BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF:

NES DHARASHIV TRANSMISSION LIMITED
... PETITIONER / APPLICANT

Versus

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED AND ORS.
... RESPONDENTS

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PLACE: NEW DELHI
DATE: 16.03.2026

BEFORE /THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF: Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for establishment of intra-State transmission system for "*Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District*" on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process

AND IN THE MATTER OF:

NES Dharashiv Transmission Limited ... Petitioner / Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

... Respondents

MEMO OF PARTIES

IN THE MATTER OF:

NES Dharashiv Transmission Limited

Through its Authorized Representative,

M 130-131, Second Floor, M-42, Connaught Cirle,

Shankar Market, Block M, Connaught Place,

New Delhi - 110001

Email: bd@mclindia.com; sandipsinh.gohil@mclindia.com

...**Petitioner / Applicant**

VERSUS

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   Prakashgadh, Plot No. G-9,
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   Mumbai – 400 051.
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2. **Tata Power Company Ltd – Distribution,**
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4. **Brihanmumbai Electric Supply and Transport Undertaking** (BEST),
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7. **Gigaplex Estate Private Limited,**

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8. **KRC Infrastructure and Projects Private Limited,**

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10. **Maharashtra Airport Development Corporation,**

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11. **EON Kharadi Infrastructure Private Limited (Phase-I),**

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Email: legal@eropower.in

12. **EON Kharadi Infrastructure Private Limited (Phase-II),**

Tech Park One, Tower-E, S.N. 191A/2A/2,
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PLACE: NEW DELHI
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BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF: Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for establishment of intra-State transmission system for "*Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District*" on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process

AND IN THE MATTER OF:

NES Dharashiv Transmission Limited ... Petitioner / Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

... Respondents

SYNOPSIS AND LIST OF DATES

S.No	Date	Particulars
1)	03.01.2025	6th meeting of the Empowered Committee for execution of transmission projects under the TBCB framework, chaired by the Additional Chief Secretary

		(Energy), Government of Maharashtra wherein the Project was deliberated upon and approved.
2)	12.02.2025	The Government of Maharashtra vide its Government Resolution No. Sankirna-0125/P.R.32/Urja-4 notified PFC Consulting Limited ("**PFCCL**") as Bid Process Coordinator ("**BPC**") for the purpose of selection of bidder as Transmission Service Provider ("**TSP**") through Tariff-Based Competitive Bidding Process ("**TBCB**") to establish intra state transmission system for *"Network Expansion scheme in Maharashtra for Evaluation of RE Power from Dharashiv, Beed District*" on build own, operate and transfer basis ("**BOOT**") and to provide transmission service ("**Project**").
3)	20.03.2025	The Applicant was incorporated as a wholly-owned subsidiary of PFCCIL for carrying out activities of a TSP in relation to the Project, to be subsequently acquired by the successful bidder.
4)	30.05.2025	PFCCL issued a Request for Proposal ("**RFP**") document for selection of bidder for constructing the Project through the Applicant company. The RFP mandates that the objective of the process is to select successful bidder who shall acquire 100% of the equity shares along with all its related assets and liabilities of the Applicant herein in terms of the Share Purchase Agreement ("**SPA**").
5)	30.05.2025	Notice inviting tender ("**NIT**") was issued in English and Hindi by PFCCL, inviting proposals for setting up of transmission projects on BOOT basis, based on the

		single-stage two-envelope process of RFP which includes technical bid and the financial bid.
6)	03.06.2025	PFCCL submitted letter to Additional Chief Secretary (Energy), Government of Maharashtra seeking administrative approval under Section 68 of the Electricity Act for laying overhead lines in relation to the Project.
7)	06.06.2025	PFCCL notified this Hon'ble Commission regarding the initiation of TBCB process for selection of TSP for establishment of the Project by issuance of the RFP dated 30.05.2025.
8)	06.06.2025	PFCCL notified MSETCL regarding the initiation of TBCB process for selection of TSP for establishment of the Project by issuance of the RFP dated 30.05.2025.
9)	23.06.2025	Survey Report prepared by PFCCL for implementation of the Project.
10)	24.06.2025	MSETCL issued letter notifying the constitution of the Bid Evaluation Committee for intra-state transmission project through TBCB route pursuant to 7th meeting of Empowered Committee on 12.03.2025.
11)	24.06.2025	PFCCL letter to the Office of District Collector, Dharashiv (Osmanabad) requesting for allotment of land admeasuring approximately 50 acres located in village Izora, taluka Washi, district Dharashiv, Maharashtra for laying of transmission infrastructure in relation to the Project.

12)	25.06.2025	Notice intimating scheduling of pre-bid meeting for the Project on 27.06.2025.
13)	27.06.2025	PFCCL issued Amendment No.-1 to the RFP.
14)	10.07.2025	PFCCL letter to Divisional Forest Officer, Ahmednagar seeking wildlife clearance for establishment of the Project.
15)	25.07.2025	PFCCL made 2nd Amendment to the RFP. PFCCL vide its letter addressed to Montecarlo Limited ("**MCL**") provided 1st set of clarification and copy of the 2nd Amendment in the RFP.
16)	31.07.2025	PFCCL issued notice for extension of bid submission till 22.08.2025.
17)	05.08.2025	The Government of Maharashtra issued a letter granting approval under Section 68 of the Electricity Act to the Applicant for setting up overhead lines in relation to the Project.
18)	21.08.2025	PFCCL issued clarification set-2 as sought by MCL for the Project.
19)	21.08.2025	PFCCL extended the deadline to submit the bid through electronic mode from 22.08.2025 to 04.09.2025 at 12:00 PM.
20)	03.09.2025	PFCCL extended the deadline to submit the bid for the Project from 04.09.2025 to 18.09.2025.

21)	04.09.2025	PFCCL vide the 3rd Amendment amended the clause of "Scope of Transmission Scheme" in the RFP and TSA document.
22)	15.09.2025	PFCCL issued a letter to the MCL clarifying the issue of acquisition price for acquiring the Applicant. PFCCL vide its letter issued the final TSA with respect to the Project to MCL.
23)	15.09.2025	RFP document was subsequently amended for the 4th time by the PFCCL wherein the clause for providing the space by the existing utility to lay down 220 kv line bay at AIS Kalamb was deleted.
24)	18.09.2025	PFCCL extended the deadline for submission of bid in terms of the RFP from 18.09.2025 to 03.10.2025 till 03:00 hrs.
25)	19.09.2025	PFCCL provided 3rd set of clarification to MCL.
26)	24.09.2025	PFCCL vide its letter addressed to MCL informed it about the acquisition price payable by the selected bidder to acquire the Applicant, as Rs. 3,46,24,555/- (Rupees Three Crore Forty-six lakh twenty- four thousand five hundred fifty only).
27)	03.10.2025	PFCCL issued notice for extension of bid submission from 03.10.2025 to 17.10.2025.
28)	15.10.2025	PFCCL issued notice for extension of bid submission from 17.10.2025 to 28.10.2025.
29)	24.10.2025	Ministry of Power vide its corrigendum issued technical parameters for transformers and reactors.

30)	25.10.2025	PFCCL vide its letter, provided 4th set of clarification to MCL.
31)	28.10.2025	PFCCL extended the deadline for submission of RFP bid for the Project from 28.10.2025 to 04.11.2025 till 03:00.
32)	04.11.2025	MCL submitted its technical and financial bids. Subsequently, the technical bids were opened for consideration and selection of qualified bidders.
33)	19.11.2025	PFCCL issued a letter notifying that pursuant to the opening of technical bids on 04.11.2025, MCL was declared to be one of the technically qualified bidders.
34)	24.11.2025	Email from PFCCL to MCL notifying that MCL was qualified to participate in the E-Reverse Auction ("**E-RA**") to be conducted on the MSTC portal on 25.11.2025 at 10:00 hrs (IST), and that the ceiling price for the same was INR 1,590.00 million per year.
35)	25.11.2025	E-Reverse Auction ("**E-RA**") was conducted in terms of the RFP.
36)	26.11.2025	PFCCL notified MCL that its bid was the lowest discovered bid pursuant to the E-RA conducted in accordance with the TBCB guidelines.
37)	26.11.2025	MCL submitted the original hard copies of Annexure – 3 and Annexure – 14A as per the RFP.
38)	02.12.2025	The Bid Evaluation Committee certified the competitive bidding process, the discovery of MCL's bid of INR 1,445.56 Million as lowest quoted annual

		transmission charges, and such a tariff being acceptable.
39)	24.12.2025	PFCCL requested for confirmation from MCL regarding aggregate equity shareholding in the Applicant and execution of the SPA and TSA and performance of associated obligations.
40)	25.12.2025	MCL responded to PFCCL's letter dated 24.12.2025 confirming that it shall abide and comply with the provisions of the RFP.
41)	28.01.2026	Ministry of Power conveyed its approval for the divesting of shareholding of PFCCL in the Applicant company and transfer of same to MCL, in furtherance of the RFP.
42)	11.02.2026	PFCCL furnished the letter of intent ("**LOI**") toMCL, declaring it to be the successful bidder for the Project.
43)	13.02.2026	PFCCL requested MCL to arrange for due diligence with respect to technical, financial and secretarial aspects at PFCCL's office starting 16.02.2026.
44)	16.02.2026	MCL conveyed its formal acceptance of the LOI to PFCCL.
45)	16.02.2026	MCL acknowledged PFCCL's request for due diligence and appointed persons to represent it in the PFCCL meeting.
46)	17.02.2026	Meeting between PFCCL and MCL at PFCCL's office regarding due diligence in relation to the Applicant company and confirmation of final acquisition price of INR 3,61,11,589 /-.

47)	20.02.2026	PFCCL letter to MCL furnishing various documents in relation to the Applicant and the TBCB process.
48)	11.03.2026	Letter from PFCCL to MCL intimating the extension of last date for completing compliance under the RFP from 25.02.2026 to 26.03.2026.
49)	11.03.2026	MCL furnished the Contract Performance Guarantee ("**CPG**") in terms of the RFP.
50)	12.03.2026	MCL executed the SPA, pursuant to which it acquired the Applicant.
51)	12.03.2026	The Applicant executed the Transmission Service Agreement ("**TSA**") with the Respondent No. 21 - MSETCL.
52)	16.03.2026	Hence, the present Application.

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CASE NO. _____ OF 2026

IN THE MATTER OF: Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for establishment of intra-State transmission system for "*Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District*" on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process

AND IN THE MATTER OF:

NES Dharashiv Transmission Limited

... Petitioner / Applicant

Versus

Maharashtra State Electricity Distribution Company Limited & Ors.

... Respondents

APPLICATION UNDER SECTIONS 14, 15 AND 86 (1) (D) OF THE ELECTRICITY ACT, 2003 READ WITH REGULATION 4 OF THE MERC (TRANSMISSION LICENSE CONDITIONS) REGULATIONS, 2004 FOR GRANT OF TRANSMISSION LICENSE

MOST RESPECTFULLY SHOWETH

I. CONSPECTUS

1) The Applicant / Petitioner – NES Dharashiv Transmission Limited is filing the present Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 ("**Electricity Act**") read with Regulation 4 of the MERC (Transmission License Conditions), Regulations, 2004 ("**MERC TL Regulations 2004**") for grant of Transmission License to establish, own, operate and maintain the intra-state transmission system for "*Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District*" through a tariff-based competitive bidding (TBCB) process by the Applicant under Section 63 of the Electricity Act on a build, own, operate and transfer (BOOT) basis.

2) The Project has been envisaged keeping in mind the anticipated renewable energy (RE) generation and to ensure smooth and efficiency evacuation and transmission of the same. As per applications received from solar power project developers and the information received from the Central Transmission Utility (CTU), around 7 GW solar generation is expected in the Chhatrapati Sambhaji Nagar and Osmanabad districts. Further, AIS Washi is the centre point of Patoda, Paranda, Bhoom and Kalamb, which are renewable energy (RE) enriched zones. Accordingly, the 400kV Washi pooling substation has been planned to evacuate the upcoming RE generation towards the load centres in Pune and Mumbai.

3) Considering the same, the captioned transmission system was deliberated upon and approved in the 6th meeting of the Empowered Committee held on 03.01.2025 in accordance with "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 and as amended from time to time.

4) Subsequently, the Respondent No. 20 – PFC Consulting Limited ("**PFCCL**") was appointed as the Bid Process Coordinator ("**BPC**") for implementation of the subject transmission system through Tariff-Based Competitive Bidding (TBCB) route.

5) The Applicant, being a company under the Companies Act, 2013 having its registered office at the address mentioned in the cause title, was incorporated 20.03.2025 by PFCCL as its 100% wholly owned subsidiary to initiate activities for execution of the project and thereafter to act as the Transmission Service Provider ("**TSP**") after being acquired by the successful bidder selected through the TPCB process.

6) The Government of Maharashtra vide its Government Resolution No. Sankirna-0125/P.R.32/Urja-4 dated 12.02.2025 appointed the PFCCL to be the BPC for selection of bidder as TSP to establish transmission system for "*Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District*" through TBCB process on BOOT basis (hereinafter referred to as "**Project**") consisting of following elements:

Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed Districts		
Sl. No.	Name of the Transmission Element	SCOD in months from Effective Date
1	Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x315 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level. • 400/220 kV, 500 MVA, ICT – 2 Nos.	24 Months

	• 400/132 kV, 315 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor – 1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos. • 400 kV reactor bay – 1 No. • 220 kV Transfer Bus Coupler – 1 set • 220 kV Bus Coupler – 1 Nos • 132 kV Bus Sectionalizer Bay – 1 set **Future space Provisions:** • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.	
2	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 kV AIS Pune (East) (Proposed)	
3	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)	
4	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)	
5	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)	

6	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing) – 2 Nos • 220 kV (GIS) line bay at 220 kV Paranda (existing) – 2 Nos	
7	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi (new) to 765 kV AIS Pune (East) (Proposed) • 400 kV line bay at Pune (East) (Proposed) – 2 Nos.	
8	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing) – 2 Nos.	
Note- Space shall be provided by existing Utility for 1. 400 kV line bay at AIS Pune(East) (Proposed) 2. 220 kV line bay at AIS Manjarsumba (existing) 3. 132 kV line bay at AIS Kalamb (Existing)		

7) PFCCL, in its capacity as BPC, invited all prospective bidders for issue of Request for Proposal on 30.05.2025 ("**RFP**") to qualify/shortlist the Bidders for participation in the bidding process, as part of the process for selection of TSP on the basis of international competitive bidding in accordance with 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 and as

amended. The bids were to be submitted as a single stage two envelope bid comprising the technical and financial bids through the online platform created by MSTC Limited.

8) In view of above, it is evident that this Hon'ble Commission is empowered to grant license to the Applicant in terms of Section 14 read with Section 86 (1) (d) of the Electricity Act. Further, the Applicant has complied with all the relevant process and procedure provided under Section 15 of the Electricity Act read with MERC TL Regulations 2004. In light of the same, it is humbly submitted that present application may be allowed and transmission license may be issued to the Applicant for the Project.

II. DESCRIPTION OF THE PARTIES

9) The Applicant is a company incorporated under the provisions of the Companies Act, 2013 as a Special Purpose Vehicle (SPV) under the TBCB framework for the purpose of developing, constructing, owning and operating and transferring the Project. Pursuant to the execution of the Share Purchase Agreement dated 12.03.2026 ("**SPA**"), 100% of the equity shareholding in the Applicant is transferred to Montecarlo Limited ("**MCL**"), having been appointed as the TSP.

10) The Respondent Nos. 1 – 19 are the Long-Term Transmission System Users ("**LTTSUs**"), being the beneficiaries of the Project.

11) The Respondent No. 20 – PFCCL is a wholly-owned subsidiary of Power Finance Corporation Limited. Vide Government Resolution No. Sankirna-0125/P.R.32/Urja-4 dated 12.02.2025, the Government of Maharashtra has appointed PFCCL as the BPC for selection of bidder as TSP to establish the Project.

12) The Respondent No. 21 – Maharashtra State Electricity Transmission Company Limited ("**MSETCL**") is a Government of India undertaking being the State Transmission Utility ("**STU**") for the State of Maharashtra in terms of Section 38 of the Electricity Act. MSETCL has been appointed as the nodal agency for the Project for executing and implementing the Transmission Service Agreement ("**TSA**") and making payment of the transmission tariff payable to the Applicant in terms thereof.

III. JURISDICTION

13) This Hon'ble Commission is sufficiently empowered to adjudicate upon and decide the present Petition since the Project is located within the state of Maharashtra and the beneficiaries of the same are also situated within the territorial jurisdiction of this Hon'ble Commission.

14) Section 14 of the Electricity Act empowers this Hon'ble Commission to grant appropriate license to an applicant seeking to undertake works as a transmission licensee as defined in Section 2 (73) of the Electricity Act, upon a suitable application being made by such an applicant. Further, Section 15 of the Electricity Act provides for the procedure for the submission of application along with appropriate documents, the necessary pre-requisites to be fulfilled by the applicant and the scrutiny to be conducted by the appropriate commission before granting or rejecting the application. The power of this Hon'ble Commission to grant an appropriate transmission license is also enshrined in Section 86(1)(d) of the Electricity Act.

15) In addition thereto, this Hon'ble Commission has promulgated the MERC TL Regulations 2004 which lays down the terms, conditions and procedure to be followed for the grant for a transmission license. Considering the above, it is submitted that this Hon'ble Commission is suitably empowered to entertain the present Application filed in accordance with the applicable laws as enumerated above.

16) Further, the Project is intended to establish an intra-State transmission network within the state of Maharashtra. Accordingly, this Hon'ble Commission is obligated under Section 30 of the Electricity Act to ensure the development and facilitation of intra-State transmission.

17) Considering the above, the present Petition is fully maintainable and within the jurisdiction of this Hon'ble Commission as per the Electricity Act read with the MERC TL Regulations 2004.

IV. FACTUAL MATRIX

18) The Empowered Committee for execution of transmission projects under the TBCB framework, chaired by the Additional Chief Secretary (Energy), Government of Maharashtra, considered the present load demand and anticipated load growth and peak demand by 2030 in Maharashtra during the 6th meeting dated 03.01.2025. It further considered the major load hotspots, RE generation hotspots and upcoming demand addition due to key drivers such as data centres, pumped hydro, green hydrogen plants and agri-solarization, as identified by the STU. Considering the anticipated peak demand by the year 2030, the need was felt to plan for transmission corridors for evacuation of RE power and achieve transmission adequacy to meet such projected demand. Accordingly, the Empowered Committee approved the Project. A copy of the minutes of 6th meeting of the Empowered Committee dated 03.01.2025 is annexed hereto and marked as **Exhibit – A**.

19) The Government of Maharashtra vide its Government Resolution No. Sankirna-0125/P.R.32/Urja-4 dated 12.02.2025 appointed PFCCL to be the BPC for selection of bidder as TSP for establishment of the Project through TBCB process on a BOOT basis. A copy of the Government Resolution No. Sankirna-0125/P.R.32/Urja-4 dated 12.02.2025 is annexed hereto and marked as **Exhibit – B**.

20) The BPC issued a single-stage RFP on 30.05.2025. A copy of the RFP document, along with subsequent amendments and clarifications thereto is annexed hereto and marked as **Exhibit - C**.

