bar faults, shall be provided for 220kV buses. Bus bar protection schemeshall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have the complete bus bar protection for present as well for present as well as for future bays envisaged i.e. input / output modules for future bays shall also be provided. Bus bar protection

system for new substation shall be de-centralized(distributed) type. For existing substations, the existing bus bar protection shall be augmented wherever required.

d) Numerical Local Breaker Back up Protection

This shall be provided for 220kV & 66kV breakers and will be connected to de- energize the affected stuck breaker from both sides.

2.14 Control Concept

All the EHV breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room and remote control center. Each breaker would have two sets of trip circuits which would be connected to separately fused DC supplies for greater reliability. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

2.15 Substation Automation System

(a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC- 61850 (Edition-I & II site selectable) shall be provided. The distributed architecture shall be used for SubstationAutomation System, where the controls shall be provided through Bay control units. The Bay Control Unit is to be provided bay wise. All bay control units as well as protection units are normally connected throughan Optical fibre high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc can be done from redundant Human Machine Interface (HMI) from the Control Room. Additionally IEC 61850 based annunciator system shall be provided for backup.

The functions of control, annunciation, disturbance recording, eventlogging and measurement of electrical parameters shall be integrated in the Substation Automation System.

At new substations, the Substation Automation System (SAS) shall be suitable for the operation and monitoring of the complete substation including proposed future bays/elements.

In the existing substations with a Substation Automation System (SAS), augmentation of existing SAS shall be done for bays under the present scope.

In the existing Substations where Substation automation is not provided,control functions shall be done through control panels & also interfaced to existing RTU/SCADA.

Necessary gateway and modems (as required) shall be provided to send data to SLDC as per their requirement and shall be provisioned with 2+2redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoidany single point of failure which may lead to interruption in real-time grid operation. Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup SLDCs. Anyaugmentation work at SLDC is in TSP's scope. However, all the configuration work at substation end required to send data to SLDC shallbe in the scope of TSP.

(b) Time Synchronisation Equipment

Time synchronization equipment complete in all respect including antenna, cable and processing equipment required to receive time signal through GPS or from National Physical Laboratory (NPL) through INSAT shall be provided at new substations. This equipment shall be used to synchronize SAS and IEDs etc.

2.16 Substation Support facilities

Certain facilities required for operation & maintenance of substations as described below shall be provided in new substation. In existing substation, these facilities have already been provided and would be extended/ augmented, wherever required.

2.17 AC & DC power supplies

For catering to the requirements of three phase & single phase AC supply and DC supply for various substation equipment's, the following arrangement is envisaged. However, for substation extension / augmentation, existing facilities shall be augmented as required -

i) For LT Supply at 220kV New Substation, Two (2) nos.

250kVA, 11/0.433kV Transformers shall be provided. The maximum permissible losses shall be as per Table 6 of IS-1180.

ii) Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP for drawing auxiliary supply at new substation. SuchSEMs may be provided by STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by SLDC as part of State Energy Accounting. Additionally, Active Energy Meters may be provided at the same point by local SEB/DISCOM for energy accounting,

iii) 2 Sets batteries of 220V for control & protection and 2 Sets 48V batteries for PLCC/ Communication equipment shall be provided at each new Substation with at least 10 hours battery backup and extended back up as required. Each battery bank would have a Flaot and float-cum- boost charger. Battery shall be of plante type.

iv) Suitable AC & DC distribution boards and associated LT Switchgear would be provided at new Substations. Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC & DC distribution boards shall have modules for all the present and future feeders as specified.

v) For Substation Extensions, existing facilities shall be augmented as required. For new substations following switchboards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

(a) 415V Main Switch board – 1 no.
(b) AC distribution board – 1 no.
(c) Main lighting distribution board – 1no.
(d) Emergency lighting distribution board – 1no.
(e) 220 Volt DC distribution board – 2nos.
(f) 48 Volt DC distribution board – 2nos.

415V Main Switch Board & AC distribution board shall be provided with

at least two incomers with one bus coupler and AC supply shall haveredundancy.

vi) In new Substations, one No. 58.5KVA DG set shall be

provided for emergency applications.

vii) Sizing of Auxiliary system (like battery, charger, LT switchgear) may be done considering future bay requirements to avoid replacement in future with higher sizes.

2.18 Fire Fighting System

Fire-fighting system in general conforms to fire insurance regulations of India.oil soak pit of adequate capacity in line with Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 to drain transformer oil in case of fire. Nitrogen Injection Fire Protection System (NIFPS) shall be required for all voltage Class Transformers. In addition, addressable type alarm system based on heat/smoke detectors are proposed to be installed at sensitive points in a substation e.g. Cable Vault, Control Room building and other buildings etc. Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

Optical Beam type heat detection for GIS hall fire protection system shall be provided for all the GIS halls. All fire protection system shall also comply withthe requirement of CEA (Measures Relating to Safety & Electric Supply) regulations.

2.19 Illumination

Normal & emergency AC & DC illumination shall be provided adequately in the control room & other buildings of the substation. The switchyard shall also be provided with adequate illumination.

The entire control room building, fire-fighting pump house, other buildings (if any) and switchyard shall be done by LED based low power consumption luminaries.

2.20 Control Room & GIS Building

Substation control room shall be provided to house substation work station forstation level control (SAS) along with its peripheral and recording equipment's, AC & DC distribution boards, DC batteries & associated battery chargers, Fire Protection panels, Telecommunication panels & other panels as per present

requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from control room for all the future bays also. Modular multidiamter cable sealing system which is water proof, fire proof, rodent proof wherever the control cable/Powercable/Instrumentation cable enter or leave the control room, shall be provided.

Technical Specification of UG Cable 66 kv 1000 sqmm is provided separately as **Appendix-D**, forming part of this document**.**

Technical Specification of UG cable 220 kv 1200 sqmm is provided separately as **Appendix-E**, forming part of this document.

EXTENSION OF EXISTING SUBSTATION

The following drawings/details of existing substation are attached with the RfP documents for further engineering by the bidder.