21) The Applicant submitted a letter to the Additional Chief Secretary (Energy), Government of Maharashtra on 03.06.2025 seeking administrative **approval under Section 68 of the Electricity Act** from the Government of Maharashtra for laying of overhead transmission lines in relation to the Project. A copy of the letter dated 03.06.2025 submitted by the Applicant to the Government of Maharashtra is annexed hereto and marked as **Exhibit – D**.

22) On 06.06.2025, PFCCL, in its capacity as BPC, notified this Hon'ble Commission vide its letter bearing reference No. 05/24-25/ITP-101/RfP regarding the initiation of the TBCB process for selection of TSP for the Project by issuance of the RFP in accordance with the prevailing TBCB guidelines. Vide the same letter, PFCCL also forwarded a copy of the RFP documents for information and records of this Hon'ble Commission. A copy of the letter dated 06.06.2025 submitted by PFCCL to this Hon'ble Commission is annexed hereto and marked as **Exhibit – E**.

23) Similarly, on 06.06.2025, PFCCL vide its letter bearing ref. No. 05/24-25/ITP-101/RfP notified MSETCL of the initiation of TBCB process for selection of TSP for the Project, and forwarded a copy of the RFP documents for its information and records. A copy of the letter dated 06.06.2025 submitted by PFCCL to MSETCL is annexed hereto and marked as **Exhibit – F**.

24) The Survey Report for the Project was issued on 23.06.2025. A copy of the Survey Report is annexed hereto and marked as **Exhibit - G**.

25) MSETCL issued a letter dated 24.06.2025 notifying the **constitution of the Bid Evaluation Committee** for intra-State transmission project through TBCB route in the state of Maharashtra, pursuant to the decision taken in the 7th meeting of the Empowered Committee held on 12.03.2025. A copy of the letter dated 24.06.2025 issued by MSETCL is annexed hereto and marked as **Exhibit – H**.

26) PFCCL submitted a letter dated 24.06.2025 to the Office of District Collector, Dharashiv (Osmanabad) requesting for **allotment of land** admeasuring approximately 50 acres located in village Izora, taluka Washi, district Dharashiv, Maharashtra for laying of transmission infrastructure in relation to the Project. PFCCL duly notified that the Project was to be implemented in terms of the RFP vide which the TSP shall be awarded the contract of implementing the Project pursuant to competitive bidding process conducted under the TBCB framework. A copy of the letter dated 24.06.2025 submitted to the Office of the District Collector, Dharashiv (Osmanabad) seeking land approval is annexed hereto and marked as **Exhibit – I**.

27) PFCCL submitted a letter dated 10.07.2025 to the Divisional Forest Officer, Ahmednagar seeking **wildlife clearance** for the establishment of the Project. PFCCL duly apprised the office regarding the duty of the TSP, operated by the successful bidder of a competitive bidding process conducted in terms of the TBCB framework, to implement the Project. A copy of the letter dated 10.07.2025 submitted before the Divisional Forest Officer, Ahmednagar is annexed hereto and marked as **Exhibit - J**.

28) The Government of Maharashtra issued a letter dated 05.08.2025 in response to the above letter of the Applicant dated 03.06.2025. Taking into consideration the projected demand of electricity in the state of Maharashtra and the need for increasing the capacity and to strengthen the transmission infrastructure to meet such increasing demand for electricity, the Government of Maharashtra accorded approval under

Section 68 of the Electricity Act for laying of overhead transmission lines in relation to the Project. A copy of the letter dated 05.08.2025 issued by the Government of Maharashtra is annexed hereto and marked as **Exhibit – K**.

29) The objective of bidding process was to find a successful bidder who will acquire 100% of the equity shares of the Applicant along with all the related assets and liabilities as per the provisions of the SPA, at the acquisition price which was notified, initially as Rs. 3,50,54,240/- on 15.09.2025 and subsequently revised to Rs. 3,46,24,555/- on 24.09.2025. A copy of letter from PFCCL dated 15.09.2025 and 24.09.2025 are annexed hereto and collectively marked as **Exhibit – L (Colly.)**.

30) The bid submission date was extended multiple times through various notices, with the final extended deadline being 04.11.2025 up to 15:00 hrs (IST), and technical bids opening at 15:30 hrs (IST) on the same day. For ease of reference, the relevant dates and important events in the bidding process were as follows:

Date	Event
04.11.2025	Submission of Bid (Technical and Financial) through online bidding portal
04.11.2025	Opening of Technical Bid
19.11.2025	Shortlisting and announcement of Qualified Bidders on bidding portal
19.11.2025	Opening of Financial Bid – Initial Offer
25.11.2025	Electronic e-Reverse Auction (Financial Bid – Final Offer) for the Qualified Bidders.
26.11.2025	MCL was declared as the successful bidder pursuant to the E-Reverse Auction and was requested to submit relevant documents.
26.11.2025	Submission of original hard copies of Annexure – 3 and Annexure – 14A, by MCL.

24.12.2025	PFCCL requested confirmation from MCL regarding aggregate equity shareholding in the Applicant and execution of the SPA and TSA and performance of associated obligations.
11.02.2026	Selection of Successful Bidder and issuance of LOI.
13.02.2026	PFCCL requested for MCL to conduct due diligence regarding matters of technical, financial and secretarial in nature regarding the Applicant company ahead of its transfer.
16.02.2026	MCL communicated its formal acceptance of the LOI.
16.02.2026	MCL acknowledged PFCCL's request for due diligence and nominated persons to represent MCL in the meeting to be scheduled at PFCCL's office.
17.02.2026	PFCCL confirms that the due diligence meeting was conducted and further intimated the final acquisition price of INR 3,61,11,589 /- for transfer of shareholding of the Applicant company.
12.03.2026	Execution of SPA and transfer of ownership of the TSP to the successful bidder.

31) The bidding process was conducted on the electronic bidding platform created by MSTC Limited in accordance with Clause 2.5 of the RFP and comprised of the technical bid and the financial bid. MCL submitted its bids in the manner, and accompanied with the documents, as duly specified in the RFP. MCL submitted its technical and financial bids on 04.11.2025.

32) Thereafter, the Technical Bid was opened by the Bid Evaluation Committee and evaluated in terms of Section 3 (*Evaluation of Technical and Financial Bid*) of the RFP, pursuant to which MCL was declared technically viable to participate in the financial bid. The initial

Financial Bids were subsequently opened in the presence of the Bid Evaluation Committee, where the lowest initial financial offer received was INR 1,590.00 Million per year. Considering the same, the remaining bidders were invited to match the lowest financial bid through the e-reverse auction ("**E-RA**"), conducted on 25.11.2025. Pursuant to the same, MCL emerged as the L1 bidder with a bid of **INR 1,445.56 Million per year**.

A copy of the relevant communications / documents pertaining to the bidding process are annexed hereto and collectively marked as **Exhibit – M (Colly.)**.

33) The Bid Evaluation Committee on 02.12.2025 certified that (i) the entire bidding process was conducted in compliance with the TBCB framework and the Guidelines for encouraging competition in development of Transmission projects; (ii) MCL has emerged as the successful bidder after conclusion of the E-RA with lowest quoted charges of INR 1,445.56 Million per year and (iii) the discovered tariff is acceptable. A copy of the certificate dated 02.12.2025 received from the Bid Evaluation Committee is annexed hereto and marked as **Exhibit - N**.

34) The Ministry of Power, Government of India vide letter bearing F. No. 24-9/4/2024-PFC (MoP) dated 28.01.2026 duly conveyed its approval for the acquisition of the Applicant by MCL through divesting of PFCCL's shareholding in the Applicant. A copy of the letter dated 28.01.2026 issued by the Ministry of Power is annexed hereto and marked as **Exhibit – O**.

35) Subsequent to the above, MCL received the letter of intent ("**LOI**") on 11.02.2026 declaring that MCL is the successful bidder pursuant to the bidding process conducted in terms of the RFP. The annual levelized transmission charges which were determined through the competitive bidding process as per above was **INR 1,445.56 Million per year** ("**Annual Levelized Transmission Charges**"). A copy of the Letter of Intent dated 11.02.2026 is annexed hereto and marked as **Exhibit - P**.

36) PFCCL vide its letter dated 20.02.2026 to MCL furnished various documents in relation to the Applicant company, the bidding process and the approvals already applied for / to be applied for / obtained and such other documents as may be necessary. A copy of the letter dated 20.02.2026 from PFCCL to MCL is annexed hereto and marked as **Exhibit - Q**.

37) PFCCL issued a letter dated 11.03.2026 to MCL with reference to the LOI dated 11.02.2026 intimating the extension of last date for completion of all compliances as per the RFP from 25.02.2026 to 26.03.2026, considering that the Applicant company was transferred to MCL with effect from 12.03.2026. A copy of the PFCCL letter dated 11.03.2026 intimating the extension of compliance date pursuant to LOI is annexed hereto and marked as **Exhibit – R**.

38) A TSA was duly signed between the Applicant and the Respondent No. 21 - MSETCL on 12.03.2026. The said TSA recorded the terms and conditions on which the Applicant is required to build, own, operate and transfer the Project and make available the assets of the Project on a commercial basis. A copy of the Transmission Service Agreement dated 12.03.2026 is annexed hereto and marked as **Exhibit - S**.

39) Thereafter, as per Clause 2.15.2 of the RFP, MCL submitted the Contract Performance Guarantee ("**CPG**") for an amount of Rs. 27,85,00,000/ - (Indian Rupees Twenty Seven Crores Eighty Five Lakhs only) vide letter dated 11.03.2026. A copy of the Applicant's letter dated 11.03.2026 communicating the submission of CPG is annexed hereto and marked as **Exhibit - T**.

40) The scheduled date of commission ("**SCOD**") of the Project is 24 months from the effective date (*as defined in the TSA*). Clause 2.1 of the TSA specifies that the 'Effective Date' shall be the later of the following dates:

(a) Submission of CPG by the selected bidder.
(b) The Applicant having been fully acquired by the successful bidder as per the SPA.
(c) Execution of the TSA.

Accordingly, the SCOD of the Project in the present case is 11.03.2028.

41) MCL has acquired the Applicant post execution of the SPA dated 12.03.2026 and completion of all procedural requirements as specified in the bid documents. A copy of the executed Share Purchase Agreement dated 12.03.2026 is annexed hereto and marked as **Exhibit - U**.

V. GROUNDS

Re: Compliance with statutory framework mandating grant of transmission license to the Applicant:

42) The Applicant hereby submits that Section 14 of the Electricity Act provides that the appropriate commission may, on an application made under Section 15 of the Electricity Act, grant a license to any person to transmit electricity as a transmission licensee in any area as may be specified in the License. The word "person" has been defined in Section 2(49) of the Electricity Act, to include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person. Therefore, the Applicant, in accordance with the TSA and under Section 14 of the Electricity Act, is filing the present Application inter alia seeking the grant of the transmission license for the Project as mentioned above.

43) Further, it is submitted that Section 15 (1) of the Electricity Act provides that every application under Section 14 shall be made in such manner and in such form as may be specified by the appropriate commission and shall be accompanied with such fees as may be prescribed.

44) Section 86 (1) (d) of the Electricity Act empowers this Hon'ble Commission to grant licenses for intra-state transmission systems within the state of Maharashtra. The Project, being an intra-state transmission system, accordingly falls within the jurisdiction of this Hon'ble Commission.

Re: Compliance with TBCB framework

45) Applicant, incorporated under the Companies Act, 2013 is now a 100% owned subsidiary of MCL, which has been selected based on the TBCB process as per 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 and as amended from time to time and thus eligible for issuance of transmission license. Applicant submits that the grant of transmission license is a condition precedent for the consummation of the arrangement contemplated in the bid documents. A joint reading of Clause 2.15.4 and 2.15.6 makes it clear that non-receipt of appropriate transmission license from this Hon'ble Commission in terms of applicable law shall be sufficient ground for annulment of award of the Project. Therefore, it is imperative that this Hon'ble Commission may be pleased to grant the Applicant the appropriate license for carrying out works as a transmission licensee as per the Electricity Act and in furtherance of the contractual obligations under the TSA.

46) The Applicant is filing this petition for grant of transmission license to establish, operate and maintain the Project as per the details given in the TSA.

Re: Compliance with requirements of the MERC TL Regulations 2004:

47) The Hon'ble Commission in its Regulation 4 and Schedule 1 of the MERC TL Regulations 2004, as amended from time to time, has prescribed the form of Application to be made for a Transmission License and the Applicant is submitting herewith the application in such prescribed format along with the fees. Copy of the duly completed Schedule – I (Form – I), together with all enclosures / annexures is enclosed herewith and marked as **Exhibit – V.**

48) The said Application in Schedule – I (*Exhibit – U herein*) encloses and certifies all information and documents required under the MERC TL Regulations 2004, including the project maps and layouts, technical description of the transmission system, corporate documents of the Applicant, financial and promoter details and proof of payment of license processing fee. Accordingly, the Applicant has fully complied with Regulation 4 read with Schedule 1 of the MERC TL Regulations 2004.

49) The Applicant has also furnished necessary documents, maps, information on financial projections, technical details, project information and bidding records necessary for scrutiny and public notice of the Application. Accordingly, the Applicant is in due compliance with Regulations 5 and 6 of the MERC TL Regulations 2004.

50) It is submitted that the Applicant shall publish a notice of its application for grant of licence in 2 daily English language newspapers and 2 daily Marathi language newspapers in the proposed area of transmission as

per Regulation 6.1 of the MERC TL Regulations 2004. The Applicant shall also comply with all other requirements as provided in the regulations and shall place on record a compliance report on the record of this Hon'ble Commission. A copy of the draft public notice to be issued is annexed hereto and marked as **Exhibit – W**.

51) The Applicant is submitting/furnishing a copy of the instant Application to the State Transmission Utility, as required under Section 15(3) of the Electricity Act for recommendations, if any, in accordance with Section 15(4) simultaneously along with submission of this petition to Hon'ble Commission.

52) Keeping in view of the above, the Applicant has fulfilled the eligibility criteria for grant of a transmission license as stipulated in the MERC TL Regulations 2004 and Electricity Act, 2003 and therefore the Hon'ble Commission may grant the prayer as prayed for in the present Petition.

Re: Transmission License ought to be granted to the Applicant as previously granted in similar fashion:

53) may be noted that this Hon'ble Commission has previously considered and allowed the grant of transmission license to a similarly-placed applicant having been awarded the transmission project through TBCB route. In ***M/s. Kharghar Vikhroli Transmission Private Limited v. Maharashtra State Electricity Distribution Co. Ltd. & Ors.*** [Case No. 141 of 2020], this Hon'ble Commission considered the application, the submissions and the necessary documentary evidence on record and opined that the applicant was eligible for grant of transmission license considering the compliance with statutory pre-requisites as per Section 15 of the Electricity Act read with the MERC TL Regulations 2004.

54) In addition to the above, this Hon'ble Commission has also granted transmission licenses to various other applicants some of them are indicated below on the basis of completeness of records, and compliance with statutory pre-requisites:

- **Case No. 190 of 2020** – *In the case of Adani Electricity Mumbai Infra Limited (AEMIL)*
- **Case No. 60 of 2014** – *In the case of M/s. Vidarbha Industries Power Limited*
- **Case No. 112 of 2014** – *In the case of Tata Power Company Limited*

55) In the present case, it is reiterated that the Applicant has duly complied with the necessary statutory pre-requisites as enumerated in Section 15 of the Electricity Act read with the appropriate provisions of the MERC TL Regulations 2004. Further, the Applicant duly undertakes to carry out such other works / provide such other information as may be deemed necessary and proper by this Hon'ble Commission. Accordingly, it is a fit case for this Hon'ble Commission to grant a transmission license to the Applicant for being able to carry out the development and operation of the Project.

Re: Applicant is fit and proper entity to hold the Transmission License:

56) Applicant is a project-specific SPV, fully owned and controlled by MCL, a company having sufficient experience in development and operation of transmission and generation projects across India.

57) Further, the financial, technical and managerial capability of MCL has already been evaluated and accepted by PFCCL during the TBCB process and therefore stands conclusively established for the purposes of grant of license.

58) The Project has been envisaged for providing evacuation infrastructure for proposed upcoming RE projects of cumulative capacity of around 7 GW in the RE enriched zones of Patoda, Paranda, Bhoom and Kalamb regions towards load centres in Pune and Mumbai.

59) Grant of transmission license as prayed for herein shall enable timely execution of the Project and is therefore squarely in public interest, grid security and objectives of the Electricity Act.

60) It is submitted that the Application for license is sought for an area which does not include either whole or any part of any cantonment, aerodrome, fortress, arsenal, dockyard or camp or of any building or place in occupation of the Government for defence purposes.

61) In accordance with Section 15 (3) of the Electricity Act read with Regulation 6 (2) of the MERC TL Regulations 2004, a copy of the present Application is being simultaneously served upon MSETCL, being the STU, for its comments and recommendations. A copy of the present Application is also being served upon PFCCL, the BPC, to enable it to place on record its confirmation in respect of the TBCB process undertaken for the Project.

62) In accordance with Regulations 5 and 6 of the MERC TL Regulations 2004, the Application along with annexures and enclosure has been hosted on the website of the Applicant / MCL, i.e., www.mclindia.com to facilitate access to the Application by any person through the internet.

63) The Applicant shall publish the requisite notices in the newspapers as per the MERC TL Regulations 2004 and after publication of the same, the Applicant shall place a copy of the said publications before this Hon'ble Commission.

64) In view of the above, it is humbly submitted that the Applicant fulfils the eligibility criteria for the grant of transmission license as stipulated in Sections 14 and 15 of the Electricity Act and the MERC TL Regulations 2004 and therefore, this Hon'ble Commission may kindly grant the prayers, as prayed for.

65) Present Application has been filed in *bona fide* and interest of justice for the kind consideration of this Hon'ble Commission.

PRAYER

In view of the aforesaid, it is most respectfully prayed that this Hon'ble Commission;

A. Grant a Transmission License to the Applicant – NES Dharashiv Transmission Limited under Sections 14 and 15 of the Electricity Act to build, own, operate and transfer the intra-state transmission system for "*Network Expansion scheme in Maharashtra for evacuation of RE power from Dharashiv, Beed District*" and associated transmission infrastructure as provided for in the Request for Proposal dated 30.05.2025, Letter of Intent dated 11.02.2026, Transmission Service Agreement dated 12.03.2026, Share Purchase Agreement dated 12.03.2026, and more particularly described in Paragraph 6 of this Application;

B. Take on record and approve the acquisition of 100% equity shareholding of the Applicant by Montecarlo Limited pursuant to the Share Purchase Agreement dated 12.03.2026 and recognize the Applicant as the duly appointed Transmission Service Provider for the Project as described in Paragraph 6 of this Application and the Transmission Service Agreement dated 12.03.2026, under the Tariff Based Competitive Bidding framework;

C. Condone any minor, inadvertent or procedural errors/omissions/defects, if any, in the present Application and permit the Applicant to place on record such additional documents, information or clarifications as this Hon'ble Commission may require from time to time in the interest of justice; and

D. Pass any such other order, orders, as may be deemed fit and proper in the facts and circumstances of the case.

PETITIONER / APPLICANT

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

Filed Through

TABREZ MALAWAT / SOURAJIT SARKAR
SYED HAMZA / RUPALI JAIN
The Guild – Advocates & Associate Counsel
C-586, Lower Ground Floor, Defence Colony,
New Delhi – 110024
Email: tabrez.malawat@theguild.co.in
Phone: +91 9643243451

PLACE : Ahmedabad

DATE : 13.03.2026

NOTARY
TEJAS K. MODI
AHMEDABAD CITY
OF GUJARAT STATE
REGD. No. 1304
EXPIRY DATE
09/02/2030
GOVT. OF GUJARAT (INDIA)

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF:	Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for establishment of intra-State transmission system for "*Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District*" on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process.