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	**Ex. 220kV Ekarajapura substation**		
1.0	Single Line Diagram	KPTCL/TECH/SS-220/HKT-1/R2	
2.0	Layout Plan	KPTCL/TECH/SS-220/BNK-4/R2	
3.0	Cross Section	KPTCL/TECH/SS-220/BNK-5/R2	
4.0	Earthmat Layout	SEE/R&D/F4 (1)	
B.	**Ex. 66kV Mandur substation**		
1.0	Single Line Diagram	DRG.NO.KPTCL/TECH/SS-66/1071	
2.0	Layout Plan	DRG.NO.KPTCL/TECH/SS —66/ 1071 —A/R1	
3.0	Cross Section		
4.0	Earthmat Layout	DRG NO. SEE/R&D/EEE/ KCO-169/ 2022-23/F-10(33)	
C.	**Ex. 66kV Hoskote S/s**		
1.0	Single Line Diagram	DRG NO.HSK 01	
2.0	Layout Plan	DRG NO.HSK 02	
3.0	Cross Section		
4.0	Earthmat Layout	SEE/R&D/F4(2)	

Note: The existing drawings provided above and in subsequent amendments to the RfP are as received from the developer of existing substation and provided only for reference. Bidders shall follow the RfP for scope of work. Actual site conditions may be different due to other schemes being executed or subsequent revisions by the developer. Therefore, Bidders are advised to visit the substation sites and acquaint themselves with the actual site conditions, layout, topography, infrastructure such as the requirement of roads, cable trench, drainage, boundary etc. and also the design philosophy.

Details of existing substation								
S.no	**From**	**To**	**Capacity available in LT transformer**	**Spare feeder in ACDB**	**Spare feeder in DCDB**	**Battery capacity**	**Availability of Busbar protection**	**Availability of fire hydrant system**
1.	Proposed 220 KV Hoskote S/s	Ex. 220 kv Ekrajpura S/s	Available	Available	Available	300Ah	Existing:M/s Sifang make, CSC150 bus bar protection relay. Provision is not there for proposed bays. New Bus bar potection needs to be provided	Not Applicable
2.	LILO of DG4 line	Ex. 66kV Mandur S/s	Available	Available	Available	100 Ah	Not Applicable	Not Applicable
3.	Proposed 220 KV Hoskote S/s	Ex. 66kV Hoskote S/s	Existing substation will be merged with proposed Hoskote new s/s.					

SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

The communication requirement shall be in accordance to CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, CERC (Communication System for inter-State transmission of electricity) Regulations, 2017, CEA (Cyber Security in Power Sector) Guidelines, 2021, and CERC Guidelines on "Interface Requirements" 2024, all above documents as amended from time to time.

The complete InSTS communication system commissioned by TSP under the RFP shall be the asset of InSTS and shall be available for usage of InSTS requirements as suggested by STU from time to time.

The communication services viz. SCADA, VoIP, PMU, AGC & AMR (wherever applicable) have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre (SLDC) and 2 channels for Backup Control Centre (SLDC). In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation.

PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.

Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup SLDC.

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall provide the following:

C.1.0 Providing 48F OPGW for the Transmission Lines for 220kV class express line:

220kV Lines:

1. DC line from 220kv Ekrajapura sub-station to proposed Hosakote (New) with runs of 1200sq mm UG Cable (Existing 2 TB at Ekrajpura SS to be utilised with suitable modification to meet the requirements of proposed 1200 sqmm UG cable).

UG OFC (48 F),2 runs has to be laid along with the UG cable and protection has to be established by providing DTPC (digital tele protection coupler – 8 command) on E1 at both ends.

At Ekrajapura S/s, the new DTPC to be integrated to the existing SDH.

C.2.0: Terminal Bays at Substation

1. 2Nos. of 220kV line bays at 220kV Hosakote_New Substation for termination of Ekarajapura DC lines.

I. TSP shall supply, install & commission one or more no. FODP (336F or higher) alongwith panel and required Approach Cables (48F) with all associated hardware fittings from gantry tower to Control Room and from the Bay Kiosk to Control room.

II. TSP shall supply, install & commission One or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum Nine (9) directions with Multiplex Section Protection – 1+1 (MSP)with necessary interfaces to meet the voice and data communication requirement among proposed Hoskote_New S/s. These directions shall exclude protected (1+1) local patching among equipment (if any). The suitable DC Power Supply and backup to be provided for communication equipment. The 8command Digital Tele Protection Coupler (DTPC) with 220V DC source on E1 for each 400kV line at both ends to be provided.

III. FOTE/FODP panel shall be installed in the new Bay Kiosk/ Switchyard Panel Room (SPR). The FOTE under present scope shall be integrated by TSP with the existing FOTE at remote end Sub-stations Ekarajapura which shall be communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc. and optical interfaces/equipment in the existing FOTE/FODP panels for integration with the existing FOTE for onwards data transmission.

In case spare optical direction is not available in the existing FOTE the TSP shall coordinate with station owner to reconfigure the directions in existing FOTE at control room. Alternatively, The TSP may integrate the FOTE under the present scope with existing FOTE in the nearby Kiosk connected to the control room FOTE (if available with spare direction). For this purpose, TSP shall provide necessary FODP sub rack / Splice trays/ Patch cords etc. and suitable optical interfaces/ equipment in the existing FOTE/FODP panels in another Kiosk (SPR).

IV. FOTE & FODP can be accommodated in same panel to optimize space.

V. The new communication equipment under the present scope shall be compatible for integration with existing KPTCL NMS of OPGW. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by KPTCL Team, however all the necessary support in this regard shall be ensured by TSP.

The maintenance of all the communication equipment and software thereof including FOTE, PMU, FODP, approach cable, DCPS along with Battery Bank shall be the responsibility of TSP.

C.3.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install & commission required No. of Phasor Measurement Units (PMUs) PMUs at all the locations under the scope of TSP under this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (along with all amendments if any), and all the applicable Regulations, Standards, Guidelines issued time to time. The signal list shall be as per the Annexure-I Part-B of CERC Guidelines on “Interface Requirements” 2024. These PMUs shall be provided with

GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating stations with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective SLDC&RLDC. Configuration work in existing PDC at SLDC/ RLDC for new PMU integration shall be done by respective TSP in co-ordination with SLDC/ RLDC. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

Note: Existing Station owner/s to provide necessary support to integrate different equipment & applications of new extended bays with the existing substation e.g. Communication (through FOTE), Voice etc. for smooth operation and monitoring of new added grid elements.

Appendix-F.1

Repeater Requirements -VOID

- If the repeater location is finalized in the Control Room of a nearby substation, TSP shall provide 1 No. OPGW (96F/48F)as per OPGW in main line to accommodate all OPGW fibers of main line ,on a single Earthwire peak with OPGW Hardware & mid-way Joint Boxes etc. of the line crossing the main line and 1 no. Approach Cable (96F/48F)as per OPGW laid to accommodate all OPGW fibers of main line ,with all associated hardware fittings, to establish connectivity between crossing point of main transmission line up to the repeater equipment in substation control room.

  TSP shall co-ordinate for Space and DC power supply sharing for repeater equipment.

  TSP shall provide required FODP, FOTE (with STM-16 capacity) with suitable interfaces require for link budget of respective link.

  OR

- If the repeater location is finalized in the nearby substation premises, the TSP shall identify the Space for repeater shelter in consultation with station owner. Further TSP shall provide 1 No. OPGW (96F/48F) as per OPGW in main line to accommodate all OPGW fibers of main line, on a single Earthwire peak with OPGW Hardware & mid-way Joint Boxes etc. of the line crossing the main line and 1 No. Approach Cable (96F/48F)as per OPGW laid to accommodate all OPGW fibers of main line, with all associated hardware fittings, to establish connectivity between crossing point of main transmission line up to the substation where the repeater shelter is to be housed.

  TSP shall provide repeater shelter along with FODP, FOTE (with STM-16 capacity) with suitable interfaces require for link budget of respective link, reliable power supply provisioning for AC and DC supply, battery bank, Air Conditioner and other associated systems.

  OR

- If the repeater location is finalized on land near the transmission tower. TSP shall make the provisions for Land at nearby tower for repeater shelter. Further TSP shall provide required. Approach Cable (96F/48F)as per OPGW laidin main line to accommodate all OPGW fibers of main line,with all associated hardware fittings to establish connectivity up to the location of repeater shelter.

  TSP shall provide repeater shelter along with FODP, FOTE (with STM-16 capacity) with suitable interfaces require for link budget of respective link, reliable power supply provisioning for AC and DC supply, battery bank, Air Conditioner and other associated systems

  Maintenance of OPGW Cable and OPGW Hardware, repeater equipment & items associated with repeater shelter shall be responsibility of TSP.

Annexure-F.1

Next Generation Firewall (NGFW)

TSP shall provide 2NGFW one in Main & another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE & SAS gateway/s at the substation. All ethernet based applications shall be terminated in the firewall ports directly (e.g. PMU, AMR, VOIP, SAS/SCADA etc.). Each port of firewall shall work as a separate zone. Firewall shall be hardware based with features of Block/Allow/drop and IPSec VPN (network encryption).

The number of ports/interfaces in each firewall (i.e. Main & Standby) shall be minimum 16 nos. TSP shall provide either single firewall or multiple firewalls to meet this interfaces requirement, each for main as well as standby firewall. Minimum throughput of firewall shall be 300 Mbps.

The Firewall shall be managed/ configured as standalone at present and shall also have compatibility to manage/configure through Centralized Management Console (CMC) remotely in future.

Firewall shall be tested and certified for ISO15408 Common Criteria for least EAL4+. Further, the OEM must certify that it conforms to Secure Product Development Life Cycle requirements as per IEC62443-4-1. The firewall shall generate reports for NERC-CIP Compliance.

The specifications for the firewalls are given at **Annexure-F.2** and schematic diagram showing firewall placement given at **Figure F.2.**

Annexure F.2

Specifications of Next Generation Firewall (NGFW)

1. NGFW shall have following features including but not limited to:

   Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) and Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) & Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man InThe Middle (MITM) attack prevention.

2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP & UDP packets. It shall have the provision to define application control list based on application group and/or list.

3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching

4. Firewall shall have Management Console port to configure remotely.

5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.

6. Firewall shall be rack mounted in existing standard equipment cabinets.

7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.

8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux & Mac.

9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.

10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.

11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.

12. Firewall shall have the capability to configure sufficient number of VLANs.

13. Firewall shall have the capability to support sufficient number of sessions.

14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps

15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security

16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.

17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality

18. Shall support simultaneous operation with both IPv4 and IPv6 traffic

19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization

20. Firewall shall have the features of port as well as MAC based security

21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.

22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.

23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

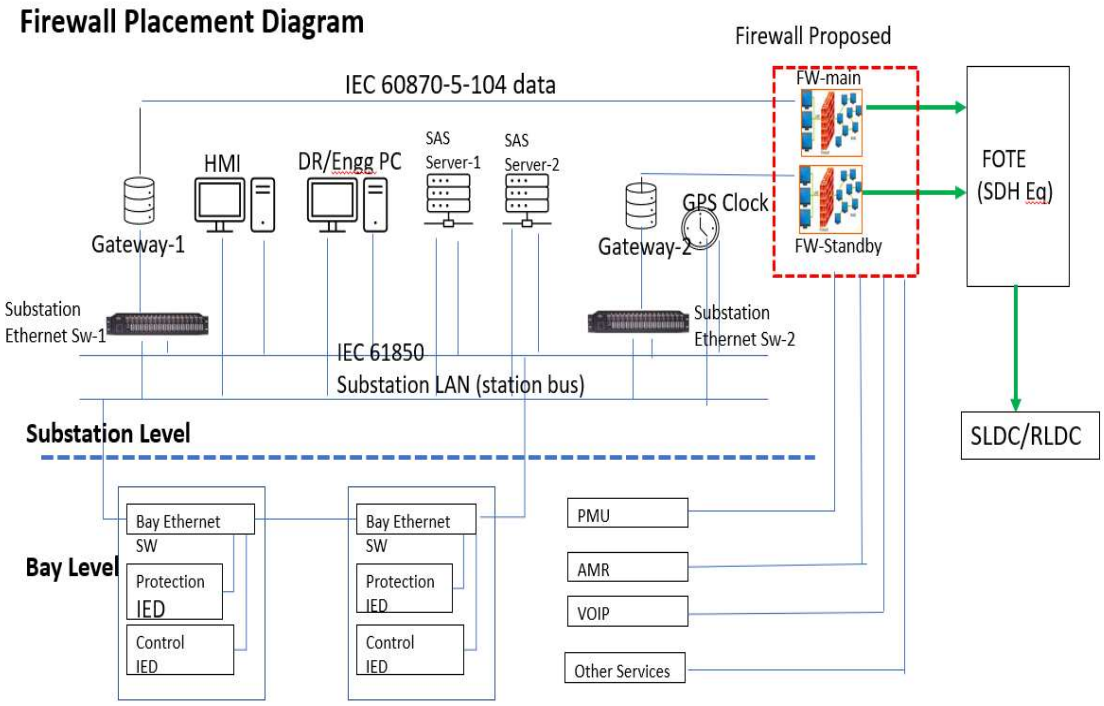
Firewall Placement Diagram
Firewall Proposed
IEC 60870-5-104 data
FW-main
FW-Standby
FOTE
(SDH Eq)
HMI
DR/Engg PC
SAS
Server-1
SAS
Server-2
GPS Clock
Gateway-1
Gateway-2
Substation
Ethernet Sw-1
Substation
Ethernet Sw-2
IEC 61850
Substation LAN (station bus)
SLDC/RLDC
Substation Level
Bay Level
Bay Ethernet
SW
Protection
IED
Control
IED
Bay Ethernet
SW
Protection
IED
Control
IED
PMU
AMR
VOIP
Other Services

Figure F.2

C.4.0 PLCC and PABX:

Power line carrier communication (PLCC) equipment complete for speech, tele-protection commands and data channels shall be provided on each transmission line. The PLCC equipment shall in brief include the following: -

- Coupling device, Coupling filters line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centres (RLDC/ SLDC) etc.
- Coupling devices shall be suitable for 400kV and 220kV voltage class. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.
- The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device.
- The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.
- PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines are under present scope:

Sl. No	Line name	PLCC configuration
1	-	-
2	-	-
3	-	-

- Further, CVT and Wave trap for all 400 kV and 220 kV line bays under present scope shall be provided by TSP.
- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.