AND

IN THE MATTER OF:

NES Dharashiv Transmission Limited

... Petitioner/Applicant

Versus

Maharashtra State Electricity Distribution Company Limited & Ors.

... Respondents

AFFIDAVIT VERIFYING THE PETITION

I, Sandipsinh Gohil, S/o Udaysinh Gohil, aged about 38 years, being the Authorized Representative of the Petitioner / Applicant vide Board Resolution dated 13.03.2026, having address at Montecarlo House, Sindhu Bhavan Road Bodakdev, Ahmedabad - 380058, Gujarat, India, do hereby solemnly affirm and state as under:

1. That I am the Authorized Representative of NES Dharashiv Transmission Limited, i.e., the Petitioner/Applicant in the above matter and I am duly authorized and competent to make this affidavit.

2. The statements made are based on information derived from the official records of the Petitioner/Applicant.

3. I say that there are no proceedings pending in any court of law / tribunal or arbitrator or any other authority, wherein the Petitioner/Applicant is a party and where issues arising and / or reliefs sought are identical or similar to the issues arising in the matter pending before the Commission.

Solemnly affirmed at Ahmedabad on this 13th day of March 2026 that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

DEPONENT

Identified before me

Place: Ahmedabad
Date: 13.03.2026

S.R. No 541 Dt 13/3/2026

T. K. MODI
NOTARY
GOVT. OF GUJARAT
13 MAR 2026

NOTARY GOVT. OF GUJARAT (INDIA)
TEJAS K MODI
AHMEDABAD CITY
OF GUJARAT STATE
REGD. No. 1304
EXPIRY DATE
09/02/2030

SOLEMNLY AFFIRMED
BEFORE ME

T. K. MODI
NOTARY
GOVT. OF GUJARAT
13 MAR 2026

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NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

महापारेषण

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
(CIN NO U40109MH2005SGC153646)

Name of Office: Chief Engineer (State Transmission Utility)	
Office Address: Prakashganga, 4th floor / 'A' Wing, Plot C -19, E - block, BKC, Bandra (E), Mumbai: - 400051.	
☎ (022) 2659 5176 (O), (022) 2659 5175 (P)	E-Mail Id: cestu@mahatransco.in

No. MSETCL/CO/CE/STU-TBCB/EC/6th/ No E 0512 **Date:** 17 JAN 2025

To,

Additional Chief Secretary (Energy), Mantralaya, Dr. Madam Cama Road, Mantralaya, Mumbai-400032.	Additional Chief Secretary (Planning), Mantralaya, Dr. Madam Cama Road, Mantralaya, Mumbai-400032.
Principal Secretary (Expenditure) Finance Department,Mantralaya, Dr. Madam Cama Road, Mantralaya,Mumbai-400032.	Chairman & Managing Director, MSETCL, Prakashganga, Bandra (East) Mumbai 400 051
Chairman & Managing Director, MSEDCL, Prakashgad, Bandra (East) Mumbai 400 051	Expert, Energy Sector (Independent) Shri. Shreevardhan A. Soman, Department of Electrical Engineering, IIT Bombay.
Expert, Finance Sector (Independent) Shri. Anudeep Dighe, Director (Finance) MSEDCL, Prakashgad, Bandra (East) Mumbai 400 051	

Subject: Minutes of Sixth meeting of the Empowered Committee for execution of projects under TBCB

Reference:- 1) शासन निर्णय क्र. संकीर्ण - २०१८/प्र. क्र. २१४/ऊर्जा-४ दिनांक ०४ जानेवारी २०१९
2) Meeting of Empowered Committee held on 03.01.2025

Respected Madam/Sirs,

With reference to the above subject, please find enclosed the Minutes of 6th Meeting of Empowered Committee held on 03.01.2025.

Submitted for further needful please.

Thanking you,

Encl: as above

Your's faithfully,

Peeyush Sharma (C.E – STU)
o/c **Coordinator / Member Secretary**

Copy s.w.rs.to:
The Director (Operations), MSETCL, Prakashganga, Mumbai

SE(STU) 2026

ISSUED
Date: 20 JAN 2025
Initials

Minutes of Sixth Meeting of Empowered Committee for execution of transmission projects under Tariff Based Competitive Bidding (TBCB)

Date: 03.01.2025

Time: 12:00 Hrs

Venue: Office of Hon'ble Additional Chief Secretary (Energy), Mumbai

The Meeting was attended by:

1. Smt. Abha Shukla, Additional Chief Secretary (Energy), Chairperson
2. Shri. Saurabh Vijay Additional Chief Secretary (Planning), Member
3. Shri Deepa Thakur, Representative of Principal Secretary (Expenditure) Finance, Member
4. Shri Sanjeev Kumar, Chairman & Managing Director, MSETCL, Member
5. Shri Lokesh Chandra, Chairman & Managing Director, MSEDCL, Member
6. Shri. Shreevardhan A. Soman, Expert Energy Sector (Independent), Member
7. Shri. Anudeep Dighe, Director (Finance), MSEDCL, Expert, Finance Sector (Independent), Member
8. Shri. Satish Chavan, Director (Operations), MSETCL, Invitee Member
9. Shri. Peeyush Sharma, Chief Engineer, STU, Coordinator/Member Secretary.

The 6th Meeting of Empowered Committee for projects to be executed under TBCB was held on 03.01.2025. The gist of the discussions and decisions is as below:

Agenda No. l: Confirmation of Minutes of fifth Meeting of Empowered Committee:

The minutes of meeting of the Fifth meeting of Empowered committee dated 24.12.2020 was circulated to all members for confirmation.

The Minutes were confirmed.

Agenda No. 2: Review of progress of 400kV Vikhroli project awarded to M/s. KVTPL under TBCB.

Chief Engineer, STU, Coordinator/Member Secretary appraised the Committee on the progress of 400 kV Vikhroli project. The 400 kV Kharghar-Vikhroli D/C & M/C line with bays at Kharghar was successfully commissioned on 26.09.2023. For LILO of 220 kV Trombay-Salsette ckt I,II,III &IV corresponding 220 kV bays were charged on 07.08.2023 and diversion of 110 kV lines was completed by 28.02.2023. LILO works of 220kV Trombay-Salsett ckt I and II at Vikhroli SS were charged between 21.10.2023 & 22.10.2023 respectively and ckt-IV charged on 15.12.2023. The 400/220 kV GIS substation at Vikhroli including bay extensions at Kharghar, was commissioned in phases with Kharghar bays charged on 21.07.2023, 400kV Vikhroli GIS on 26.09.2023, and ICTs (3 Nos.) and 125 MVAR, 400 kV bus reactor were successfully charged on 28.09.2023.

The last element of the Project i.e., LILO on the 400 kV Talegaon-Kalwa line at 400 kV Vikhroli GIS S/S whose work was already completed but could not be commissioned due to non-availability of line outage in view of system constraints was commissioned on 07.10.2024 on

receipt of outage. Thus, the 400kV Vikhroli project including all elements of scheme had been completed in all respect and commissioned.

The Committee noted the progress of the Project.

Agenda No. 3: Notification of threshold limit as per MERC MYT Regulations.

Chief Engineer, STU, Coordinator/Member Secretary appraised the committee that the threshold limit for the execution of projects under the TBCB route has been specified by the Hon'ble MERC as follows:

- As per **MERC (MYT) First Amendment Regulations, 2023**, for the period up to March 2025, the threshold limit is **Rs. 500 Crore, excluding land cost.**
- **Under the MERC (MYT) Regulations, 2024** (for control period April 2025 to March 2030) the threshold limit effective from 1st April 20205, is **Rs. 200 Crore, excluding land cost and Reinstatement charges.**

Agenda No. 4: Appointment of Members of Empowered Committee (EC)

Chief Engineer, STU, Coordinator/Member Secretary informed the committee that The **Government of Maharashtra vide** Letter No. संकीर्ण - २०१८/प्र. क्र. २१४/ऊर्जा-४, dated 9th August 2024 requested CMD, MSETCL to suggest the names for consideration for new independent members for Energy sector and Finance sector. Subsequently, based on suggestion by CMD, MSETCL, The GoM vide letter dated 21st August 2024 has appointed independent experts to the Empowered Committee (EC) as follows:

1) **Mr. Shrivardhan Soman** from **IIT Mumbai** (Independent Expert – Energy Sector).
2) **Mr. Anudeep Dighe** (Independent Expert – Finance Sector).

The committee was requested to consider and accord approval for the above names. The committee consented and approved the names of the appointment as independent members as notified by the GoM.

Agenda No. 5: Discussion of projects to be undertaken in TBCB:

Chief Engineer, STU, Coordinator/Member Secretary appraised the committee in detail about present load demand and the anticipated load growth and peak demand by 2030 in Maharashtra. Further STU has also identified major load hotspots, RE generation hotspots and upcoming demand addition due to key drivers viz data centers, pumped hydro, green hydrogen plants & Agri solarisation etc. Taking into the above considerations a peak demand of 69 GW is anticipated by the year 2030. It was also appraised that to mitigate the same new transmission corridors are planned for evacuation of RE power and achieve transmission adequacy to meet the projected demand. Based on these factors joint studies have been carried out in co-ordination with CTU and schemes are proposed in the STU Ten-year transmission plan (2024-25 to 2033-34).

d) 220 kV D/C Line from 400/220/132 kV Washi (New) to 220 kV Manjarsumba (existing)
e) 220kV D/C Line from400/220/132 kV Washi (New) to 220 kV Paranda (existing)
f) 2x300 MVA ,400/132 kV ICT
g) 132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV Kallam (existing)
h) 132 kV lines to Solar Generators
i) Bays @220 kV Manjarsumba (2 nos.), 220 kV Paranda (2 nos.), 132 kV Kallam (2 nos.)

3) **765/400/220 kV Mahape (Tentative Cost- Rs.1320 Crore)**
   a) 765 kV D/C line from 765 kV Mahape (New) to 765 kV Padghe-(PG) (existing)
   b) 765 kV Mahape (New) - Apta (New) D/c considered (40 km) TO BE INCLUDED WITH 765 kV APTA SCOPE
   c) 4x1500 MVA, 765/400 kV ICT
   d) 400 kV connectivity to Datacenter Consumers
   e) 4x500 MVA, 400/220 kV ICT
   f) 220 kV connectivity to Datacenter Consumers

4) **400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW Capacity each) (Tentative Cost- Rs.240 Cr.)**
   a) Bays @ 400 kV Hinjewadi (2 nos.) and 400 kV Jejuri (2 nos.).

The Committee members discussed individual project in detail in view of necessity, benefits, costs, timelines etc. Members opined that time period proposed for execution of projects appears to be on higher side and needs to be optimised and shall be decided so as to match with time schedule of Inter-State Transmission Projects and MSEDCL power procurement plan for evacuation of power from various projects as per the Power Purchase Agreements executed with various developers. The Committee directed STU to reduce time period for execution of projects to 18 months.

Mr. Shrivardhan Soman ,Independent Expert – Energy Sector suggested that provision of suitable reactive power compensation shall be ensured in planning considering substantial addition of RE power and its nature in order to facilitate stable grid operation. Also, provision of PMUs at suitable locations shall be done in all projects by including in scope and the technical specifications for the Projects.

With regards to 4th Project i.e. Construction of 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW Capacity each), Chief Engineer, STU, Coordinator/Member Secretary informed committee members that the cost of the project is approx. Rs.240 Crores which is less than present threshold limit of Rs.500 Cr. However, the line is very essential as it is the only source line for 400kV Hinjewadi substation and to provide strong source to Pune ring main network. Hence, considering the criticality of the project and stringent timelines it is proposed to execute this scheme through TBCB route though the cost is less than the threshold limit of Rs. 500 Crore.

Further, Chief Engineer, STU, Coordinator/Member Secretary informed that 04 nos. of projects are identified for the execution on Priority and are hereby referred to the Empowered Committee for consideration for execution under TBCB as per threshold limit recommendation of MERC. The details of the projects proposed to be taken under TBCB route for implementation are

Sr. No.	Particulars	Estimated Cost (Rs Cr.)	Duration (Months)	Purpose of Project
1.	765/400 kV Pune (East) and associated lines	2220	36	Load Centre, Mitigation of Pune Transmission Constrains ,Pune 765kV Ring main network
2.	400/220/132 kV Washi	852	24	RE Evacuation
3.	765/400/220 kV Mahape	1320	24	Data Centre Load
4.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW Capacity each)	240	18	Load Centre, Mitigation of Pune Transmission Constraints, Pune 765kV Ring main network

The brief details of the Projects are as follows:

1) **765/400 kV Pune (East) and associated lines. (Tentative Cost- Rs. 2220 Crore)**
   a) LILO of both circuit of 765 kV Aurangabad (PG) (Existing) - Solapur (PG) (Existing) D/C at 765 kV Pune (East)
   b) 765 kV Pune (East) (New) to 765 kV Pune- III GIS (Proposed)
   c) 2x1500 MVA, 7651400 kV ICT
   d) Connecting 765 kV Karjat-II/ Pune (East) (New) with 400 kV Karjat (existing) through 400 kV Line D/C
   e) 400 kV D/C line from 7651400 kV Pune (East) (New) to 400 kV Lonikand-I (existing)
   f) Bays @ 400 kV Karjat (2nos.), 400kV Lonikand-I (2 nos.)

2) **400/220/132 kV Washi (Tentative Cost- Rs.852 Crore)**
   a) 400 kV D/C line from 400 kV Washi (New) to 7651400 kV Pune (East) (New)
   b) 2x500 MVA, 400/220 kV ICT
   c) 220 kV lines to Solar Generators

As per provisions of MERC (MYT) First Amendment Regulations, 2023, projects below 500 Crore. Threshold limit can be taken in TBCB with prior approval of MERC. MERC approval for execution of this Project in TBCB route has been received on 8th October, 2024.

The committee after deliberations approved the execution of above 4 Projects through TBCB route with revised implementation timelines. The Committee also asked STU to take necessary steps to initiate the process of executing these projects through TBCB route and early completion of projects to strengthen the transmission network in state.

Agenda No. 6: Appointment of Bid Process Coordinator (BPC) :

Chief Engineer, STU, Coordinator/Member Secretary appraised the Committee about the necessity to appoint a Bid Process Coordinator (BPC) for coordinating the bidding process and BPC to be appointed by the Empowered Committee (EC) as per the under Clause 3.3 of the Ministry of Power, Government of India Guidelines on "Tariff-based Competitive Bidding for Transmission Service" notified on 10.08.2021.

Further, Chief Engineer, STU, Coordinator/Member Secretary appraised the committee about the offers received from RECPDCL and PFCCL (Central Government notified BPCs) to act as the BPC for the aforementioned 4 projects.

PFCCL has quoted consulting fee for each transmission scheme as 0.21% of the estimated cost of project plus applicable taxes at the applicable rates on date of payments and any other applicable taxes and duties etc. plus expenses incurred by PFCCL towards bidding process till the transfer of SPV to the successful bidder.

RECPDCL has quoted professional fee as 0.29% (plus taxes) of the estimated cost of project. RECPDCL shall charge acquisition price from successful bidder consisting of all direct and indirect including development expenses, survey charges, bid process consultant charges, salaries, establishment expenses, interest, administration expenses, NIT expenses, various other incidental expenses and professional fee. The acquisition price (professional fee and cost) shall be payable by the successful bidder alongwith the taxes as applicable.

The Committee after deliberations approved the appointment of BPC as follows:

- Detail discussions to be held with both PFFCL and RECPDCL on the activities to be carried out by BPC and timelines.
- Negotiations to be held with RECPDCL for matching the quoted price of PFFCL which is lower.
- Appoint PFFCL as BPC for 3 Projects and RECPDCL for 2 Projects (Total 5 Projects – 4 projects approved at Agenda No. 5 and 1 project approved at Agenda No. 7).

Agenda No. 7: Additional agenda:

Establishment of 400/220kV Velgaon Sub-Station (Estimated Cost -Rs 551.08 Crore):

Chief Engineer, STU, Coordinator/Member Secretary appraised the Committee about the necessity of the Project and its benefits to the State. Further, this project is of critical importance for inter-connection with 765 kV Khavda Inter State Transmission Project and proposed to for execution through TBCB in order to early completion of project so as to match the commissioning timeline of associated CTU network elements.

The scope included the project is as follows:
a) 400 kV LILO on Tarapur-Kudus II DC line
b) 220 kV LILO on Boisar -Borivali SC line
c) 220 kV LILO on Dahanu-Ghodbunder DC line
d) 220 kV LILO on Dahanu-Versova SC line
e) 220 kV LILO on Boisar-Versova SC line
f) 3 X 500 MVA, 400/220 kV ICTS

The above scheme is an interconnection to 765/400/220kV Boisar-II ss being executed by CTU for evacuation of Renewable energy from Khavda complex. The SCOD of the CTU substation is 2026-2027. Thus it is necessary to complete the above scheme in time matching schedule of 765/400/220kV Boisar-II ss. As the revised cost of this Project is also above the threshold limit of Rs. 500 Crore excluding land cost, considering the criticality and time bound execution of the scheme the committee after deliberations approved the execution of this Project through TBCB route. The Committee also asked STU to optimise the Project Schedule and take necessary steps for completion within 18 months in line with commissioning of associated CTU project.

The meeting ended with vote of thanks to the Chair.

Submitted for approval please.

If approved the minutes will be circulated to all the members of Empowered Committee.

17.1.25
Chief Engineer (STU)
O/C Coordinator/Member Secretary
SE (STU)

EXHIBIT - B

राज्यात नवीन पारेषण प्रकल्प उभारणीसाठी वीजदरावर आधारित स्पर्धात्मक निविदा प्रक्रिया राबविण्यासाठी निविदा प्रक्रिया समन्वयक Bid Process Co-ordinator (BPC) नियुक्त करण्याबाबत.

महाराष्ट्र शासन

उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग,

शासन निर्णय क्रमांक : संकीर्ण-०१२५/प्र.क्र.३२/ऊर्जा-४,

मादाम कामा रोड, हुतात्मा राजगुरु चौक,

मंत्रालय, मुंबई-४०० ०३२

दिनांक: १२ फेब्रुवारी, २०२५

वाचा :

१) शासन निर्णय क्र. संकीर्ण-२०१८/प्र. क्र.२१४/ऊर्जा-४ दिनांक ०४.०१.२०१९

२) म.रा.वि.पा.कं.मर्या./सां.का./५२४० दिनांक- १३.०८.२०२४

३) शासन निर्णय क्र. संकीर्ण २०१८/प्र. क्र. २१४/ऊर्जा-४ दिनांक २१.०८.२०२४

४) MSETCL/CO/STU/TBCB/५७४७ dtd. २३.०८.२०२४

५) MSETCL/CO/STU/TBCB/५७४८ dtd. २३.०८.२०२४

६) MSETCL/CO/CE/STU-TBCB/EC/६th/६७१३ dtd. २७.०९.२०२४

७) MSETCL/CO/CE/STU-TBCB/EC/६th /८५१८ dtd. १२.१२.२०२४

८) MSETCL/CO/CE/STU-TBCB/EC/६th/००३२ dtd. ०१.०१.२०२५

९) MSETCL/CO/CE/STU-TBCB/EC/६th/०५१२ dtd. १७.०१.२०२५

प्रस्तावना :-

राज्यातील पारेषण प्रकल्प उभारणीसाठी वीजदरावर आधारित स्पर्धात्मक निविदा प्रक्रिया (Tariff Based Competitive Bidding –TBCB) राबविण्याबाबत शासन निर्णय दिनांक ०४.०१.२०१९ अन्वये अधिकार प्राप्त समिती (Empowered committee) गठीत करण्यात आली आहे.