C.5.0: Communication through VSAT:

KPTCL is having captive VSAT communication network for all Sub-stations. The VSAT equipment will be provided by KPTCL and the estimated cost of equipment will be intimated.

In addition, License fee, Annual bandwidth charges, AMC cost and other statutory charges pertaining to VSAT on quarterly basis needs to be paid. The demand note will be issued from KPTCL to pay the charges. An undertaking agreement on a stamp paper towards payment of VSAT charges has to be submitted to KPTCL (as a back-up communication)

C.6.0: Integration of new bay into an existing Remote Terminal Unit (RTU):

1. 1No. of 66kV line bay at 66kV Mandur Substation to be integrated to existing RTU.

The TSP need to ensure compatibility of hardware and software, proper communication protocols, and adherence to safety standards. Key aspects include selecting appropriate I/O modules, configuring communication interfaces, and addressing potential cyber security threats (refer the technical specification of KPTCL)

C.7.0: Providing UG-OFC(48F) along with Power cable:

General

The Underground fibre optic cable shall be unarmoured and shall be suitable for underground installation in pipes. The cable should be of low weight, small volume and high flexibility. The mechanical design and construction of each unit shall be inherently robust and rigid under all condition of operation, adjustment, replacement, storage and transport. The UGOFC to be terminated by providing suitable LIU (Line interfacing Unit).

Applicable Standards:

The cable shall conform to the standards named below and the technical specifications described in the following sections.

ITU-T Recommendations G-652.

Electronic Industries Association, EIA/TIA 455-78A, 455-3A, 455-62A, 455-164A/167A/174. 455-168A/169A/175A, 455-176, 455-59, EIA/TIA598, EIA 455-104.

International Electro technical Commission standards, IEC 60304, IEC 60794-1-2, IEC 60811-5-1.

Bell Core GR-20.

SPECIFIC TECHNICAL REQUIREMENTS FOR INTEGRATION OF COMMUNICATION EQUIPMENT WITH STATE LEVEL NMS &REGIONAL UNMS:

The new communication equipment/ system for all the substations under the present scope shall be compatible for integration with existing regional level NMS system/ Centralized Supervision and Monitoring System (CSMS) i.e. Regional UNMS. The local configuration of the new communication equipment at the station end shall be the responsibility of TSP as per **Annexure E.1**. The configuration work in the existing centralized NMS/ CSMS at Control center end, for integration of new Communication equipment/ system shall be done by Regional ULDC Team/ NMT, however all the necessary support in this regard shall be ensured by TSP.

Requirement for integration of Communication Equipment with Regional UNMS:

1. TSP shall ensure that NMS/EMS/NE supplied by them is NBI compliant and all FCAPS functionality is supported in the NBI such as NE Inventory, Hardware Inventory – Shelf/Slot/Card/SFP/Port, Topology, Protections, Alarms, Performance-real time and periodic, Performance KPI parameters (E-1, STM, Ethernet) , Remote Configuration, Cross Connects, Trails and Circuits, Services Provisioning (NE), E-1 , STM, Ethernet , TX and RS Trace, loop back and details are published in the NBI guide for the configuration parameters.
2. TSP shall be obliged to provide/share all necessary documentations such as NBI Guide/MIB/IDL/WSDL/API files/ etc. for onward integration of their NMS/EMS/NE with regional UNMS.
3. The following support shall be provided by TSP for integration of their supplied equipment with regional UNMS:
    - Enabling and activating NBI license in their EMS/NMS and providing NBI login access along with User credentials
    - Assist in verifying NBI Connectivity with UNMS vendor for the successful communication and retrieval of data.
    - Assist in troubleshooting (if required) for NBI connectivity along with UNMS vendor for the communication and retrieval of data.
4. For standalone NE which is not integrated with any EMS/NMS, TSP shall provide modality of complete FCAPS data acquisition as above through industry standard programmatic methods and provide the CLI command manual.

Frequently Asked Queries:

Transmission Line:

1.1 Please clarify that whether shutdowns for crossing of existing transmission lines of POWERGRID/STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP on chargeable basis or free of cost.

Reply: Shutdowns for crossing of existing transmission lines of POWERGRID/ STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP by the concerned owner of the lines as per their own terms and conditions. As far as shutdown of ISTS lines are concerned the same can be availed by approaching respective Regional Power Committee.

1.2 We understand that the suggested swing angle criteria are applicable for Suspension Insulator in Suspension Tower. Further, you are requested to provide similar swing angle and clearance criteria for Pilot Insulator with Jumper and Jumper.

Reply: It is clarified that the swing angle criteria (as mentioned in RFP) for transmission lines is applicable for Suspension Insulator in Suspension Tower. Further, as per Clause 2.2 of Specific Technical Requirements for transmission lines, Transmission service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

1.3 We request you to kindly allow that use of diamond configuration at Power line crossings and the existing owner of the lines may be directed to allow the same for the successful bidders.

Reply: Power line crossing including Diamond configuration is the responsibility of the TSP. TSP shall formally submit the profile of the crossing section to the owner of the existing line suggesting proposed crossing alternatives. The crossing will have to be carried out as per approval of owner of the existing line.

1.4 It is requested you to kindly provide present status of Forest Clearances if any transmission line corridor area falling in wildlife forest / reserve forest/ mangroves.

Reply: Based on the preliminary route survey, the process of initiation of forest clearance for the forest stretches, if any, enroute the proposed line alignment will be initiated by way of writing letters to the concerned authority (ies). However, it may be noted that it will be the responsibility of TSP for obtaining forest clearance for the forest stretches as provided in the survey report and also for any forest area encountered during detailed survey.

1.5 For transmission line, no special requirement is specified for type of Insulator and creepage in RFP document. Hence it is understood that bidder can decide the type of insulator along with creepage requirement based on general CEA regulations and relevant standards. Kindly confirm.

Reply: The minimum specific creepage distances shall be decided for the pollution condition in the area of installation. It shall be as per CEA regulations and relevant standards.

Substation

2.1 We understand that space for storage of O&M spare shall be provided by the existing owner within the station boundary without any cost. Kindly confirm.

Reply: Space for storage of O&M spares shall be arranged by TSP on its own.