सदर समितीची सहावी बैठक दि.०३.०१.२०२५ रोजी पार पडली. सदर बैठकीत ५ प्रकल्पांकरीता निविदा प्रक्रिया समन्वयक Bid Process Co-ordinator (BPC) नियुक्तीबाबत चर्चा झाली. त्यानुसार ५ प्रकल्पांकरीता निविदा प्रक्रिया समन्वयक Bid Process Co-ordinator (BPC) नियुक्ती करण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय : -

राज्यात नवीन पारेषण प्रकल्प उभारणीसाठी वीजदरावर आधारित स्पर्धात्मक निविदा प्रक्रिया राबविण्यासाठी अधिकार प्राप्त समितीने (Empowered committee) सहाव्या बैठकीत पुढील पाच प्रकल्पांकरीता अनुक्रमे १) मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL) व २) मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL) यांना निविदा प्रक्रिया समन्वयक Bid Process Co-ordinator (BPC) म्हणून केलेल्या नियुक्तीस शासनाची मान्यता देण्यात येत आहे.

प्रकल्प-१- पुणे विभाग- १ मधील पारेषण मर्यादा दूर करण्यासाठी महाराष्ट्रातील पारेषण प्रणाली विस्तार योजना (७६५ / ४०० के.व्ही. पुणे पूर्व)

अ. क्र	प्रकल्पाचे तपशील	मार्गाची लांबी (किमी)/क्षमता (MVA) (अंदाजित)	निविदा प्रक्रिया समन्वयक
अ	७६५ के. व्ही. औरंगाबाद (PG) (विद्यमान) - सोलापूर (PG) (विद्यमान) या उपरी द्विधारा वाहिनीचे ७६५ के.व्ही. पुणे (पूर्व) येथे लूप इन लूप आउट करणे	६० किमी	मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL)
ब	७६५ के.व्ही. पुणे (पूर्व) (नवीन) ते ७६५ के.व्ही. पुणे-३ जी.आय.एस. (प्रस्तावित) उपरी द्विधारा ७६५ के.व्ही. वाहिनी	१५० किमी	
क	पुणे (पूर्व) उपकेंद्र (ए.आय.एस.) येथे, २ x १५०० एम. व्ही. ए., ७६५ / ४०० के.व्ही. आय.सी.टी. व ७६५ के.व्ही. पातळीवर १ x २४० एम.व्ही.आर. बस रीएक्टर ची स्थापना.	२ x १५०० एम. व्ही. ए., ७६५ / ४०० के.व्ही. आय.सी.टी. ७६५ के.व्ही. पातळीवर १ x २४० एम.व्ही.आर. बस रीएक्टर	
ड	४०० के.व्ही. पुणे (पूर्व) (नवीन) ते कर्जत (विद्यमान) उपरी द्विधारा ४०० के.व्ही. वाहिनी	४० किमी	
इ	७६५ / ४०० के.व्ही. पुणे (पूर्व) (नवीन) ते ४०० के.व्ही. लोणीकंद- १ (विद्यमान) उपरी द्विधारा ४०० के.व्ही. वाहिनी	१०० किमी	
फ	४०० के.व्ही. कर्जत आणि ४०० के.व्ही. लोणीकंद-१ येथे ४०० के.व्ही. बे.	४०० के.व्ही. कर्जत - ४०० .व्ही. वाहिनी (ए.आय.एस.) बे - २ नग. ४०० के.व्ही. लोणीकंद - १ - ४०० .व्ही. वाहिनी (ए.आय.एस.) बे - २ नग.	
ग	७६५ / ४०० के.व्ही. पुणे पूर्व येथे ४०० के.व्ही. वाशी वाहिनीसाठी ०२ बे. ची जागा		

प्रकल्प-२- धाराशिव, बीड जिल्ह्यातून अक्षय उर्जा स्त्रोताद्वारे उर्जा निर्वासन करण्यासाठी महाराष्ट्रात पारेषण विस्तार योजना (४०० / २२० /१३२ के.व्ही. वाशी)

अ. क्र	प्रकल्पाचे तपशील	मार्गाची लांबी (किमी)/क्षमता (MVA) (अंदाजित)	निविदा प्रक्रिया समन्वयक
अ	४०० के.व्ही. वाशी (नवीन) ते ७६५/४०० के.व्ही. पुणे (पूर्व) (नवीन) उपरी द्विधारा ४०० के.व्ही. वाहिनी	१५० किमी	मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL)
ब	४०० के.व्ही. वाशी (नवीन) येथे, २ x ५०० एम. व्ही. ए., ४०० / २२० के.व्ही. आय.सी.टी. व ४०० के.व्ही. पातळीवर १ x १२५ एम.व्ही.आर. बस रीएक्टर ची स्थापना.	२ x ५०० एम. व्ही. ए., ४०० / २२० के.व्ही. आय.सी.टी. ४०० के.व्ही. पातळीवर १ x १२५ एम.व्ही.आर. बस रीएक्टर	
क	४०० के.व्ही. वाशी (नवीन) ते २२० के.व्ही. मांजरसुंबा (विद्यमान) उपरी द्विधारा २२० के.व्ही. वाहिनी	३५ किमी	
ड	४०० के.व्ही. वाशी (नवीन) ते २२० के.व्ही. परांडा (विद्यमान) उपरी द्विधारा २२० के.व्ही. वाहिनी	४० किमी	
इ	२ x ३०० एम. व्ही. ए., २२० / १३२ के.व्ही. आय.सी.टी. ची स्थापना.	२ x ३०० एम. व्ही. ए., २२० / १३२ के.व्ही. आय.सी.टी.	
फ	४०० / २२० / १३२ के.व्ही. वाशी (नवीन) ते १३२ के.व्ही. कळंब (विद्यमान) उपरी द्विधारा १३२ के.व्ही. वाहिनी	१० किमी	

ग	सौर उर्जा प्रकल्प भविष्यातील जोडण्यासाठी २२० के.व्ही. आणि १३२ के.व्ही. पातळीवर वाहिनी बे जागेची तरतूद		

प्रकल्प-३- नवी मुंबईतील डाटा सेंटर साठी वीज पुरवठा करण्यासाठी महाराष्ट्रात पारेषण विस्तार योजना (७६५ / ४०० / २२० के.व्ही. महापे)

अ.क्र	प्रकल्पाचे तपशील	मार्गाची लांबी (किमी)/क्षमता (MVA) (अंदाजित)	निविदा प्रक्रिया समन्वयक
अ	७६५ के.व्ही. महापे (नवीन) ते ७६५ के.व्ही. पडघे (PG) (विद्यमान) उपरी द्विधारा ७६५ के.व्ही. वाहिनी	६० किमी	मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL)
ब	जी.आय.एस.- ४ x १५०० एम. व्ही. ए., ७६५ / ४०० के.व्ही. आय.सी.टी. व ७६५ के.व्ही. पातळीवर १ x २४० एम.व्ही.आर. बस रीएक्टर ची स्थापना.	जी.आय.एस. - ४ x १५०० एम. व्ही. ए., ७६५ / ४०० के.व्ही. आय.सी.टी. ७६५ के.व्ही. पातळीवर १ x २४० एम.व्ही.आर. बस रीएक्टर	
क	जी.आय.एस.- ४ x ५०० एम. व्ही. ए., ४०० / २२० के.व्ही. आय.सी.टी. ची स्थापना.	जी.आय.एस. - ४ x ५०० एम. व्ही. ए., ४०० / २२० के.व्ही. आय.सी.टी.	
ड	डाटा सेंटर ग्राहकांना भविष्यातील जोडण्यासाठी ४०० के.व्ही. पातळीवर वाहिनी बे साठी जागा		
इ	डाटा सेंटर ग्राहकांना भविष्यातील जोडण्यासाठी २२० के.व्ही. पातळीवर वाहिनी बे साठी जागा		
फ	७६५ के.व्ही. आपटा उपकेंद्र वाहिनीसाठी बे साठी जागा		

प्रकल्प-४- पुणे विभागातील पारेषण प्रणालीमधील अडथळे दूर करण्यासाठी आणि डाटा सेंटर साठी वीज पुरवठा करण्यासाठी करण्यासाठी महाराष्ट्रात पारेषण विस्तार योजना-

४०० के. व्ही. जेजुरी (विद्यमान) पासून ४०० के.व्ही. हिंजेवाडी पर्यंत

अ.क्र	प्रकल्पाचे तपशील	मार्गाची लांबी (किमी)/क्षमता (MVA) (अंदाजित)	निविदा प्रक्रिया समन्वयक
अ	४०० के. व्ही. जेजुरी (विद्यमान) पासून ४०० के.व्ही. हिंजेवाडी पर्यंत प्रत्येकी २००० मे. वॅ. क्षमतेची उपरी द्विधारा वाहिनी	१२० किमी	मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL)

प्रकल्प -५ - ४०० / २२० के.व्ही. वेळगाव उपकेंद्र स्थापन करणे

अ.क्र	प्रकल्पाचे तपशील	मार्गाची लांबी (किमी)/क्षमता (MVA) (अंदाजित)	निविदा प्रक्रिया समन्वयक
अ	४०० के. व्ही. तारापूर - कुडूस- २ या उपरी द्विधारा वाहिनीचे ४०० के.व्ही. वेळगाव येथे लूप इन लूप आउट करणे	१ किमी	मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL)
ब	२२० के. व्ही. बोईसर - बोरीवली या उपरी एकल वाहिनीचे ४०० के.व्ही. वेळगाव येथे लूप इन लूप आउट करणे	३.६५ किमी	
क	२२० के. व्ही. डहाणू - घोडबंदर या उपरी द्विधारा वाहिनीचे ४०० के.व्ही. वेळगाव येथे लूप इन लूप आउट करणे		
ड	२२० के. व्ही. डहाणू - वर्सोवा या उपरी एकल वाहिनीचे ४०० के.व्ही. वेळगाव येथे लूप इन लूप आउट करणे		

इ	२२० के. व्ही. बोईसर - वर्सोवा या उपरी एकल वाहिनीचे ४०० के.व्ही. वेळगाव येथे लूप इन लूप आउट करणे		
फ	जी.आय.एस.- ३ x ५०० एम. व्ही. ए., ४०० / २२० के.व्ही. आय.सी.टी. ची स्थापना.	जी.आय.एस. - ३ x ५०० एम. व्ही. ए., ४०० / २२० के.व्ही. आय.सी.टी.	

०२. सदर १) मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL) व २) मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL) हे दोन्ही निविदा प्रक्रिया समन्वयक Bid Process Co-ordinator (BPC) हे केंद्रशासनाच्या अधिसूचित नमूद आहेत. तसेच सदर निविदा प्रक्रिया समन्वयकांची नियुक्ती या संदर्भात ऊर्जा मंत्रालय, भारत सरकार यांनी वेळोवेळी केलेल्या मार्गदर्शक सूचनांच्या व अटींच्या अधीन राहील.

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०२५०२१२१६४८०८३८१० असा आहे. हा शासन निर्णय डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

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Date: 2025.02.12 16:49:24 +05'30'

(उ. र. दहिफळे)
सह सचिव, महाराष्ट्र शासन

प्रत:

१) मा. राज्यपाल यांचे सचिव, राजभवन, मलबार हिल, मुंबई-४०००३५
२) मा. मुख्यमंत्री, महाराष्ट्र राज्य यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई
३) मा. उप मुख्यमंत्री(वित्त व नियोजन), यांचे सचिव, मंत्रालय, मुंबई
४) मा. उप मुख्यमंत्री(नगर विकास), यांचे सचिव, मंत्रालय, मुंबई
५) मा.मंत्री/राज्यमंत्री, ऊर्जा यांचे खाजगी सचिव, मंत्रालय, मुंबई
६) मा. मुख्य सचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई.
७) अप्पर मुख्य सचिव (ऊर्जा), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई
८) अप्पर मुख्य सचिव, नियोजन विभाग, मंत्रालय, मुंबई
९) अप्पर मुख्य सचिव, वित्त विभाग, मंत्रालय, मुंबई
१०) महालेखापाल लेखा-१ (लेखापरिक्षा), महाराष्ट्र, मुंबई- ४०० ०२०
११) महालेखापाल लेखा-१ (लेखा व अनुज्ञेयता), महाराष्ट्र, मुंबई- ४०० ०२०
१२) महालेखापाल लेखा-२ (लेखापरिक्षा), महाराष्ट्र, नागपूर
१३) महालेखापाल लेखा-२(लेखा व अनुज्ञेयता), महाराष्ट्र, नागपूर
१४) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्या. प्रकाशगंगा, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई-४०००५१
१५) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज वितरण कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई-४०००५१
१६) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज निर्मिती कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई-४०००५१
१७) मुख्य अभियंता, राज्य पारेषण उपक्रम, महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्या, प्रकाशगंगा, वांद्रे (पूर्व), मुंबई-४०००५१२१.
१८) निवड नस्ती (ऊर्जा-४), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई.

Regarding appointing Bid Process Co-ordinator (BPC) for conducting Vijdavar based competitive tender process for setting up new transmission projects in the state.

Maharashtra Government

Department of Industry, Energy, Workers and Miners,

Government Decision Number: Narrow-0125/P.No.32/Energy-4, Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai-400 032

Date: 12 February, 2025

Covenant:

1) Government Decision No. Sankar-2018/P. No. 214/Energy-4 dated 04.01.2019

2) M.R.V.Pa.Co.Mary./No./5240 Dated- 13.08.2024

3) Government Decision No. Sankar 2018/P. No. 214/Energy-4 dated 21.08.2024

4) MSETCL/CO/STU/TBCB/5747 dtd. 23.08.2024

5) MSETCL/CO/STU/TBCB/5748 dtd. 23.08.2024

6) MSETCL/CO/CE/STU-TBCB/EC/6th/6713 dtd. 27.09.2024

7) MSETCL/CO/CE/STU-TBCB/EC/6th/8518 dtd. 12.12.2024

8) MSETCL/CO/CE/STU-TBCB/EC/6th/0032 dtd. 01.01.2025

9) MSETCL/CO/CE/STU-TBCB/EC/67/0512 dtd. 17.01.2025

Preface :-

In accordance with the government decision dated 04.01.2019, an empowered committee has been constituted regarding the implementation of Tariff Based Competitive Bidding -TBCB for the development of transmission projects in the state.

Sadar Samiti's supporting meeting dated 03.01.2025 Rozi crossed. There was a discussion in the Sadar meeting regarding the appointment of 5 Bid Process Co-ordinators (BPC). Accordingly, the matter of appointment of 5 project tender process coordinators (BPC) is under consideration of the government.

Government decision :-

The Empowered Committee, in its meeting to implement Vijdavar based competitive tender process for development of new transmission projects in the state, approved the next five projects in the following order: 1) M/s PFC Consulting Ltd. (PFCCL) and 2) M/s REC Power Development and Consulting Ltd. (RECPDCL) is being recognized by the government for its appointment as Bid Process Co-ordinator (BPC).

Government Decision No.: Sankar-0125/P.No.32/Energy-4

Project-1- Transmission System Expansion Scheme in Maharashtra to overcome the transmission limitation in Pune Department-1 (765/400 KV Pune East).

A. No.	Project Details	Route Length (Km)/Capacity (MVA) (Approximate)	Tender Process Coordinator
A.	Loop in loop out of 765 KV Aurangabad (PG) (Existing) overhead circuit line at 765 KV Pune (east)	60 km	M/S PFC Consulting Ltd., (PFCCL)
B.	765kv Pune (East) (New) to 765 KV Pune – 3 GIS (proposed) overhead double line drain 765 KV line.	150 km	
C.	At Pune (East) Substation (AIS) 2x1500 M.V.A 765/400 K.V. ICT and 14 240 MVR bus reactors installed at 765 KV. V. Level.	2X1500 M.V.A. 765 / 400 K.V. ICT 765 K.V. Level 1x240 MVR Bus reactor	
D.	400 KV. Pune (East) (New) to Karjat (Existing) Overhead Double Drain 400 KV Line.	40 km	
e.	765/400 KV Pune (East) (New) to 400 KV Lonikand -1 (Existing) overhead Double Drain 400 KV Line.	100 km	

f.	400 kv Karjat and 400 KV Lonikand -1 at 400 KV Bay		
g	02 Bays o land for 400 kv. Vashi Line at 765/400 KV. Pune East.		

Project -2 Transmission Expansion Scheme in Maharashtra to evacuate through renewable sources from Dharashiv Beed District (400 / 200 / 132 KV Vasi).

A.No.	Project Details	Route Length (km) Capacity (MVA) (approximate)	Tender Process Coordinator
A.	400 KV Vashi (New) to 765 / 400 KV Pune (East) (New) Overhead Double Drain 400 KV Line.	150 km	M/s. PFC Consulting Ltd., (PFCCL)
B.	400 K.V. at Vashi (New) 2x500 MVA 400/220 KV. ICT and 1X125 MVR Bus Reactor installed at 400 KV. Level.	2x500 M.V.A. 400/220 K.V. ICT 400 K.. Level 1X125 MVR Bus Reactor.	
C.	400 kv Vashi (New) to 220 KV Manjarsumba (Existing) Overhead Double Drain 220 KV line.	35 KM	

D.	400 KV Vashi (new) to 220 KV Parand (Existing) Overhead Double Drain 220 KV. Duct.	40 km	
E.	Establishment of 2x300m V.A. 220/132 KV ICT	2x300 m. V.A. 220/132 KV. ICT.	
F.	400/200 / 132 kv Vashi (New) to 132 KV Kolamb (Existing) overhead Double Drain 132 K.V Channel.	10 km	

Government decision no. : Miscellaneous 0125/P.No. 32/Energy-4

C	Provision of conduit bay space at 200 kv and 132 kv levels for future connection of solar power projects.		

Project -3 Transmission Expansion Scheme in Maharashtra to supply to data center in Navi Mumbai

(765/400/200 kv mahape)

A.No.	Project Details	Route Length (km) Capacity (MVA) (APPROXIMATE)	Tender Process (Cordinator)
A.	765 K.V. Mahape (New) to 765 K.V. Padghe (PG) Existing Overhead Double Drain 765 K.V. Conduct.	60 Km	
B.	GIS 4X1500 MVA 765/400 KV ICT	GIS 4X1500 MVA 765/400 KV ICT 765 KV.V. Level.	

	1X240 MVR Bus reactor installed at 765 KV.V. Level.	1x240 MVR Bus reactor.	
C.	Establishment of GIS 4X500M VA 400/220 KV ICT	GIS 4X1500 MVA 400/220 kv ICT	
D.	Space for conduit bays at 400 kv level for future connections to data center customers.		
E.	Space for conduit bays at 400 kv level for future connections to data center customers.		
F.	Space for bay for 765 kv. Apta substation line		

Project-4- To remove bottlenecks in the transmission system in Pune region and to supply power to data centers.