2.2 With reference to subject scheme of existing sub-station, we assumed following scope of work:

(a) We assumed internal road is available and need not to be consider in the present scope of work.

(b) Drainage is available and need not to consider in the present scope of work.

(c) Cable trench extension adjacent to Main cable trench only under present scope of work.

(d) Levelled area being provided by developer for bay extension.

Reply: Regarding requirement of internal road, drainage, cable trench, leveling of the bay extension area, bidder is advised to visit site and acquaint themselves with the provisions/facilities available at substation.

2.3 Kindly provide the soil investigation report of soil parameters of existing substation.

Reply: Bidder is advised to visit the substation site and ascertain the requisite parameters.

2.4 Kindly confirm, energy accounting of aux. power consumption. Whether it will be on chargeable basis or part of transmission loss.

Reply: It will be on a chargeable basis.

2.5 We understand that VMS requirement is for unmanned stations only. For Manned stations VMS is not compulsory.

Reply: VMS shall be provided in line with requirements of RfP document.

2.6 It is understood that Construction water and power shall be provided free of cost to TSP by the respective substation owner for construction of new bays.

Reply: Arrangement of construction power and water is in the scope of TSP.

2.7 It is understood that the existing fire hydrant system shall be extended by the TSP for bay extension.

Reply: Existing fire hydrant system shall be extended from existing system (if required)

2.8 We understood that no any dedicated metering CT and CVT is required for Line/feeders. Further, we understood that requisite Energy meters for various 765 kV, 400 kV and 220 kV Feeders shall be provided and installed by CTU free of cost to TSP.

Reply: Dedicated metering CT and CVT are not required for line/feeders. Metering core of existing CT/CVT can be used provided accuracy class matches with metering requirement. Requisite Special Energy Meters shall be provided and installed by CTU at the cost of TSP in C&P panel subject to space availability, else, in separate metering panel (to be provided by TSP at its cost).

2.9 Please clarify whether the spare 765 kV single phase Reactor unit for Bus reactor shall be provided with 1ph 765 kV CB.

Reply: As per RfP, the spare 1-Ph reactor unit shall be utilized for all the bus and switchable line reactor banks (including for future reactor banks). Hence, 1ph 765 kV CB shall also be provided with spare 1-Ph reactor for utilizing with bus reactor as well as switchable line reactor.

2.10 It is understood that existing busbar protection has provision for future bays and also PUs are available for future bays. BPC to confirm availability of CU and PU for bays under present scope of work at existing substations. BPC may kindly confirm availability of communication ports for integrating new PUs with the existing CUs at existing substations.

Reply: Bus Bar Protection with Central Unit (CU) is required for the new bus section as specified in RfP. Peripheral Units (PUs) shall be provided by the respective bay owner. Further, augmentation/replacement of existing CU, if required, to meet the system requirement shall also be provided for proper functioning of bus bar protection.

2.11 For SCADA, it is understood that necessary process I/O shall be available for future bays and accordingly license for same. BPC to confirm.

Reply: Necessary process I/O along with license shall be in the scope of the successful bidder.

2.12 No separate FF system is envisaged under the present scope of work for existing substation. BPC to confirm.

Reply: Existing fire-fighting systems shall be extended to meet the additional requirements under present scope.

2.13 PLCC for 220 kV Lines are not under the scope of TSP. BPC to Confirm.It is requested to provide Type of Coupling for 220 kV Transmission Lines under present scope.

Reply: PLCC for 220 kV line is in the scope of developer of the line.

Inter circuit coupling for 220 kV D/C and phase to phase coupling for 220 kV S/C shall be applicable for PLCC.

2.14 BPC is requested to confirm the availability of space in the existing control rooms at existing substation for execution of extension work under current project.

Reply: Switchyard Panel Rooms are generally required for AIS type substation and relay room are required for GIS type substation. Further, if needed, the control room shall be augmented as per requirement.

Communication

3.1 What are the usage of OPGW, FOTE, PMU etc. under communication requirement of RFP?

Reply: User shall be responsible for providing compatible equipment along with appropriate interface for uninterrupted communication with the concerned control center and shall be responsible for successful integration with the communication system provided by STU.

Communication systems e.g. OPGW, FOTE etc. and PMU are required for grid operation through RLDC/SLDC, speech communication, tele-protection and tele-metering.

3.2 Is space for installation of communication panels are provided to TSP in existing Substations incase new bays are in the scope of TSP?

Reply: The space related issues are deliberated in the RFP itself. TSP to install FOTE/FODP panels in the new Bay Kiosk (Switchyard Panel Room (SPR)) / Bay Kisok/ Relay Panel Room (in case of GIS S/s). Further, TSP to connect and integrate the proposed FOTE with the existing FOTE in the control room to

complete the communication path upto RLDC.

In Case 132 kV Substation TSP shall accommodate the said panels either by extension of existing control room or other arrangements.

3.3 How are PMUs integrated for new bays at existing Substations?

Reply: PMU data of new bays to be provided in the ethernet port of switch at control room and thereafter to be connected with existing FOTE of existing substation to send data to PDC of RLDC by TSP. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations with Fibre Optic cable.

3.4 Is Spare direction available in existing FOTE for integration with new bay kiosk FOTE

Reply: The FOTE under present scope shall be integrated by TSP with the existing FOTE at control room of substation for onwards data transmission.

In case spare optical direction is not available in the existing FOTE at the control room, the TSP shall coordinate with station owner to reconfigure the directions in existing FOTE at control room.

3.5 What is the distance from LILO point to proposed substation for feasibility of repeater station?

Reply: Tentative Location of LILO point shall be as per survey report of BPC however exact location to be ascertained after detailed survey by TSP.

3.6 What is the make and model of existing OPGW in case LILO of main line at new substation?

Reply: All OPGW (alongwith optical fibers) meet Central Electricity Authority (Technical Standards for Communication System in Power System Operations) Regulations, 2020 and bidder shall install OPGW accordingly.

3.7 In case of LILO of existing line at new substation who shall provide PMUs at existing substation bays?

Reply: TSP to provide PMUs for all bays under their scope of RFP.

Schedule: 2

Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishing 2 x 150 MVA, 220/66/11 kV Gas Insulated station (Indoor type) at Hosakote (New) in Hosakote taluk, Bengaluru Rural District. i. 2X150 MVA, 220/66/11 kV transformers. ii. 220 KV line bays: 4 no's (2 no's for Doddathagalli SS & 2 no's for Ekrajpura SS) iii. 66 kV line bay: 11 no's (7 – present line + 2 – Spare module + 2 – Interconnecting Module). Space For Future Provision: • 220 kV line bays – 4 Nos. • 220/66 kV Transformers - 3 Nos.	18 Months	100%	All elements of scheme are required to be commissioned simultaneously as their utilization is dependent on each other.