Transmission expansion plan in Maharashtra-

400 K. V. From Jejuri (existing) 400 K. V. Up to Hinjewadi

A.No	Project details	Route Length (km)/Capacity (MVA) (approximate)	Tender Process Coordinator
A	400 kV Jejuri (existing) to 400 kV Hinjewadi, each with a capacity of 2000 MW, overhead double-circuit line	120 km	M/s REC Power Development and Consulting (RECPDCL) Ltd.

Project-5 - Establishment of 400 / 220 K. V. Velgaon Substation

A.No	Project details	Route Length (km)/Capacity (MVA) (approximate)	Tender Process Coordinator
A.	400 KV Tarapur - Kudus-2 overhead double-circuit line to be looped in and looped out at 400 KV Velgaon	1 km	M/s REC Power Development and Consulting (RECPDCL) Ltd.
B.	220 KV Boisar - Borivali overhead single line loop in and loop out at 400 KV Velgaon	3.65 km	
C.	220 KV Dahanu - Ghodbunder overhead double-conductor line to be looped in and looped out at 400 KV Velgaon		
D.	220 KV Dahanu - Versova overhead single line to be looped in and looped out at 400 KV Velgaon		
E.	220 KV Boisar Versova overhead single line to be looped in and looped out at 400 KV Velgaon		
F.	GIS- 3 x 500 m. V. A., 400 / 220 kV ICT Establishment of	GIS - 3 x 500 m. V. A., 400 / 220 kV ICT	

02. The said 1) M/s PFC Consulting Ltd. (PFCCL) and 2) M/s REC Power Development and Consulting Ltd. (RECPDCL) are the Bid Process Co-ordinators (BPC) notified by the Central Government. Also, the appointment of the said Bid Process Co-ordinators shall be subject to the guidelines and conditions issued by the Ministry of Power, Government of India from time to time in this regard.

The said government decision has been made available on the Maharashtra Government website www.maharashtra.gov.in and its code is 202502121648083810. This government decision is being issued after being authenticated with a digital signature.

By order and in the name of the Governor of Maharashtra

Digitally signed by UDDHAV RABHAJI DAHIPHALE Date: 2025.02.12 16:49:24 +05'30'

(Retd. Dahiphale) Joint Secretary, Government of Maharashtra in the morning

CC:

1) Secretary to Hon'ble Governor, Raj Bhavan, Malabar Hill, Mumbai-400035

2) Additional Chief Secretary to Hon'ble Chief Minister, Maharashtra State, Mantralaya, Mumbai

3) Secretary to Hon'ble Deputy Chief Minister (Finance and Planning), Mantralaya, Mumbai

4) Secretary to Hon'ble Deputy Chief Minister (Urban Development), Mantralaya, Mumbai

5) Private Secretary to Hon'ble Minister/Minister of State, Energy, Mantralaya, Mumbai

6) Hon. Chief Secretary, State of Maharashtra, Ministry, Mumbai.

7) Additional Chief Secretary (Energy), Industries, Energy, Labour and Mines Department, Mantralaya, Mumbai

8) Additional Chief Secretary, Planning Department, Mantralaya, Mumbai

9) Additional Chief Secretary, Finance Department, Mantralaya, Mumbai

10) Accountant General Accounts-1 (Audit), Maharashtra, Mumbai-400 020

11) Accountant General Accounts-1 (Accounts and Licensing), Maharashtra, Mumbai- 400020

12) Accountant General Accounts-2 (Audit), Maharashtra, Nagpur

13) Accountant General Accounts-2 (Accounts and Licensing), Maharashtra, Nagpur

14) Chairman and Managing Director, Maharashtra State Electricity Transmission Company Limited. Prakashganga, Bandra-Kurla Complex, Bandra (East), Mumbai-400051

15) Chairman and Managing Director, Maharashtra State Electricity Distribution Company, Marya, Prakashgad, Bandra (East), Mumbai-400051

16) Chairman and Managing Director, Maharashtra State Power Generation Company, Marya, Prakashgad, Bandra (East), Mumbai-400051

17) Chief Engineer, State Transmission Undertaking, Maharashtra State Electricity Transmission Company, Prakashganga, Bandra (East), Mumbai-40005121.

18) Selection Committee (Energy-4), Department of Industries, Energy, Labour and Mines, Mantralaya, Mumbai.

PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Limited)
Regd. Office: First Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place,
New Delhi - 110001, (India) Fax: 011-23443990

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTRA-STATE TRANSMISSION PROJECT IN MAHARASHTRA

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of "Request for Proposal" (RFP).

Interested bidders may refer to the RFP notification and RFP documents available on the website https://www.mstcecommerce.com and https://www.pfcclindia.com.

The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) **from 30.05.2025 to one working day prior to bid submission for the project mentioned below** on payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% from 9th Floor, Wing – A, Statesman House, Connaught Place, New Delhi - 110001, Tel.: 91-11-23443996; e-mail: pfccl.itp@pfcindia.com. The RFP documents can also be downloaded from https://www.mstcecommerce.com and https://www.pfcclindia.com, however, in such case, interested party can submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% separately. The survey report and clarification to RFP documents shall be issued to those bidders, who have obtained/ purchased RFP documents by paying requisite fee at least one working day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding clarifications/ amendments/ time extensions etc., if any. The important timelines in this regard are as follows:

S. No	Name of Transmission Scheme	Last Date for seeking clarifications (dd/mm/yyyy)	Last Date for submission of response to RFP (dd/mm/yyyy)	Date of opening of Response to RFP (dd/mm/yyyy)
1.	**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District**	19/06/2025	01/08/2025 up to 15:00 hrs (IST)	01/08/2025 at 15:30 hrs (IST)

Note: PFC Consulting Limited reserves the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer.

An Initiative of

Government of Maharashtra

Bid Process Coordinator

PFC CONSULTING LTD.

(A wholly owned subsidiary of PFC Ltd.)
(A Govt. of India Undertaking)

Initiative Partner

State Transmission Utility Maharashtra

SINGLE STAGE REQUEST FOR PROPOSAL DOCUMENT FOR

SELECTION OF BIDDER AS TRANSMISSION SERVICE PROVIDER THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS

TO

ESTABLISH INTRA-STATE TRANSMISSION SYSTEM

FOR

Transmission Scheme for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"

ISSUED BY

PFC CONSULTING LTD.
(A wholly owned subsidiary of Power Finance Corporation Ltd.)

Registered Office:
1st Floor, "Urjanidhi", 1, Barakhamba Lane,
Connaught Place, New Delhi-110001

May 30,2025

PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Corporate Office:
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" is issued by PFC Consulting Limited.

This RFP document is issued to -

M/s. _____

_____

_____

_____

_____

Signature: ……
General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001
Email: pfccl.itp@pfcindia.com
Place: New Delhi
Date:

REQUEST FOR PROPOSAL NOTIFICATION

PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Limited)

Corporate Office:
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001

1. The Government of Maharashtra vide its Government Resolution No. Sankirna-0125/P.R.32/Urja-4 dated 12.02.2025 has notified PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District**" through tariff based competitive bidding process.

2. PFC Consulting Limited (PFCCL) (hereinafter referred to as BPC) hereby invites all prospective Bidders for issue of Request for Proposal (RFP) for selection of Bidder as Transmission Service Provider (TSP) on the basis of international competitive bidding in accordance with 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, 2003 and as amended from time to time. The responsibility of the TSP would be to establish the following Intra-State Transmission System – "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed Districts**" (hereinafter referred to as 'Project') on build, own, operate & transfer basis and to provide transmission service:

Sl. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date
1.	**Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 300 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. **Future space Provisions:** • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.	24 Months
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)	

Sl. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)	
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)	
5.	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)	
6.	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos	
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed) – 2 Nos.	
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)– 2 Nos.	
Note- Space shall be provided by existing Utility for (i) 400 kV line bay at AIS Pune(East) (Proposed) (ii) 220 kV line bay at AIS Manjarsumba (existing) (iii) 220 kV line bay at AIS Paranda (existing) (iv) 132 kV line bay at AIS Kalamb (Existing)		

3. The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with the provisions of the Transmission Service Agreement and applicable Rules/ Regulations, Orders, Codes and Guidelines issued by the State Government and State Commission and other relevant Orders, Rules/ Regulations of Central Government and Central Commission, as applicable

4. **Transmission License**: The TSP shall obtain the Transmission License from the State Commission.

5. **Bidding Process:** The Transmission Service Provider shall be selected through tariff based competitive bidding process for the Project based on meeting stipulated Qualification Requirements prescribed in Clause 2.1 of Section 2 of RFP and the lowest Quoted Transmission Charges discovered from Final Offers quoted during the e-reverse bidding. The selection of the TSP shall be subject to it obtaining Transmission License from the State Commission, which, after expiry, may be further extended by such period as deemed appropriate by the State Commission under powers vested with it to amend the conditions of the Transmission License.

   The entire bidding process shall be conducted on electronic platform created by MSTC Limited.

   The Bid shall be a single stage two envelope bid comprising the Technical Bid and the Financial Bid. The Bidders shall submit the Bid online through the electronic bidding platform. In addition to the

online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. There shall be no physical submission of the Financial Bid.

The Technical Bid shall be opened first and the Financial Bid of only the bidder who have qualified in the Technical Bid shall be opened. The Financial Bid will comprise of two rounds. In the first round the Initial Offer of the responsive bids would be opened and Quoted Transmission Charges of Initial Offer shall be ranked on the basis of ascending order. The Bidders, in the first fifty per cent of the ranking (with any fraction rounded off to higher integer) or four Bidders, whichever is higher, shall qualify for participating in the electronic reverse auction stage and submit their Final Offer.

6. The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of **(NES DHARASHIV TRANSMISSION LIMITED)** along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, twenty (20) days prior to the Bid Deadline.

   The **(NES DHARASHIV TRANSMISSION LIMITED)**, of which one hundred percent (100%) equity shares will be acquired by the Selected Bidder, shall be responsible as the TSP, for ensuring that it undertakes ownership, financing, development, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project, and to provide Transmission Service as per the terms of the RFP Project Documents.

   The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to Maharashtra STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days after 35 years from COD of project failing which Maharashtra STU shall be entitled to take over the project assets Suo moto.

7. **Commencement of Transmission Service**: The Bidder shall have to commence Transmission Service in accordance with the provisions of the Transmission Service Agreement.

8. **Transmission Charges**: The Transmission Charges shall be payable by the **Long Term Transmission System User** in Indian Rupees as per Maharashtra Electricity Regulatory Commission (Sharing of Intra-State Transmission Charges and Losses) Regulations as amended from time to time. Bidders shall quote the Transmission Charges as per the pre-specified structure, as mentioned in the RFP

9. **Issue of RFP document:** The detailed terms and conditions for qualification and selection of the Transmission Service Provider for the Project and for submission of Bid are indicated in the RFP document. All those interested in purchasing the RFP document may respond in writing to **General Manager, Tel. +91 11 23443912, Fax +91 11 23443990, Email: pfccl.itp@pfcindia.com** at the address given in para 12 below with a non-refundable fee of Rs. 5,00,000/- (Rupees Five Lakh Only) or US$ 7000/- (US Dollars Seven Thousand Only) plus 18% GST, to be paid via electronic transfer to the following Bank Account:

Bank Account Name : PFC Consulting Limited
Account No. : 000705036117
Bank Name : ICICI Bank
IFSC : ICIC0000007
Branch : Connaught Place, New Delhi-110001

latest by 31/07/2025. Immediately after issuance of RFP document, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure B, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and shall be submitted by the Bidder in two (2) originals in a separate envelope, duly superscripted with Pre-Award Integrity Pact. The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi. In case the Bidder is in a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately.

The RFP document shall be issued to the Bidders on any working day from 30/05/2025 to 31/07/2025 between 1030 hours (IST) to 1600 hours (IST). The BPC, on written request and against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFP document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed.

10. **Receipt and opening of Bid:** The Bid must be uploaded online through the electronic bidding platform on or before 1500 hours (IST) on 01/08/2025. Technical Bid will be opened by the Bid Opening Committee on the same day at 1530 hours (IST) in the office of ***Chief Engineer (Maharashtra STU), Mumbai*** in the online presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be opened on the next working day at the same time and venue. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause **3.2** to **3.4** shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer.

11. The RFP document is not transferable. BPC reserves the right to reject all Bid and/or annul the process of tariff based competitive bidding for selection of Bidder as TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.

12. **Nodal person for enquiries and clarifications**

All correspondence and clarification in respect of RFP document shall be addressed to:

General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi - 110001, India
Tel. + 91-11-23443912; Email: pfccl.itp@pfcindia.com

DISCLAIMER

1. This Request for Proposal (RFP) document is not an agreement or offer by the BPC to the prospective Bidders or to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Bid. The RFP document is based on material and information available in public domain.

2. This RFP, along with its Annexures, is not transferable and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.

3. While this RFP has been prepared in good faith, neither the BPC nor its employees or advisors/consultants make any representation or warranty expressed or implied as to the accuracy, reliability or completeness of the information contained in this RFP. The Bidders shall satisfy themselves, on receipt of the RFP document, that the RFP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of this RFP document on or before the date & time mentioned in this RFP, it shall be considered that the issued document, complete in all respects, has been received by the Bidders.

   This bidding process is in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India under Section 63 of the Electricity Act, 2003. Revisions or amendments in these Bidding Guidelines may cause the BPC to modify, amend or supplement this RFP document, including the RFP Project Documents to be in conformance with the Bidding Guidelines.

4. This RFP document includes statements, which reflect various assumptions arrived at by BPC in order to give a reflection of current status in the RFP. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RFP document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for BPC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

5. Neither BPC nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document.

6. Neither BPC, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Project, the information supplied by or on behalf of BPC or its employees, any consultants or otherwise arising in any way from the qualification process

for the said Project.

7. By participating in the bidding process, each of the Bidder shall have acknowledged and accepted that it has not been induced to enter into such agreement by any representation or warranty, expressed or implied, or relied upon any such representation or warranty by or on behalf of BPC or any person working in the bidding process.

8. BPC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this RFP document. Such updations, amendments or supplements, if any, will however be circulated to the Bidders not later than 15 days prior to the last date for submission of Bid.

9. Each Bidder unconditionally agrees, understands and accepts that the BPC reserves the rights to accept or reject any or all Bids without giving any reason. Neither the BPC nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.

10. This RFP may be withdrawn or cancelled by the BPC at any time without assigning any reasons thereof. BPC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.

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DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Project Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions of Tariff) Regulations 2024, "Maharashtra Electricity Regulatory Commission (MERC) (Terms and Conditions for Determination of Transmission Tariff) Regulations, 2023/ Maharashtra Electricity Regulatory Commission (Multi Year Transmission Tariff) Regulations 2024, Maharashtra Electricity Regulatory Commission (Transmission Licensee Conditions) Regulations 2004 , MERC (Transmission Open Access) Regulations 2016, MERC (Distribution Open Access) Regulations 2016, MERC (State Grid Code) Regulations 2020 or any other relevant electricity law, rule or regulation prevalent in Maharashtra /India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RFP:

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

"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 votingrights of the entity. As an illustration a chart is annexed hereto as Annexure – 12;

"Allocated Project Capacity" shall mean, for each Long Term Transmission System User , the sumof the generating capacities allocated to such Long Term Transmission System User from the ISGS and the contracted power, if any, as adopted by MERC from time to time in determining sharing of transmission charges between the Long Term Transmission System Users ;

"Bid" shall mean Technical Bid and Financial Bid (Initial Offer and Final Offer) submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions thereof;

"Bidder" shall mean either a single company (including its permitted successors and legal assigns) or a Consortium of companies (including its permitted successors and legal assigns) submitting a Bid in response to this RFP. Any reference to the Bidder includes Bidding Company, Bidding Consortium/ Consortium, Member in a Bidding Consortium and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

"Bidding Company" shall refer to such single company (including its permitted successors and legal assigns) that has submitted a Bid for the Project;

"Bidding Consortium/ Consortium" shall refer to a group of companies (including their permitted successors and legal assigns) that has collectively submitted a Bid for the Project;

"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 Electricity Act as amended from time to time;

"Bid Bond" shall mean the unconditional and irrevocable bank guarantee for **Rs. 11.14 Crore (Rupees Eleven Crore Fourteen Lakh Only)**, to be submitted along with the Technical Bid bythe Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14**;**

"Bid Deadline" shall mean the last date and time for submission of online Bid in response to thisRFP, specified in Clause 2.7.1;

"Bid Evaluation Committee" shall mean the committee constituted by the State Government**;**

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

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

"Commission" or "CERC" shall mean the Central Electricity Regulatory Commission of India constituted under Section-76 of The Electricity Act, 2003 and any successors and assigns;

"Central Government" shall mean the Government of India;

"Conflict of Interest" A Bidder shall be considered to be in a Conflict of Interest with one or moreBidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder.