	• 220 kV Transformer bays - 3 Nos • 66 kV Line Bays: 5 Nos • 66 kv side of 220/66 kV Transformer bays: 3 Nos			
220kV connectivity:				
2.	DC line from 220kv Ekrajapura sub-station to proposed Hosakote (New) with 2 runs of 1200sq mm UG Cable (Existing 2 TB at Ekrajpura SS to be utilised with suitable modification to meet the requirements of proposed 1200 sqmm UG cable)			
66kV connectivity:				
3.	Interconnecting existing 66/11kV Hosakote sub-station to the proposed GIS substation through 66 kv 1000 sq mm UG cable			
4.	LILO of DG3 and DG4 line to proposed 220kv Hosakote new sub-station along with conversion of 66KV DG3 and DG4 Coyote lines from proposed 220kV Hosakote (new) sub-station upto 12 pole structure with LILO to 66kv Konadasapura on DG3 line to Coyote equivalent HPC			
5.	LILO arrangement to 66kV Mandur on DG4 line with 66KV 1000sq mm UG Cable for LILO portion along with 2 nos of 66kV TB's at Mandur			

6.	Termination of existing 66kV SC line of 66/11kV Jadigenahalli substation from Ex.66 kv Hoskote Ss to proposed 220/66kV Hosakote (New) substation.			
7.	Termination of existing 66kV SC line of 220/66kV Malur substation from Ex.66 kv Hoskote Ss to proposed 220/66kV Hosakote (New) substation.			
8.	Termination of existing 66kV SC line of 220/66kV Hoody substation from Ex.66 kv Hoskote Ss to proposed 220/66kV Hosakote (New) substation.			

The payment of Transmission Charges for any Element, irrespective of its successful commissioning on or before its Scheduled COD, shall only be considered after successful commissioning of the Element(s), which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project is: 18 months from effective date

Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1: **Site Regulations and Safety:**

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Nodal Agency and the STU for the purpose of monitoring of the Project.

2: **Emergency Work:**

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any entity, other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3: **Site Clearance:**

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4: **Watching and Lighting:**

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

Schedule: 4

Computation of Transmission Charges

1.1 General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per provision of this agreement.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	140 X 25% X ((28+31)/365)	5.65		--	0.00
1-Apr-18 to 30-Nov-18	140 X 25% X (244/365)	23.39		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
……					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Sept-18	--	0.00		--	0.00
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-May-2020	25%
Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Oct-19 to 31-Mar-20	--	0.00	1-Oct-19 to 31-Mar-20	--	0.00
1-Apr-20 to 30-Apr-20	-	0.00	1-Apr-20 to 30-Apr-20	-	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr to 30-Apr)	140 X 100% X (30/ 365)				11.51

Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
……					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1		**Transmission Charges for Element 2**
1-July-19 to 31-Mar-20	140 X 100% X (274/365)	105.09
2	140 X 100% X 1	140
3	140 X 100% X 1	140
4	140 X 100% X 1	140
5	140 X 100% X 1	140
…….		
……..		
36 (1-Apr to 30-Jun)	140 X 100% X (91/365)	34.91

Illustration-7: In case of early commissioning of an element

Quoted Transmission Charges: **Rs. 140 Million**
Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Apr-2019 to 30-Jun-19	140 X 25% X (91/365)	8.72	1-Apr-2019 to 30-Jun-19	--	0.00
1-July-19 to 31-Mar-20	140 X 100% X (274/ 365)				105.09
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr-30-Jun)	140 X 100% X (91/365)				34.91

The Transmission Charges shall be payable on monthly basis as computed above.

1.2 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

For AC System:

a. If Actual Transmission System Availability for the month m of contract year n is equal to 98.50% ;

Monthly Transmission Charges MTC(m) = Tmn *1

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%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 98.5%and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

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) = Tmn *1

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) = Tmn * (AA/ 96%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

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) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

where:

- AA is the actual Availability, as certified by RPC, as per procedure provided in Schedule 6.
- m is the month in Contract Year ‘n’

- Tmn= 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

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.

1.3 RLDC/SLDC Fee & Charges

The payment of RLDC / SLDC fee & charges, in accordance with relevant regulations of Central Commission / State Commission, shall be the responsibility of the TSP.

Schedule: 5

Quoted Transmission Charges

[Quoted Transmission Charges from Annexure - 21 of the RFP of the Selected Bidder to be inserted here]

[To be incorporated from the Bid of the Selected Bidder submitted during the e-reverse auction after its selection]

Quoted Transmission Charges: Rs. …… Million

Proportionate Transmission Charges payable for each Element of the Project:

Sl. No.	Scope of the Transmission Scheme	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishing 2 x 150 MVA, 220/66/11 kV Gas Insulated station (Indoor type) at Hosakote (New) in Hosakote taluk, Bengaluru Rural District. i. 2X150 MVA, 220/66/11 kV transformers. ii. 220 KV line bays: 4 no's (2 no's for Doddathagalli SS & 2 no's for Ekrajpura SS) iii. 66 kV line bay: 11 no's (7 – present line + 2 – Spare module + 2 – Interconnecting Module). Space For Future Provision: • 220 kV line bays – 4 Nos. • 220/66 kV Transformers - 3 Nos. • 220 kV Transformer bays - 3 Nos • 66 kV Line Bays: 5 Nos	100%	All elements of scheme are required to be commissioned simultaneously as their utilization is dependent on each other.

	• 66 kv side of 220/66 kV Transformer bays: 3 Nos		
220kV connectivity:			
2.	DC line from 220kv Ekrajapura sub-station to proposed Hosakote (New) with 2 runs of 1200sq mm UG Cable (Existing 2 TB at Ekrajpura SS to be utilised with suitable modification to meet the requirements of proposed 1200 sqmm UG cable)		
66kV connectivity:			
3.	Interconnecting existing 66/11kV Hosakote sub-station to the proposed GIS substation through 66 kv 1000 sq mm UG cable		
4.	LILO of DG3 and DG4 line to proposed 220kv Hosakote new sub-station along with conversion of 66KV DG3 and DG4 Coyote lines from proposed 220kV Hosakote (new) sub-station upto 12 pole structure with LILO to 66kv Konadasapura on DG3 line to Coyote equivalent HPC		
5.	LILO arrangement to 66kV Mandur on DG4 line with 66KV 1000sq mm UG Cable for LILO portion along with 2 nos of 66kV TB's at Mandur		
6.	Termination of existing 66kV SC line of 66/11kV Jadigenahalli substation from Ex.66 kv Hoskote Ss to proposed 220/66kV Hosakote (New) substation.		
7.	Termination of existing 66kV SC line of 220/66kV Malur substation from Ex.66 kv Hoskote Ss to proposed		

	220/66kV Hosakote (New) substation.		
8.	Termination of existing 66kV SC line of 220/66kV Hoody substation from Ex.66 kv Hoskote Ss to proposed 220/66kV Hosakote (New) substation.		