Provided that if two or more bidders in the bidding process have formed a Joint Venture Company or Consortium to execute another project, the Bidders will not be considered to have Conflict of Interest;

"Commercial Operation Date (COD)" shall mean the date as per Article 6.2 of the TransmissionService Agreement;

"Consents, Clearances, 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 performance of Project including without any limitation on the construction, ownership, operation and maintenance of the transmission lines and/or sub-stations;

"Contract Performance Guarantee" shall have the meaning as per Clause 2.12 of this RFP;

"Contract Year" shall mean the period beginning on the Scheduled COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1and ending on March 31 provided that:

(i) the last Contract Year shall end on the last day of the term of the Transmission Service Agreement;

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

"Effective Date" shall have the meaning as ascribed thereto in the Transmission Service Agreement;

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

"Empowered Committee" shall mean the committee constituted by the Government of Maharashtra**;** of

"Final Offer" shall mean the Quoted Transmission Charges, required to be submitted as part ofthe Financial Bid on the electronic bidding platform during the e-reverse bidding stage. In case,no Final Offer is received during the e-reverse bidding stage then the lowest "Initial Offer" shallbe deemed to be the Final Offer**;**

"Financial Bid" shall mean the Initial Offer and Final Offer, containing the Bidder's Quoted Transmission Charges, as per the format at Annexure – 21 of this RFP**;**

"Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in Clause **2.1.3** hereof;

"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;

"Infrastructure sector" shall mean such sectors notified by Department of Economic Affairs in its Gazette Notification no. 13/1/2017-INF dated 14th November, 2017 and as amended from time to time;

"Initial Offer" shall mean the Quoted Transmission Charges, required to be submitted as part ofthe Financial Bid on the electronic bidding platform along with the Technical Bid**;**

"Inter State Generating Station" or "ISGS" shall mean a Central / other generating station in which two or more states have shares and whose scheduling is to be coordinated by the Regional LoadDespatch Centre;

"Intra-State Transmission System" shall have same meaning as defined in the Electricity Act, 2003;

"Lead Member of the Bidding Consortium" or "Lead Member" shall mean a company who commits at least twenty six percent (26%) equity stake in the Project, meets the technical requirement as per Clause 2.1.2 and so designated by other Member(s) in Bidding Consortium;

"Lead Long Term Transmission Customer System User" shall have the meaning as ascribed thereto in the TSA;

"Letter of Intent" or "LoI" shall mean the letter to be issued by the BPC to the Bidder, who hasbeen identified as the selected bidder, for award of the Project to such Bidder;

"Long Term Transmission System User" or "LTTSU" shall have the meaning as described in Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 as amended from time to time, and for the purpose of this Project, shall refer to the entities listed in Schedule 10 of this Agreement or any such other person who executes a Supplementary Agreement for availing transmission service as per the provisions of the TSA;

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

"MERC MYT Regulations" shall mean Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 or as amended from time to time;

"MOP" shall mean the Ministry of Power, Government of India;

"MOEF" shall mean the Ministry of the Environment and Forests, Government of India;

"Technical Bid" shall mean the bid submitted online through the electronic bidding platform, containing the documents as listed out in Clause 2.5.2 of this RFP;

"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;

"Qualification Requirements" shall mean the qualification requirements as set forth in Section-2, Clause 2.1 of this RFP;

"Quoted Transmission Charges" shall mean the quoted single annual Transmission

Charges submitted online through the electronic bidding platform by the Bidder as part of its Financial Bid asper the format in Annexure – 21 of this RFP;

"RFP" shall mean Request for Proposal document along with all schedules, formats, annexure and RFP Project Documents attached hereto, issued by BPC for tariff based competitive biddingprocess for selection of bidder who will acquire the TSP through e-reverse bidding to execute the Project, and shall include any modifications, amendments or alterations or clarifications thereto;

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

a. Transmission Service Agreement (TSA),
b. Share Purchase Agreement,
c. Any other agreement, as may be required;

"Scheduled COD" shall have the meaning as ascribed hereto in Clause 2.6 of this RFP;

"State Commission" or "MERC" shall mean the Maharashtra Electricity Regulatory Commission constituted under Section-82 of The Electricity Act, 2003 and any successors and assigns;

"State Government" shall mean the Government of Maharashtra;

"Statutory Auditor" shall mean the auditor appointed under the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) or under the provisions of any other applicable governing law;

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

"Share Purchase Agreement" shall mean the agreement amongst PFC Consulting Limited, the **[NES DHARASHIV TRANSMISSION LIMITED]**and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the **[NES DHARASHIV TRANSMISSION LIMITED]** for the Acquisition Price,by the Successful Bidder on the terms and conditions as contained therein;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to this RFP to acquire one hundred percent (100%) equity shares of **(NES DHARASHIV TRANSMISSION LIMITED)** along with all its related assets and liabilities, which will be responsible as the TSP to establish the Projecton build, own, operate and transfer basis as per the terms of the Transmission Service Agreementand other RFP Project Documents;

"Survey Report" shall mean the report containing initial information regarding the Project andother details provided as per the provisions of Clause 1.6.2.1.1 of this RFP;

"Technically Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in Clause 2.1.2 hereof;

"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 as per MERC MYT Regulations;

"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, 2003;

"Transmission Service Agreement" or **"TSA"** shall mean the agreement entered into between Long Term Transmission System User and the TSP, pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project on a commercial basis;

"Transmission Service Provider" or "TSP" shall mean the **SPV Company** "**(NES DHARASHIV TRANSMISSION LIMITED)**" whichhas executed the Transmission Service Agreement and which shall be acquired by the Selected Bidder;

"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.

SECTION – 1

INTRODUCTION

SECTION 1

1. INTRODUCTION

1.1. The Government of Maharashtra vide its Government Resolution No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 has notified PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed Districts"** through tariff based competitive bidding process.

The BPC hereby invites Bids from all prospective Bidders in accordance with this Request for Proposal (RFP) to select prospective Transmission Service Provider (TSP) in accordance with 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. The BPC shall select the Bidder having the prescribed technical and financial capability to become TSP and be responsible for establishing the Project in the state of Maharashtra. The TSP will make the Project available against payment of Transmission Charges, as adopted by the State Commission, payable to the TSP, as per Maharashtra Electricity Regulatory Commission (Sharing of Intra-State Transmission Charges and Losses) Regulations as amended from time to time, provisions of Transmission Service Agreement.

1.2. The TSP will be required to establish the following Intra-State Transmission System for "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed Districts** (hereinafter referred to as 'Project') on build, own, operate and transfer basis, and to provide transmission service.

Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed Districts		
Sl. No.	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
1	**Establishment of 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 300 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. **Future space Provisions:** • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.	24 Months

2	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)	
3	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)	
4	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)	
5	132 kV D/C line from 400/220/132 kV AIS Washi (New) to 132 kV AIS Kalamb (existing)	
6	220 kV line bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos	
7	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed) – 2 Nos.	
8	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)– 2 Nos.	
Note-	**Space shall be provided by existing Utility for** 1. 400 kV line bay at AIS Pune(East) (Proposed) 2. 220 kV line bay at AIS Manjarsumba (existing) 3. 220 kV line bay at AIS Paranda (existing) 4. 132 kV line bay at AIS Kalamb (Existing)	

1.3. Project Description

As per the Application received from Solar Developers and information received from CTU around 7 GW Solar Generation is expected in Aurangabad and Osmanabad District.
AIS Washi is center point of Patoda, Paranda, Bhoom and Kalamb which are RE enriched zones.
Hence, to evacuate the upcoming RE Generation towards load centers in Pune and Mumbai 400 kV Washi Pooling Substation is planned.

The subject Transmission system was deliberated and approved in the 6th meeting of the Empowered Committee held on 03.01.2025. Govt. of Maharashtra vide Gazette notification dated 12.02.2025 (Copy of Gazette attached) has appointed PFCCL as BPC for implementation of the subject InSTS scheme through TBCB route.

1.4. Transmission Grid Map

Transmission Grid Map indicating the location of the Project is enclosed as Annexure 18 of this RFP for information and reference of the Bidders**.**

1.5. The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of (NES DHARASHIV TRANSMISSION LIMITED) along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, twenty (20) days prior to the Bid Deadline.

The **(NES DHARASHIV TRANSMISSION LIMITED)**, of which one hundred percent (100%) equity shares will be acquired by the Selected Bidder, shall be responsible as the TSP, for ensuring that it undertakes ownership, financing, development, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project, and to provide Transmission Service as per the terms of the RFP Project Documents.

The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to Maharashtra STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days after 35 years from COD of project failing which STU shall be entitled to take over the project assets Suo moto.

1.6. Brief Scope of Work

1.6.1. Scope of Transmission Service Provider

The TSP's scope of work for the Project shall comprise, but not necessarily be limited to the following:

1.6.1.1. Establishment, operation and maintenance of the Project on build, own, operate and transfer basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning.

Further, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report.

1.6.1.2. The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Transmission Service Agreement and applicable Rules/ Regulations, Orders and Guidelines issued by the State Government and State Commission and other relevant Orders, Rules/ Regulations of Central Government and Central Commission, as applicable

1.6.1.3. The TSP shall ensure timely completion of entire scope of Project in all respects and its operation and maintenance, as shall be specified in the RFP documents.

1.6.1.4. The TSP shall seek Transmission License from the State Commission, as per the provisions of

the Electricity Act and regulations made thereunder.

1.6.1.5. The TSP shall seek approval under Section 164 of Electricity Act, from Government of Maharashtra after acquisition of **(NES DHARASHIV TRANSMISSION LIMITED)**. The approval shall be granted by Government of Maharashtra generally within 30 days but in no case later than 45 days from the date of receipt of application (complete in all aspects).

1.6.1.6. Regarding construction of bays, requirement of internal road, drainage, cable trench, leveling of the bay extension area, Bidder is advised to visit the site and acquaint itself with the provisions/facilities available at substation and the quantum of necessary modification work involved for accommodating the necessary bays in existing substations. These works shall be in the scope of the TSP.

1.6.1.7. **Scope of Bid Process Coordinator (BPC)**

BPC's scope of work is briefly outlined hereunder:

1.6.2.1 The BPC has initiated development of the Project and shall be responsible for the tasks in this regard as specified hereunder:

i. Provide to the Bidders a Survey Report for the Project at least forty five (45) days prior to the Bid Deadline. The Survey Report shall include the suggested route with approximate route length, type of terrain likely to be encountered and its likely implication in terms of Right of Way (ROW), statutory clearances, location of substations or converter stations and land area to be acquired for the substation or converter station.

ii. To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from the Government at least twenty (20) days prior to Bid Deadline.

iii. To initiate acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations, if required.

iv. To initiate process of seeking forest clearance, if required

v. The BPC shall intimate to the Bidders, the Acquisition Price payable by the Selected Bidder to the **PFC Consulting Limited** for the acquisition of one hundred percent (100%) of the equity shareholding of **(NES DHARASHIV TRANSMISSION LIMITED)**, along with all its related assets and liabilities at least twenty (20) days prior to the Bid Deadline.

vi. The BPC shall ensure issuance of all finalized RFP Project Documents, at least fifteen (15) days prior to the Bid Deadline.

Provided that for any delay in meeting the above obligations of the BPC within the specified time period above, the Bid Deadline as per Clause 2.7.1 shall be extended on a day for day basis.

1.6.2.2 The details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project shall be handed over to the TSP on an as-is-where-is basis, so that it may take further actions to obtain Consents, Clearances and Permits.

1.7. All costs (including direct and indirect) incurred by the BPC/ project specific SPV in connection with the activities concerning the Project shall be recovered from the TSP, which shall be included in the Acquisition Price.

1.8. The Project is required to be completed progressively in accordance with the schedule prescribed in this RFP.

1.9. A company under the Companies Act, 2013 by the name (NES DHARASHIV TRANSMISSION LIMITED) has been incorporated to initiate the activities for execution of the Project. The said company shall be acquired by the successful Bidder as per terms and conditions as may be prescribed in RFP.

1.10. The Ministry of Power and the appropriate state government(s) shall provide their support to the TSP, on best endeavor basis, in enabling the TSP to develop the Project.

1.11. All Bidders are required to submit their Bid in accordance with the instructions set forth in this RFP.

1.12. Once the Successful Bidder is selected, the details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project, shall be handed over to the Successful Bidder on as is where basis, so that it may take further actions to obtain all necessary Consents, Clearances and Permits and the TSP shall not be entitled for any extensions in the Scheduled COD of the Project except as provided for in the TSA.

1.13. The assets of the Project shall be made available on a commercial basis as per the terms and conditions of the Transmission Service Agreement and State Electricity Regulatory Commission applicable Regulations as amended from time to time.

SECTION – 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION – 2

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1. Qualification Requirements

2.1.1. The Bidder should be a company duly incorporated under the relevant laws (Bidding Company) or a Consortium of companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium. The Bidder shall be selected on meeting the Qualification Requirements specified in Section 2 of this RFP, as demonstrated by the Bidder's Technical Bid and the lowest Quoted Transmission Charges discovered from Final Offers quoted during the e-reverse bidding. A Bidding Consortium can participate in the bidding process for the Project if any Member of the Consortium has purchased the RFP document for such Project. Bidder who agree and undertake 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. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard, shall be eligible hereunder. Further, it is clarified that Procuring Entity as defined in orders shall deemed to have included Selected Bidder and/ or TSP.

Besides, Department of Expenditure, Ministry of Finance in suppression of Oms issued vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, 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, have issued directions regarding public procurement from a bidder of a country, which shares land border with India are also applicable.

2.1.2. **Technical requirement to be met by the Bidding Company or Lead Member of Bidding Consortium**

The Bidder must fulfill any one of the following technical requirements:

i. Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than **Rs. 557.00 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1**).** However, the capital expenditure of each project shall not be less than **Rs. 111.40 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1).

For this purpose, capital expenditure incurred on projects that have been commissioned/completed at least seven (7) days prior to Bid Deadline shall be considered. The capital expenditure discussed above shall be as capitalized and reflected in the audited books of accounts of the Technically Evaluated Entity. In case a clearly identifiable part of a project has been put into commercial operation, the capital expenditure on such part of the project shall be considered. The Technically Evaluated Entity must have either executed such projects

itself or must have held directly or indirectly at least twenty six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of commissioning/completion of such project(s).

OR

ii. Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than **Rs. 557.00 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1) from its client(s) for construction works fully completed during the last 5(five) financial years. However, the payment received from each project shall not be less than **Rs. 111.40 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1).

For this purpose, payments received on projects that have been commissioned/ completed at least seven (7) days prior to Bid Deadline shall be considered. Further only the payments (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the technical capacity.For the avoidance of doubt, construction works shall not include cost of land, supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, in cases where different individual contracts are signed between same entities for the same project, the cumulative payments received under such individual contracts shall be considered for meeting the qualification requirement.

The Technically Evaluated Entity may be the Bidding Company or the Lead Member of a Consortium or an Affiliate or Parent of such Bidding Company or the Lead Member, as the case may be.

Bidders shall furnish documentary evidence duly certified by authorized signatory of the Bidder who has been issued Power of Attorney in support of their technical capability as defined in Clause 2.1.2 of this RFP.

2.1.3. **Financial requirement to be met by the Bidding Company/Bidding Consortium**

2.1.3.1. The Bidder must fulfill following financial requirements:

A. Net-worth:

Net-worth should be not less than **Rs. 250 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1**)** computed as the Networth based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Networth of any of the last three (3) financial years should not be negative.

Note: Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Technical Bid.

Bidders shall furnish prescribed Annexure 7 (A) duly certified by authorized signatory of the Bidder who has been issued Power of Attorney and the Statutory Auditor and separate computation sheet for Networth duly certified by Statutory Auditor in support of their financial capability as defined in Clause 2.1.3 of this RFP.

2.1.3.2. The Networth shall be computed in the following manner by the Bidder:

A. Networth

=	Equity share capital
Add:	Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous expenditures to the extent not written off and carry forward losses

2.1.3.3. If the Technical Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them for investment in the Project.

2.1.4. The Bidder may seek qualification on the basis of technical and financial capability of its Parent and/ or its Affiliate(s) for the purpose of meeting the Qualification Requirements. However, in the case of the Bidder being a Consortium, the Lead Member has to meet the technical requirement on its own or by seeking the technical capability of its Parent and/or its Affiliate(s). Authorization for use of such technical or financial capability shall have to be provided from its Parent and/or Affiliate(s) as per Annexure 9. The technical and financial capability of a particular company/ particular project, including its Parents and/or Affiliates, shall not be used directly or indirectly by more than one Bidder/ Member of a Bidding Consortium/ Bidding Company. However, development and construction experience of a particular project may be used by more than one company.

The determination of the relationship of Parent or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be on the date at the most seven (7) days prior to the last date of submission of the Bid. Documentary evidence to establish such relationship shall be furnished by the Bidder along with the Technical Bid.

If the Technically Evaluated Entity and/or Financially Evaluated Entity is an entity other than the Bidding Company or a Member in a Bidding Consortium, the Bidding Company or Member relying on such Technically Evaluated Entity and/or Financially Evaluated Entity will have to submit a legally binding undertaking supported by a board resolution from the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, and in the event of any default the same shall be met by such evaluated entity or by or the Ultimate Parent Company. The Bidding Company or the Consortium Member shall have to provide information and documents relating to its relationship with such Technically Evaluated Entity and/or Financially

Evaluated Entity including details about the equity shareholding between them as per Annexure 7(C).

2.1.5. A Bidder shall submit only one Bid in the same bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Parent/ Affiliate/Ultimate Parent of the Bidder/ Member in a Bidding Consortium shall not separately participate directly or indirectly in the same bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected.

2.1.6. Notwithstanding anything stated above, BPC reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents. BPC reserves the right at its sole discretion to contact the Bidder's bank and project references and verify the Bidder's information and documents for the purpose of bid evaluation.

2.1.7. The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till execution of the Transmission Service Agreement. 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 execution of the Transmission Service Agreement. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.1.8. The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements 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. Failure to comply with the aforesaid provisions shall be dealt as per provisions of Transmission Service Agreement.

2.1.9. On the Bid Deadline, for the Bidder to be eligible to participate in the bidding process:

i. The Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors or key personnel should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies; or

ii. The Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate or their directors should not have been convicted of any offence in India or abroad.

In case any investigation is pending against the Bidder, including any Consortium Member or Affiliate, or CEO or any of the directors/ manager/key managerial personnel of the Bidder /Consortium /Member or their Affiliates, full details of such investigation including the name

of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed while submitting the Bid.
The Bidders shall confirm the above though a notarized affidavit as per Annexure 22.

2.2. Submission of Bid by the Bidder

2.2.1. The information and documents in Technical Bid will be submitted by the Bidder as per the formats specified in Section – 4 (Formats for RFP) of this document

2.2.2. Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Technical Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of Bidder.

2.2.3. The Technical Bid shall contain unconsolidated/consolidated audited annual accounts (consisting of unabridged Balance Sheet, Profit and Loss Account, profit appropriation account, Auditors Report, etc.), as the case may be, of Bidding Company or each Member in Consortium including Lead Member or the Financially Evaluated Entity for the last three (3) financial years immediately preceding the last date for submission of Bid for the purpose of calculation of Networth.

In case the annual accounts for the financial year immediately preceding the Bid Deadline is not audited, the Bidder shall give declaration in this regard duly certified by its statutory auditor. In such a case, the Bidder shall provide the audited annual accounts for the three (3) financial years preceding the financial year as above for which the annual accounts have not been audited.

2.2.4. <u>Bid submitted by a Bidding Consortium:</u>

2.2.4.1. The Technical Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Annexure 6). There shall be only one Lead Member which shall continue to hold twenty six percent (26%) equity in the TSP and cannot be changed upto one (1) year from the Commercial Operation Date (COD) of the Project. Each Member in Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In absence of Consortium Agreement, the Technical Bid will not be considered for evaluation and will be rejected.

Provided that the Lead Member of the Bidding Consortium will be required to be liable to the extent of 100% of the total proposed commitment of equity investment of the Bidding Consortium i.e. for both its own equity contribution as well as the equity contribution of other Members.

Provided further that the Consortium Agreement shall not be amended without the explicit approval of the BPC.

The Lead Member of the Consortium will be the single point of contact for the purposes of the bid process before the date of signing of Share Purchase Agreement. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of the BPC and/or the STU and the BPC and/or the STU shall not bear any liability whatsoever on this account.

2.2.4.2. The Lead Member should designate at the most two persons to represent the Consortium in its dealings with the BPC. The person(s) designated by the Lead Member should be authorized through a Power of Attorney (as per Annexure 3) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Technical Bid on behalf of the Consortium, etc. The Bidding Consortium shall provide board resolutions from their respective Boards for committing their respective portion of equity requirement for the Project. Additionally, the Lead member shall provide a Board resolution committing to make good any shortfall in the equity for the project, in case of any member not meeting its equity commitment.

2.2.4.3. The Technical Bid should also contain signed Letter of Consent (as per Annexure 2) from each Member in Consortium confirming that the entire Technical and Financial Bids has been reviewed and each element of the Technical and Financial Bids is agreed to by them including investment commitment for the Project.

In addition, the Technical Bid should also contain Board Resolution from each Member of the Consortium other than the Lead Member in favour of their respective authorized representatives for executing the POA, Consortium Agreement and signing of the requisite formats.

2.2.5. Bid submitted by a Bidding Company

2.2.5.1. The Bidding Company should designate at the most two persons to represent the Bidding Company in its dealings with BPC. The person(s) should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Technical and Financial Bids etc. The Bidding Company should submit, along with Technical Bid, a Power of Attorney (as per Annexure 3), authorizing the signatory of the Technical and Financial Bids. The Bidding Company shall submit the board resolution committing 100% of equity requirement for the Project, in the Technical Bid.