Schedule: 6

Annexure-V

Procedure for Calculation of Transmission System Availability

i) 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.

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.

a. **AC transmission lines**: Each circuit of AC transmission line shall be considered as one element;
b. **Inter-Connecting Transformers (ICTs):** Each ICT bank (three single-phase transformers together) shall form one element;
c. **Static VAR Compensator (SVC):** SVC, along with SVC transformer, shall form one element. However, 50% credit to inductive and 50% to capacitive rating shall be given.
d. **Switched bus reactor:** Each switched Bus Reactor shall be considered as one element.

ii) The Availability of Transmission System shall be calculated as under:
% System Availability for the system

$$= \frac{o \times AVo + p \times AVp + q \times AVq + r \times AVr}{o + p + q + r} \times 100$$

Where,

o is Total number of AC lines.

AVo is availability of o number of AC lines.

p is Total number of switched bus reactors.

AVp is Availability of p number of switched bus reactors.

q is Total number of ICTs.

AVq is Availability of q number of ICTs.

r is Total number of SVCs.

AVr is Availability of r number of SVCs.

iii) The weightage factor for each category of transmission elements shall be as under:

(a) For each circuit of AC line – Surge Impedance Loading for Uncompensated line (SIL) multiplied by Circuit Km. (SIL rating for various voltage level and conductor configuration shall be as per the procedure adopted for power system analysis)

(b) For each ICT bank – The rated MVA capacity.

(c) For SVC – The rated MVAR capacity (inductive & capacitive).

(d) For switched Bus reactor – The rated MVAR capacity.

iv) The availability for each category of transmission elements shall be calculated based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the Transmission elements are as per Enclosure-**I**.

v) The transmission elements under outage due to following reasons not attributable to the Transmission Licensee shall be deemed to be available:

(a) Shut down to transmission elements availed by other agency/agencies for maintenance or construction of their transmission system.

(b) Manual tripping of line due to over voltage and manual tripping of switched bus reactor as per the directions of RLDC / SLDC.

vi) Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration.

(a) Outage of elements due to acts of God and force majeure events beyond the control of the Transmission Licensee.

(b) Outage caused by grid incident/disturbance not attributable to the Transmission Licensee, e.g. faults in substation or bays owned by other agency causing outage of the Transmission Licensee's elements, tripping of lines, ICTs, etc. due to grid disturbance. However, if the elements is not restored on receipt of direction from SLDC while normalising the system following grid incident/disturbance within reasonable time, the element will be considered not available for whole period of outage and outage time shall be attributable to the Transmission Licensee.

Enclosure-1

AVo (Availability of o no. of AC lines) =

$$\sum_{i=1}^{o} (Wi(Ti - TNAi) / Ti \; / \; \sum_{i=1}^{o} wi$$

AV*q* (Availability of *q* no. of ICTs)=

$$\sum_{K=1}^{q} (Wk(Tk - TNAk) / Tk) \; / \; \sum_{k=1}^{q} Wk$$

Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

Schedule: 8

Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the ……..[Insert name of the SPV] or Selected Bidder on behalf of the TSP, or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated …….and the other RFP Project Documents and the Nodal Agency and the ……..[Insert the name of the BPC], agreeing to execute the *RFP Project Documents* with the Selected Bidder, regarding setting up the Project, the ……. [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to …… (being the Nodal Agency) at ……[Insert the Place from the address of the Nodal Agency indicated in the TSA] forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees …….. Crores (Rs. …….) only [Insert the amount of the bank guarantee] on behalf of M/s. ……. [Insert name of the Selected Bidder or SPV].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ……and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. …….. Crores (Rs. ……..) only. Our Guarantee shall remain in force until …….. [Insert the date of validity of the Guarantee as per Article 3.1.2 of this Agreement]. The Nodal Agency, shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from …… (in its roles as the Nodal Agency), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by

..... [Insert name of the Selected Bidder], …….. [Insert name of the TSP] and / or any other person. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against …… [Insert name of the SPV] or the Selected Bidder, as the case may be, to make any claim against or any demand on …… [Insert name of the SPV] or the Selected Bidder, as the case may be, or to give any notice to …… [Insert name of the SPV] or the Selected Bidder, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against …… [Insert name of the SPV] or the Selected Bidder, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement.

The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

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 3.1.2 of the Transmission Service Agreement], with an additional claim period of three hundred sixty five (365) 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 or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency 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

SCHEDULE: 8A

(ISB for CPG)

FORMAT FOR SURETY INSURANCE CONTRACT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.

Foreign entities submitting Bids are required to follow the applicable law of India)

In consideration of the ..... [Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] (hereinafter referred to as the **'Principal Debtor'** for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal (**'RFP'**) and other RFP Project Documents, subject to the condition of providing a Performance Bank Guarantee or a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the Central Transmission Utility of India Limited (**'CTUIL'**) [herein after referred to as the Nodal Agency], the [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as **"Surety"**) hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at _____ [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely.....] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs.....) only [Insert the amount of the Surety Insurance Contract]

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency, and shall not be terminable by notice or any change in the constitution of the Surety or the term of the Transmission Service Agreement or by any other reasons whatsoever and the liability hereunder of the Surety shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed (with or without the knowledge or consent of the Surety) by or between the Principal Debtor and the Nodal Agency.

The liability of the Surety under this Surety Insurance Contract is restricted to Rupees ..... Crores (Rs) only. The Surety Insurance Contract shall remain in force until [Insert the date of validity of the Surety Insurance Contract]. The Nodal Agency shall be entitled to

invoke this Surety Insurance Contract up to three hundred sixty five (365) days after the last date of the validity of this Surety Insurance Contract.

The Surety hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, containing the statement that the contractor has failed to meet its contractual obligations raised at the above mentioned address of the Surety (address of Surety office should be a place in NCR only) and the Surety shall pay the amount without reference to the Principal Debtor.

Any such demand made by the Nodal Agency on the Surety shall be conclusive and binding not withstanding any difference between the Nodal Agency and the Principal Debtor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenor (including Claim period) whichever is earlier.

The Surety shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection by the Principal Debtor, namely, ... [Insert name of SPV], or [Insert
name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person. The Surety shall not require the Nodal Agency to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Nodal Agency in respect of any payment made hereunder.

This SURETY INSURANCE CONTRACT shall be interpreted in accordance with the laws of India.

This SURETY INSURANCE CONTRACT is being executed by the Surety in terms of the IRDAI (Surety Insurance Contract) Guidelines, 2022 and the Surety hereby acknowledges, accepts and confirms that this Surety Insurance Contract shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

The Surety represents that this Surety Insurance Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety in the manner provided herein.

This SURETY INSURANCE CONTRACT shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety.
In order to give effect to this surety Bond, the Nodal Agency shall be entitled to act as if the surety insurer were the principal debtor and any change in the constitution of the contractor and/or the surety insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the surety insurer under this surety Bond.

This SURETY INSURANCE CONTRACT shall be a primary obligation of the Surety as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged

before enforcing this Surety Insurance Contract to take any action in any court or arbitral proceedings against the Principal Debtor, namely, ... [Insert name of SPV], or ...[Insert name of the Selected Bidder], or ..[Insert name of the TSP] and/or any other person, as the case may be, to make any claim against or any demand on the Principal Debtor, namely, [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to Principal Debtor, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

The Surety acknowledges that this Surety Insurance Contract is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement Provided that any such assignment shall be in compliance with the relevant provisions of the Insurance Act 1938

The Surety hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this Surety Insurance Contract either in part or in full, as it may deem fit. In case of invocation of this Surety Insurance Contract in part, besides making payment for the part of Surety Insurance Contract invoked, surety at the request of nodal agency shall amend the value of Surety Insurance Contract to the extent of balance amount.

The Surety undertakes not to revoke this Surety Contract during its currency, except with the previous express consent of the Nodal Agency in writing and declares and warrants that it has the power to issue this Surety Contract and the undersigned has full powers to do so on behalf of the Surety

In witness where of:

Signature.....
Name: .....

Power of attorney No/ Employee No. as applicable.: ……

For:

……..[Insert Name of the Surety-Insurance Company]
Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

1. The Stamp Paper should be in the name of the Executing Insurance Company.

SCHEDULE: 8B
(POI for CPG)

FORMAT FOR ISSUANCE OF PAYMENT ON ORDER INSTRUMENT

Dear Sir,

1. Indian Renewable Energy Development Agency Limited ('IREDA")/PFC/REC has sanctioned a non-fund based limit loan of Rs. (Rupees..... Only) to M/s. .... [Insert name of SPV or selected Bidder] under the Loan Agreement executed on ..... to execute Transmission System Projects.

2. In consideration of the .....[Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] for the purposes of this Payment on Order Instrument ("POI") having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the draft of the Model Transmission Service Agreement provided along with the Request for Proposal (,,RFP") and other RFP Project Documents, subject to the condition of providing a POI guaranteeing the due performance of the obligations under the Transmission Service Agreement to the Nodal Agency/Central Transmission Utility of India Limited (,,CTUIL"), the.....[Insert name and address of the non-banking financial institutions(IREDA/PFC/REC) issuing the POI and address of the head office] (hereinafter referred to as "Guarantor") hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at ..... [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely …….] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Guarantor at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees ..... Crores (Rs) only [Insert the amount of Payment on Order Instrument]

3. At the request of .....and on behalf of M/s. ....., [Insert name of SPV or selected Bidder] this Payment on Order Instrument (POI) for an amount of Rs. ..... (Rupees .....) is being issued with IREDA/PFC/REC assuming the obligations to remit such amount to CTUIL from the sanctioned loan.

4. This Payment on Order Instrument comes into force immediately and IREDA/PFC/REC confirms that it has sufficient amount out of the sanctioned loan and shall maintain the required amount to pay under this Payment on Order Instrument, during the validity and claim period of this Payment on Order Instrument.

5. This POI has been issued by IREDA/PFC/REC utilizing the credit limit of M/s.....[Insert name of SPV or selected Bidder] IREDA/PFC/REC confirms that its liability to pay under this Payment on Order

Instrument shall be primary and independent of whether at the time of invocation of Payment on Order Instrument, the sanctioned funds are available or not and notwithstanding, the status of M/s [Insert name of SPV or selected Bidder] at the relevant time and to whether IREDA/PFC/REC is able to recover the amount advanced by it to the said developer.

6. IREDA/PFC/REC and M/s. …….[Insert name of SPV or selected Bidder] hereby acknowledges, accepts and confirms that this Payment on Order Instrument shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

7. IREDA/PFC/REC liability under this POI is restricted to Rupees Crores (Rs.....) only. This POI shall remain in force until..... [Insert the date of validity of the POI]. The Nodal Agency shall be entitled to invoke this POI up to three hundred sixty-five (365) days after the last date of the validity of this POI. This POI shall be extended from time to time for such period, as may be desired by the TSP.

8. The Guarantor hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, raised at the above- mentioned address of the Guarantor (address of Guarantor office should be in NCR only) and the Guarantor shall pay the amount to the Nodal Agency without reference to the TSP.

9. Any such demand made by the Nodal Agency on the Guarantor shall be conclusive and binding not withstanding any difference between the Nodal Agency and the TSP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Guarantor undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the POI herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenure or (including Claim period) whichever is earlier.

10. The Guarantor shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection or disputes raised by the TSP, namely, [Insert name of SPV], or [Insert name of the Selected Bidder], or [Insert name of the TSP] and/or any other person. The Guarantor shall not require the Nodal Agency to justify the invocation of this POI, nor shall the Guarantor have any recourse against the Nodal Agency in respect of any payment made hereunder.

11. This POI shall be interpreted in accordance with the laws of India.

12. The Guarantor represents that this POI Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor in the manner provided herein.

13. This POI shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor.

14. This POI Contract shall be a primary obligation of the Guarantor as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this POI Contract to take any action in any court or arbitral proceedings against the TSP, namely, …….[Insert name of SPV], or..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be to make any claim against or any demand on the TSP, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to TSP, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the TSP, namely, ... [Insert name of SPV], or ……. [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

15. The Guarantor acknowledges that this POI Contract is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement.

16. The Guarantor hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this POI Contract either in part or in full, as it may deem fit. In case of invocation of this POI Contract in part, besides making payment for the part of POI Contract invoked, Guarantor at the request of Nodal Agency shall amend the value of POI Contract to the extent of balance amount.

IN WITNESS WHERE OF the non- banking financial institutions through its authorized officer, has set its hand and stamp on this..... day of.....at.....

Signature .....
Name:

Power of attorney No.:
.....For:

..... [Insert Name of the non- banking financial institutions Company]

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

Schedule: 9

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$\Delta T = [(P \times d)] \div [1-(1+ d)^{(-n)}]$

Where,

ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the KERC, applicable on the Bid Deadline, in case KERC notification is not available, then Discount rate shall be as per CERC.

The increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero point three percent) of the quoted Transmission Charges of the TSP.