2.3. Clarifications & Pre-Bid Meeting

2.3.1. The Bidders may seek clarifications or suggest amendments to the RFP by sending an email to the BPC at the email id indicated in Clause 2.14 within the date and time mentioned in Clause 2.7.2. For any such clarifications or amendments, the Bidders should adhere to the format as per Annexure – 19.

2.3.2. Only those Bidders or their authorized representatives, who have purchased the RFP documents are invited to attend the pre-bid meeting(s), which will take place on date as specified in Clause 2.7.2, or any such other date as notified by the BPC. The time and address of this would be intimated later.

2.3.3. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in

particular, issues raised in writing by the Bidders as per the provisions of Clause 2.3.1.

2.3.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

2.3.5. The BPC is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.

2.3.6. In case Bidders need any further clarifications not involving any amendments in respect of final RFP, they should ensure that request for such clarification is submitted through e-mail to the BPC at least ten (10) days prior to the Bid Deadline as mentioned in Clause 2.7.1. The BPC may issue clarifications only, as per its sole discretion, which is considered reasonable by it. Any such clarification issued shall be sent to all the Bidders to whom the RFP has been issued. Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received. There shall be no extension in Bid Deadline on account of clarifications sought as per this clause 2.3.6.

2.4. Amendment of RFP

2.4.1. At any time before the timeline mentioned in Clause 2.7.1, the BPC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder modify or amend the RFP, including the timelines specified in Clause 2.7.2 by issuance of addendum/modification/errata and/or revised document. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to whom the RFP has been issued and shall be binding on them. In order to ensure that Bidders have reasonable time to take the modification into account in preparing their Bid, or for any other reasons, BPC may at its discretion, extend the due date for submission of Bid. Late receipt of any addendum/modification/errata and/or revised document will not relieve the Bidder from being bound by that modification.

2.4.1. All modifications shall become part of the terms and conditions of this RFP. No interpretation, revision or communication regarding this RFP is valid, unless made in writing.

2.4.2. The amendment to the RFP shall be notified to all the Bidders through the electronic bidding platform and shall be binding on them.

2.5. The Bidding Process

The entire bidding process shall be conducted on electronic bidding platform created by **MSTC Limited**. The Bid shall comprise of the Technical Bid and the Financial Bid. The Bidders shall submit the Technical Bid & Financial Bid through the electronic bidding platform. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. There shall be no physical submission of the Financial Bid.

Evaluation of Technical Bid will be carried out considering the information and documents furnished by the Bidders as required under this RFP. This step would involve responsiveness check, technical and financial evaluation of the details/ documents furnished by the Bidding

Company / Bidding Consortium in support of meeting the Qualification Requirements. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause **3.2** to **3.4** shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer. The BPC shall also upload the list of all Qualified Bidders and Non-Qualified Bidders on the bidding portal along with the reasons for non-qualification. Also, the Financial Bids of Qualified Bidders shall be opened after at least 24 hours from the date of declaration of the Technically Qualified Bidders.

The Financial Bid will comprise of two rounds. In the first round the Initial Offer (submitted online along with the Technical Bids) of the responsive bids would be opened and Quoted Transmission Charges of Initial Offer shall be ranked on the basis of ascending order for determination of the Qualified Bidders as provided in Section-III of RFP. The Qualified Bidders, in the first fifty per cent of the ranking (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, shall qualify for participating in the electronic reverse auction stage and submit their Final Offer.

Provided however, in case only one Bidder remains after the evaluation of Technical Bid as per Clause 3.2, 3.3 and Clause 3.4, the Initial Offer of such Bidder shall not be opened and the matter shall be referred to the Government.

Provided that in the event the number of qualified Technical Bids is between two and four, then each of the qualified Bidder shall be considered as "Qualified Bidders".

Provided that in the event of identical Quoted Transmission Charges discovered from the Initial Offer having been submitted by one or more Bidders, all such Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders. In such cases, all the Qualified Bidders who share the same rank till 50% of the rank (with any fraction rounded off to higher integer) determined above, shall qualify to participate in the electronic e-reverse auction stage. In case 50% of the ranks (with any fraction rounded off to higher integer) is having less than 4 (four) Bidders and the rank of the fourth (4^{th}) Bidder is shared by more than one (1) Bidder, then all such Bidders who share the rank of the fourth (4^{th}) Bidder shall qualify to participate in the electronic reverse auction.

The applicable ceiling for electronic reverse bidding shall be the lowest Quoted Transmission Charges discovered from the Initial Offer received from the Qualified Bidders. The Qualified Bidders shall be permitted to place their Final Offer on the electronic bidding platform, which is lower than zero point two five (0.25) % of the prevailing lowest Quoted Transmission Charges.

The initial period for conducting the e-reverse bidding should be 2 hours which will be extended by 30 minutes from the last received bid time, if the bid is received during the last 30 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 30 minutes from the latest received bid time.

The technical details with respect to access to such electronic platform are provided in Annexure-A (Technical Details with respect to electronic reverse auction).

In case of any technical clarification regarding access to the electronic reverse auction platform

or conduct of the auction process, the Bidders may contact MSTC directly at the address provided in Annexure-A.

2.5.1. **Bid Formats**

The Bids in response to this RFP will be submitted online through the electronic bidding platform by the Bidders in the manner provided in Clause 2.9. The Bids shall comprise of the following:

2.5.2. **Technical Bid comprising of:**

1. Covering Letter (as per prescribed format enclosed as **Annexure 1**);

2. Letter of Consent from Consortium Members in **Annexure 2;**

3. Power of attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid, in the format attached hereto as **Annexure 3**.

   Additionally, in case of a Bidding Consortium, the power of attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in as per format attached hereto as **Annexure 4**. Further, the Lead Member shall furnish Board resolution(s) from each Member of the Consortium other than the Lead Member in favour of their respective authorized representatives for executing the POA and signing of the requisite formats.

   Provided that in the event the Bidding Company or the Lead Member of the Consortium or any Member of the Bidding Consortium, as the case may be, is a foreign entity, it may issue Board resolutions in place of power of attorney for the purpose of fulfilling these requirements.

4. Bidder's composition and ownership structure in **Annexure 5**

5. Format for Authorization submitted in Non-Judicial stamp paper duly notarized as per **Annexure 5** from the Bidding Company / each Member of the Consortium authorizing the BPC to seek reference from their respective bankers & others.

6. In case of Bidding Consortium, the Consortium Agreement shall be provided in as per format attached hereto as **Annexure 6**

7. Format of Qualification Requirement (**Annexures 7A, 7B, 7C and 7D)**

8. Bidders Undertakings and details of equity investment in Project (as per prescribed formats 1 and 2 of **Annexure 8**);

9. Authorization from Parent / Affiliate of Bidding Company / Member of Bidding Consortium whose technical / financial capability has been used by the Bidding Company / Member of Bidding Consortium **(Annexure 9)**.

10. Undertaking from the Technically / Financially Evaluated Entity(ies) **OR** Undertaking from the Ultimate Parent Company, for total equity investment commitment, in the prescribed format in **Annexure – 10**, to meet any shortfall in the equity investment by the Selected Bidder in the **(NES DHARASHIV TRANSMISSION LIMITED).**

    Note: The effective Equity holding of the Selected Bidder in the NES **(NES DHARASHIV TRANSMISSION LIMITED)**, as specified in Clause 2.5.8.1 shall be computed as per the provisions of Clause 2.5.8.3 of this RFP.

    Provided further, in case the Bidding Company or Member of a Consortium, (as the case may be) holds at least twenty six percent (26%) equity in such Technically/ Financially Evaluated Entities, whose credentials have been considered for the purpose of meeting the Qualification Requirements as per the RFP, no such Undertaking shall be required from the Technically / Financially Evaluated Entities.

11. Board resolutions, as per prescribed formats enclosed as Annexure – 11, duly certified by the Company Secretary or any Whole-time Director / Manager (supported by a specific Board Resolution), as applicable to the Bidder and mentioned hereunder,

    (a) Board resolution from the Bidding Company (and any investing Affiliate / Parent Company / Ultimate Parent Company) committing one hundred percent (100%) in aggregate of the equity requirement for the Project - Format-1 of **Annexure 11**;

    (b) Board resolutions from each of the Consortium Member of the Bidding Consortium (and any investing Affiliate / Parent Company / Ultimate Parent Company) together committing to one hundred percent (100%) in aggregate of equity requirement for the Project, in case Bidder is a Bidding Consortium - Format-1 of **Annexure 11**;

    (c) In either of the cases as in (a) or (b) above as applicable, Board resolutions as per Format 2 of **Annexure 11** for total equity investment commitment from the Technically / Financially Evaluated Entity(ies) whose technical / financial credentials had been considered for the purpose of meeting Qualification Requirements as per the RFP

    OR

    Board resolutions as per Format 2 of **Annexure 11** from the Parent Company or the Ultimate Parent Company for total equity investment commitment.

    Provided that such Board resolutions, as specified in (a) or (b) or (c) above, in case of a foreign entity, shall be supported by an unqualified opinion issued by an independent legal counsel practicing in the relevant country, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

For clarity sake, illustrations identifying which Board Resolution shall be applicable in typical cases are provided in **Annexure 11A**.

12. Format for Illustration of Affiliates at the most seven (7) days prior to Bid Deadline, duly certified by Company Secretary and supported by documentary evidence **(Annexure 12)**.

    Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC etc. submitted as documentary evidence along with **Annexure 12.**

13. Disclosure as per **Annexure 13** regarding participation of any related companies in this bidding process.

14. Bid Bond, as per the prescribed format at **Annexure 14**

15. Checklist for Technical Bid submission requirements as per **Annexure 16**.

16. Last three (3) financial years' unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity

17. Unconsolidated audited annual accounts of both the TEE and the Bidding Company/Lead member, as applicable, for the financial years in which financial closure was achieved and the financial year in which the said project was completed / commissioned.

18. Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the Company Secretary of Bidding Company or each Member in case of a Consortium including Lead Member.

19. For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by duly signed by authorized signatory.

In addition to the online submission of above formats through the electronic platform, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. In case, there is a discrepancy between the online submission and physical documents, the bid would be out rightly rejected and the bidder shall be construed to have engaged in the fraudulent practice as defined in Clause 2.19.3 with consequences as mentioned in Clause 2.19.2.

2.5.3. **Financial Bid (as per prescribed format at Annexure-21)**

Financial Bid shall comprise of: (i) the Initial Offer; and (ii) the Final Offer. The Initial Offer is required to be submitted along with the Technical Bid. It is hereby clarified that the Financial Bid will comprise of two rounds. In the first round the Initial Offer of the responsive bids would be opened and Quoted Transmission Charges of Initial Offer shall be ranked on the basis of ascending order for determination of the Qualified Bidders as provided in Section-III of RFP.

In accordance with clause 2.5 of this RFP, the qualified Bidders shall be eligible to participate in the electronic reverse auction and submit their Final Offer.

The applicable ceiling for electronic reverse bidding shall be the lowest Quoted Transmission Charges discovered from the Initial Offer received from the Qualified Bidders. The Qualified Bidders shall be permitted to place their Final Offer on the electronic bidding platform, which is lower than zero point two five (0.25) % of the prevailing lowest Quoted Transmission Charges.

The initial period for conducting the e-reverse bidding should be 2 hours which will be extended by 30 minutes from the last received bid time, if the bid is received during the last 30 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 30 minutes from the latest received bid time.

The Bidders shall inter-alia take into account the following while preparing and submitting the Initial Offer and Final Offer of Financial Bid :-

a) The Bidders shall quote single annual Quoted Transmission Charges for a period of 35 years commencing from the Scheduled COD of the Project.

b) The Quoted Transmission Charges as per the format at Annexure-21 shall be inclusive of all charges and no exclusions shall be allowed. The Bidders shall take into account all costs including capital and operating, statutory taxes, duties, levies. Availability of the inputs necessary for operation and maintenance of the Project should be ensured by the TSP at the Project site and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the Project site must be included in the Quoted Transmission Charges.

c) Annexure 21 duly digitally signed by authorized signatory.

2.5.4. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

2.5.5. **Transmission Charges**

2.5.5.1. The Transmission Charges shall be specified in the Transmission Service Agreement and shall be payable to the TSP in Indian Rupees only. The Bidders shall quote single Transmission Charges as per the format at Annexure – 21.

2.5.5.2. The Transmission Charges of the Selected Bidder shall be inserted in Schedule 5 of the Transmission Service Agreement.

2.5.6. **Bidders may note that:**

a) All the information and documents in Bid shall be submitted in English language only.

b) Bidders shall mention the name, designation, telephone number, fax number, email address

of the authorized signatory and complete address of the Bidder in the covering letter.

c) All pages of the Bid submitted shall be initialed and stamped by the authorized signatory on behalf of the Bidder.

d) A Bidder shall submit only one Bid in the same bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium.

e) The technical and financial capability of a particular company / particular project (Parent and/ or Affiliate) shall not be used directly or indirectly by more than one Bidder/ Member of a Bidding Consortium including Lead Member / Bidding Company.

f) This Request for Proposal (RFP) document is not transferable. The RFP document and the information contained therein is for the use only by the Bidder to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project, this RFP document must be kept confidential.

g) Though adequate care has been taken while preparing this RFP document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to the BPC immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of RFP document, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

h) Bids submitted by the Bidder and opened on scheduled date and time as stipulated in this RFP shall become the property of the BPC and BPC shall have no obligation to return the same to the Bidder.

i) If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the BPC reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in Transmission Service Agreement shall apply.

j) If for any reason the Bid of the Bidder with the lowest Quoted Transmission Charges is not selected or Letter of Intent issued to such Selected Bidder is cancelled or such Bidder withdraws its Bids, the BPC may :-

   i. Invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the Bidder with the lowest Quoted Transmission Charges (the "second round of bidding") with following cases:

      - If in the second round of bidding, only one Bidder matches the Bid of the Bidder with lowest Quoted Transmission Charges, it shall be the Selected Bidder.

      - If two or more Bidders match the Bid of the Bidder with the lowest Quoted Transmission Charges in the second round of bidding, then the Bidder whose Quoted Transmission Charges was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth

lowest Bidders in the first round of bidding offer to match the Bid of the Bidder with lowest Quoted Transmission Charges in the second round of bidding, the said third lowest Bidder shall be the Successful Bidder.

- In the event that no Bidder offers to match the Bid of the Bidder with the lowest Quoted Transmission Charges in the second round of bidding, the BPC may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Bidder which quoted the lowest Quoted Transmission Charges in the first round of bidding. In case the Bidders are invited for the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Quoted Transmission Charges of the second lowest Bidder in the first round of bidding; or;

ii. Annul the bid process; or

iii. Take any such measure as may be deemed fit in the sole discretion of the BPC[1]

k) The BPC may, at its sole discretion, ask for additional information / document and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Transmission Charges shall be sought or permitted by the BPC.

l) Non submission and/or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of BPC of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.

m) Bidders shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits.

n) All Bidders are required to ensure compliance with the standards and codes mentioned in Clause 1.6.1.2.

o) BPC reserves the right to reject all Bids and/or annul the process of tariff based competitive bidding for selection of Bidder as TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.

p) Foreign companies submitting the Bid are required to follow the applicable law in their country for execution of POA, Consortium Agreement and affixation of Common Seal (wherever required) and in such cases, their Bid should be supported by an unqualified opinion issued by an independent legal counsel practicing in the relevant country, stating that execution of such POA, Consortium Agreement and the authorizations granted therein are true and valid. Foreign companies executing POA outside India shall necessarily pay the adequate stamp charges in India as per the provisions of Stamp Act.

[1] **BPC shall record reasons for the same.**

2.5.7. **Bidders to inform themselves fully**

2.5.7.1. The Bidders shall make independent enquiry and satisfy themselves with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on his Bid. Once the Bidders have submitted their Bids, the Bidders shall be deemed to have inspected and examined the site conditions (including but not limited to its surroundings, its geological condition and the adequacy of transport facilities to the site), the laws and regulations in force in India, the transportation facilities available in India, the grid conditions, the adequacy and conditions of roads, bridges, railway sidings, ports, etc. for unloading and/or transporting heavy pieces of material and has based its design, equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the transmission of power. Accordingly, each Bidder acknowledges that, on being selected as Successful Bidder and on acquisition of one hundred percent (100%) of the equity shares of the **(NES DHARASHIV TRANSMISSION LIMITED)**, the TSP shall not be relieved from any of its obligations under the RFP Project Documents nor shall the TSP be entitled to any extension in Scheduled COD mentioned in this RFP or financial compensation for any reason whatsoever.

2.5.7.2. In their own interest, the Bidders are requested to familiarize themselves with all relevant laws of India, including without limitation, the Electricity Act 2003, the Income Tax Act 1961, the Companies Act, 1956 / Companies Act, 2013 (as the case may be), Environment Protection Act 1986 and Forest (Conservation) Act, 1980, the Customs Act, the Foreign Exchange Management Act, Land Acquisition Act, 1894, the Indian Telegraph Act 1885, Labour & Employment Laws of India, [Insurance Act] the regulations/standards framed by the Commissions and CEA, all other related acts, laws, rules and regulations prevalent in India, as amended from time to time.

In addition to the above, the Bidders are required to familiarize themselves with all relevant technical codes and standards, including but not limited to the Grid Code / State Grid Code, Central Electricity Authority (Installation and Operations of Meters) Regulations, 2006, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, MERC (Transmission Open Access) Regulations, 2016,Central Electricity Regulatory Commission Grant of Connectivity, Long-term Access and Medium - Term Open Access in Inter-State Transmission and related matters) Regulations, 2009, Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010, Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020, Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 and other relevant Rules/ Regulations/ Guidelines issued by the State Government, Central Commission, State Commission Central Government and the CEA and amendments thereof.

The BPC shall not entertain any request for clarifications from the Bidders regarding the above laws / acts / rules / regulations / standards. Non-awareness of the same shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidders undertake and agree that, before submission of their Bid, all such factors as generally brought out above, have been fully investigated and considered while submitting their Bids.

2.5.7.3. The Survey Report has been prepared in good faith, and on best endeavor basis. Neither BPC & Long Term Transmission System User nor their employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of such Survey Report, even if any loss or damage is caused to the Bidders by any act or omission on their part.

2.5.7.4. Bidders shall make best efforts and carry out its own due diligence upon survey report provided by BPC and shall consider all possible techno-commercial factors before submission of Bid. Bidders may also visit the route of the Transmission Lines associated with the Project and the surrounding areas and obtain / verify all information which they deem fit and necessary for the preparation of their Bid. Bidders may also carry out required surveys and field investigation for submission of their Bid. Bidders may also opt for any other route and is not bound to follow the route suggested in survey report provided by BPC.

2.5.7.5. Failure to investigate, examine and to inspect site or subsurface conditions fully shall not be grounds for a Bidder to alter its Bid after the Bid Deadline nor shall it relieve a Bidder from any responsibility for appropriately eliminating the difficulty or costs of successfully completing the Project.

2.5.7.6. The Selected Bidder shall obtain all necessary Consents, Clearances and Permits as required. The Bidders shall familiarize itself with the procedures and time frame required to obtain such Consents, Clearances and Permits.

2.5.7.7. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch instructions/codes, etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in the country. Information regarding grid parameters such as voltage and frequency is available on the websites of Regional / State Load Despatch Centres.

2.5.8. **Minimum Equity holding/Equity Lock-in**

2.5.8.1. (a) The aggregate equity share holding of the Selected Bidder, in the issued and paid up equity share capital of (NES DHARASHIV TRANSMISSION LIMITED) shall not be less than Fifty one percent (51%) up to a period of (1) one year after COD of the Project;

(b) In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in (a) above.

(c) If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then subject to the second proviso of this Clause 2.5.8.1 (c), such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in **(NES DHARASHIV TRANSMISSION LIMITED)** to another Affiliate or to the Parent Company / Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

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

Provided further, that the aggregate equity share holding of the Bidding Consortium or a Bidding Company in the issued and paid up equity share capital of **(NES DHARASHIV TRANSMISSION LIMITED)** shall not be less than fifty one percent (51%) up to a period of one (1) year after COD of the Project and the lead Member of the Consortium shall have the equity share holding not less than twenty six percent (26%). In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in (a) above.

(d) All transfer(s) of shareholding of **(NES DHARASHIV TRANSMISSION LIMITED)** by any of the entities referred to above, shall be after prior written intimation to the Long Term Transmission System User

2.5.8.2. The Selected Bidder may invest in the equity share capital of **(NES DHARASHIV TRANSMISSION LIMITED)** through its Affiliate(s) or Ultimate Parent Company or Parent Company. Details of such investment will have to be specified in the Technical Bid as per Format 2 of Annexure 8 of the RFP. If the Selected Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company, the Selected Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified in Clause 2.5.8.1 and as computed as per the provisions of Clause 2.5.8.3 are still maintained.

2.5.8.3. 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 **(NES DHARASHIV TRANSMISSION LIMITED)** 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 **(NES DHARASHIV TRANSMISSION LIMITED)** then holding of Selected Bidder A in **(NES DHARASHIV TRANSMISSION LIMITED)** 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 (NES DHARASHIV TRANSMISSION LIMITED), then for the purposes of

ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in **(NES DHARASHIV TRANSMISSION LIMITED)** shall be fifteen percent (15%), (i.e., 30%* 50%);

2.5.8.4. The provisions as contained in this Clause 2.5.8 and Article 19.1 of the Transmission Service Agreement shall override the terms of the Consortium Agreement submitted by the Bidder as part of the RFP.

2.6. Project Schedule

2.6.1. All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;

Sl. No.	Name of the Transmission Element	Scheduled COD	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.	**Establishment of 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 300 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. **Future space Provisions:** • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.	24 Months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)			
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)			
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)			

Sl. No.	Name of the Transmission Element	Scheduled COD	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
5.	132 kV D/C line from 400/220/132 kV AIS Washi (New) to 132 kV AIS Kalamb (existing)			
6.	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos			
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed – 2 Nos.			
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)– 2 Nos.			
Note- Space shall be provided by existing Utility for (i) 400 kV line bay at AIS Pune(East) (Proposed) (ii) 220 kV line bay at AIS Manjarsumba (existing) (iii) 220 kV line bay at AIS Paranda (existing) (iv) 132 kV line bay at AIS Kalamb (Existing)				

2.7. Due dates

2.7.1. The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e. on or before 1500 hrs on 01/08/2025. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.

2.7.2. Important timelines are mentioned below:

Date	Event
30-05-2025	Issuance of RFP
19-06-2025	Submission of written clarifications/amendments, if any, on the RFP / RFP Project Documents by Bidders so as to reach BPC by 1700 hours.

Date	Event
	Such written clarifications/amendments shall be in the format provided in Annexure-20.
26-06-2025	Pre-Bid meeting(s)
09-07-2025	Issue of written clarifications and revised RFP documents
18-07-2025	Issue of final RFP Project Documents
01-08-2025	Submission of Bid (Online submission of Bid through electronic bidding portal)
01-08-2025	Opening of Technical Bid
11-08-2025	Shortlisting and announcement of Qualified Bidders on bidding portal
12-08-2025	Opening of Financial Bid - Initial Offer
14-08-2025	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.
21-08-2025	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer
22-08-2025	Selection of Successful Bidder and issue of LOI
02-09-2025	Signing of RFP Project Documents and transfer of SPV

2.7.3. To enable BPC to meet the schedule, all Bidders are expected to respond expeditiously during the bidding process. If any milestone/activity falls on a day which is not a working day or which is a public holiday then the milestone/activity shall be achieved/ completed on the next working day.

2.8. Validity of the Bid

2.8.1. The Bid shall remain valid for a period of one hundred and eighty (180) days from the Bid Deadline. The BPC reserves the right to reject any Bid which does not meet aforementioned validity requirement.

2.8.2. The BPC may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response, thereafter, shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the BPC, the BPC shall not be entitled to invoke the Bid Bond. A Bidder accepting the BPC's request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the BPC within seven (7) days of such request, failing which the Bid shall not be considered as valid.

2.9. Method of Submission

2.9.1. Both the Technical and Financial Bids duly filled in, all formats and supporting shall be scanned and uploaded online through electronic bidding platform in the manner specified in Annexure A.

2.9.2. It may be noted that Technical Bid shall not contain any information/document relating to Financial Bid. If Technical Bid contains any such information/documents, the BPC shall not be responsible for premature opening of the Financial Bid.

All pages of the Bid, except for the Bid Bond (Annexure 14) and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted in this regard shall be signed by the authorized signatory at least on the first and last page of such document.

2.9.3. No change or supplemental information to a Bid already submitted will be accepted after the Bid Deadline, unless the same is requested for by the BPC as per Clause 2.5.6 (k).

Provided that a Bidder shall always have the right to withdraw / modify its Bid before the Bid Deadline. No Technical Bid or Initial Offer shall be modified, substituted or withdrawn by the Bidder on or after the Bid Deadline.

2.10. Preparation cost

2.10.1. The Bidders shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending pre-bid meetings, and finalization and execution of the RFP Project Documents (other than the TSA), etc. BPC shall not be responsible in any way for such costs, regardless of the conduct or outcome of the process of tariff based competitive bidding for selection of Bidder as TSP as per Bidding Guidelines.

2.10.2. The cost of this RFP is **Rupees Five Lakh (Rs.5,00,000/-) or U.S. Dollar Seven Thousand Only (US$7,000 /-) plus GST** as per applicable rate, which shall be non-refundable. This amount shall be paid via electronic transfer to the following Bank Account:

Bank Account Name: PFC Consulting Limited	
Account No.	**: 000705036117**
Bank Name	**: ICICI Bank**
IFSC	**: ICIC0000007**
Branch	**: Connaught Place, New Delhi-110001**

Immediately after issuance of RFP document, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure B, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and shall be submitted by the Bidder in two (2) originals in a separate envelope, duly superscripted with Pre-Award Integrity Pact. The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi. In case the Bidder is in a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately.

2.11. Bid Bond

2.11.1. Each Bidder shall submit the Bid accompanied by Bid Bond issued by any of the Banks listed in Annexure-17. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.

2.11.2. Subject to the provisions of Clause 2.15.5, the Bid Bond may be invoked by the BPC or its authorized representative, without any notice, demure, or any other legal process upon

occurrence of any of the following:

- Bidder withdraws during the period of Bid Validity as specified in this RFP or as extended by mutual consent of the respective Bidder(s) and the BPC

- Failure to execute the Share Purchase Agreement as per the provisions of Clause 2.15.2; or

- Failure to furnish the Contract Performance Guarantee as per Clause 2.12; or

- Failure to acquire one hundred percent (100%) equity shares of **(NES DHARASHIV TRANSMISSION LIMITED)**, along with all its related assets and liabilities, in accordance with the provisions of Clause 2.15.2; or

- Failure to comply with the provisions of Clause 2.15.5 and Clause 2.15.6, leading to annulment of the award of the Project.

- Bidders submitting any wrong information or making any misrepresentation in their Bid as mentioned in Clause 2.5.6.

Intimation of the reasons of the invocation of the Bid Bond shall be given to the Selected Bidder by the BPC within three (3) working days after such invocation.

2.11.3. The Bid Bond of the Selected Bidder shall be returned on submission of the Contract Performance Guarantee as per Clause 2.12 and the relevant provisions of the Transmission Service Agreement.

2.11.4. The Bid Bond of all the Bidders, whose Bids are declared non-responsive, shall be returned within a period of thirty (30) days after the date on which the Financial Bids are opened.

2.11.5. The Bid Bond of all unsuccessful Bidders shall be returned and released by the BPC on the same day on which the **(NES DHARASHIV TRANSMISSION LIMITED)** is transferred to the Selected Bidder. The Bid Bond of the Successful Bidder shall be returned on submission of Contract Performance Guarantee as per Clause 2.12 of this RFP and the provisions of the Transmission Service Agreement.

2.12. Contract Performance Guarantee

2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Nodal Agency the Contract Performance Guarantee for an amount of **Rs. 27.85 Crore (Rupees Twenty Seven Crore and Eighty-five lakh Only).** The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.

2.12.2. In case the Selected Bidder is unable to obtain the Contract Performance Guarantee for the total amount from any one bank specified in Annexure-17, the Selected Bidder may obtain the

same from not more than three (3) banks specified in Annexure-17.

2.13. Opening of Bids

2.13.1. Technical Bid will be opened by the Bid Opening Committee as per the following time schedule and in the office of Chief Engineer, Maharashtra STU, in the online presence of Bidders' representatives who wish to attend:

Opening of Envelope (Technical Bid): 1530 hours (IST) on 01/08/2025 or such other dates as may be intimated by BPC to the Bidders.

In the event of any of above dates falling on a day which is not a working day or which is a public holiday, then the bids shall be opened on the next working day at the same venue and time.

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1530 hours (IST) on 01/08/2025 in the office of Chief Engineer, Maharashtra STU, Mumbai.

2.13.2. The following information from each Bid will be read out to all the Bidders at the time of opening of Technical Bid:

- Name of the Bidding Company / Consortium Members in case of Bidding Consortium.

Information to be provided after opening of Initial Offer:

Only the lowest Initial Offer (s) shall be communicated to all the Qualified Bidders to participate in the e-reverse bidding process. During the e-reverse bidding process only the lowest prevailing bid should be visible to all the bidders on the electronic platform.

2.14. Enquiries

Written clarifications on the RFP and other RFP Project Documents as per Clause 2.3 and 2.4 may be sought from:

General Manager
PFC Consulting Limited
9th Floor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001
Tel. + 91 11 23443912
Fax + 91 11 23443990
Email: pfccl.itp@pfcindia.com

2.15. Other Aspects

2.15.1. The draft of the Transmission Service Agreement has been attached to this RFP. In addition to above, the following documents have also been attached to this RFP:

a) Share Purchase Agreement

When the drafts of the above RFP Project Documents are provided by the BPC, these RFP Project Documents shall form part of this RFP as per Formats – 1 & 2 of Annexure 20.

Upon finalization of the RFP Project Documents after incorporating the amendments envisaged in Clause 2.4 of this RFP, all the finalized RFP Project Documents shall be provided by BPC to the Bidders at least fifteen (15) days prior to the Bid Deadline.

The Transmission Service Agreement and Share Purchase Agreement shall be signed in required number of originals so as to ensure that one (1) original is retained by each party to the Agreement(s) on the date of transfer of SPV.

2.15.2. Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall:

a) provide the Contract Performance Guarantee in favour of the Nodal Agency as per the provisions of Clause 2.12;

b) execute the Share Purchase Agreement and the Transmission Service Agreement;

c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of **(NES DHARASHIV TRANSMISSION LIMITED)** from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding of (**NES DHARASHIV TRANSMISSION LIMITED)**, along with all its related assets and liabilities;

Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of **(NES DHARASHIV TRANSMISSION LIMITED)**, along with all its related assets and liabilities, shall also be borne by the Selected Bidder.

Provided further that, if for any reason attributable to the BPC, the above activities are not completed by the Selected Bidder within the above period of ten (10) days as mentioned in this Clause, such period of ten (10) days shall be extended, on a day for day basis till the end of the Bid validity period.

2.15.3. After the date of acquisition of the equity shareholding of **(NES DHARASHIV TRANSMISSION LIMITED)**, along with all its related assets and liabilities, by the Selected Bidder,

i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Long Term Transmission System User,

ii. all rights and obligations of **(NES DHARASHIV TRANSMISSION LIMITED)**, shall be of the TSP,

iii. any decisions taken by the BPC prior to the Effective Date shall continue to be binding on the Long Term Transmission System User and

i. contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP.

ii. Further, the TSP shall execute the Agreement(s) required, if any, under Maharashtra Electricity Regulatory Commission (Sharing of Intra-State Transmission Charges and Losses) Regulations as amended from time to time.

2.15.4. Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the State Commission for grant of Transmission License and make an application to the State Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003.

2.15.5. If the Selected Bidder / TSP fails or refuses to comply with any of its obligations under Clauses 2.15.2, 2.15.3 and 2.15.4, and provided that the other parties are willing to execute the Share Purchase Agreement and PFC Consulting Limited is willing to sell the entire equity shareholding of **(NES DHARASHIV TRANSMISSION LIMITED)**, along with all its related assets and liabilities, to the Selected Bidder, such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the BPC / its authorized representative(s) shall be entitled to invoke the Bid Bond of the Selected Bidder.

2.15.6. If the TSP fails to obtain the Transmission License from the State Commission, it will constitute sufficient grounds for annulment of award of the Project.

2.15.7. The annulment of award, as provided in Clauses 2.15.5 and 2.15.6 of this RFP, will be done by the State Government on the recommendations of Empowered Committee However, before recommending so, Empowered Committee will give an opportunity to the Selected Bidder / TSP to present their view point.

2.15.8. The annulment of the award, under Clause 2.15.5 or 2.15.6 of this RFP, shall be sufficient grounds for blacklisting the bidder, whose award has been annulled, for a period of five years or more, as decided by the Empowered Committee, provided that the blacklisting shall be done only after giving the bidder an opportunity for showing cause.

2.16. Confidentiality

2.16.1. The parties undertake to hold in confidence this RFP 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;

c) disclosures required under Law, without the prior written consent of the other parties of the concerned agreements.

Provided that the TSP agrees and acknowledges that the Long Term Transmission System User may at any time, disclose the terms and conditions of the RFP and RFP Project

Documents to any person, to the extent stipulated under the Law or the Bidding Guidelines.

2.17. Right of the BPC to reject any Bid

BPC reserves the right to reject all or any of the Bids/ or cancel the RFP without assigning any reasons whatsoever and without any liability.

2.18 Non submission and/or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of BPC of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.

2.19 Fraudulent and Corrupt Practices

2.19.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the LoI Notwithstanding anything to the contrary contained herein, or in the LoI, the BPC shall reject a Bid, withdraw the LoI, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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 BPC shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the BPC hereunder or otherwise.

2.19.2 Without prejudice to the rights of the BPC under Clause 2.19.1 hereinabove and the rights and remedies which the BPC may have under the LoI, if a Bidder is found by the BPC 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 the LoI, such Bidder & 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 Bidder is found by the BPC 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.

2.19.3 For the purposes of this Clause 2.19, 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 Transmission Service Agreement 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 Transmission Service Agreement, as the case may be, any

person in respect of any matter relating to the Project or the LoI or the Transmission Service Agreement, 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.

SECTION - 3

EVALUATION OF THE TECHNICAL AND FINANCIAL BID

SECTION 3

3. EVALUATION OF BID

3.1. The evaluation process of Technical Bid comprises the following five steps:

Step I – Responsiveness check
Step II- Compliance with submission requirements
Step III– Evaluation of Technical Bids
Step IV– Evaluation of Financial Bids
Step V – Bidder Selection

3.2. STEP I – Responsiveness check

The Technical Bid submitted by the Bidder shall be initially scrutinized to establish "Responsiveness". Subject to clause 2.5.6 (k), any of the following conditions shall cause the Technical Bid to be "Non-responsive":

a) Technical Bid that are incomplete.

b) Technical Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP.

c) All pages of the Technical Bid submitted but not initialed by the authorized signatories on behalf of the Bidder.

d) Technical Bid not including the covering letter as per Annexure 1.

e) Technical Bid submitted by a Bidding Consortium not including the Consortium Agreement.

f) Technical Bid contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.

g) Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium.

h) More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.

i) Information not submitted in formats specified in the RFP.

j) Applicable Board resolutions, or any other document, as provided in Clause 2.5.2, not being submitted;

k) Bid not accompanied by a valid Bid Bond or Bid Security Declaration, as applicable;

l) Non submission of power of attorney, supported by a Board resolution;

m) Bid validity being less than that required as per Clause 2.8 of this RFP;

n) Bid not containing Format-1 (Bidders' Undertakings) of Annexure-8;

o) Bidder having Conflict of Interest

p) The Bidder has not submitted a disclosure as per Annexure 13.

q) Bidders delaying in submission of additional information or clarifications sought by the BPC.

r) If the Bidder makes any misrepresentation as specified in Clause 3.7.

s) Bid being conditional in nature.

t) More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.

3.3. STEP II - Compliance with submission requirements

Each Bidder's Technical Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Technical Bid is taken up. Annexure 16 and Annexure 11A shall be used to check whether each Bidder meets the stipulated requirements.

3.4. STEP III -Evaluation of Technical Bid

Evaluation of Technical Bid will be carried out considering the information and documents furnished by the Bidders as required under this RFP. This step would involve technical and financial evaluation of the details/ documents furnished by the Bidding Company / Bidding Consortium in support of meeting the Qualification Requirements

3.4.1. Interpolation of financial data.

For the Qualification Requirements data provided by the Bidders in foreign currency, equivalent rupees of Networth will be calculated using bills selling exchange rates (card rate) USD/INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by their Banker.

For the purpose of calculating the aggregate capital expenditure/construction experience of the projects completed/ commissioned where such projects are executed outside India and capital expenditure is denominated in foreign currency, bills selling exchange rates (card rate) USD/INR of State Bank of India prevailing on the date of closing of the financial year in which the projects were completed and as certified by their Banker shall be considered.

For the projects executed in the current financial year bills selling (card rate) USD/INR of State Bank of India prevailing on seven (7) days prior to the last date of submission of Technical Bid and as certified by their Banker shall be considered.

For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their Banker prevailing on the relevant date and used for such conversion. Such Bidders shall submit necessary certification from their Banker for the exchange rate used in the conversation.

If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account.

3.4.2. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clauses 3.2 to 3.4 shall be declared as Qualified Bidders and eligible for opening of Initial Offer.

3.4.3. The BPC shall upload the list of all Qualified Bidders and Non-Qualified Bidders on the bidding portal along with the reasons for non-qualification.

3.5. STEP IV - Evaluation of Financial Bids

3.5.1. The Bids which have been found Qualified by the BPC, based on the Steps I to III as specified above in Clauses 3.2.to 3.4, shall be opened and Quoted Transmission Charges of such Initial Offer shall be ranked on the basis of the ascending Initial Offer submitted by each Qualified Bidder.

Based on such ranking of the Qualified Bidders, in the first fifty per cent of the ranking (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, shall qualify for participating in the electronic reverse auction.

Provided however, in case only one Bidder remains after the Evaluation of Technical Bid (Steps 1 to III) as per Clause 3.2 to 3.4, the Initial Offer of such Bidder shall not be opened and the matter shall be referred to the Government.

Provided that in the event the number of Qualified Bidders is between two and four, then each of the responsive Bidder shall be considered as Qualified Bidders.

Provided that in the event of identical Quoted Transmission Charges discovered from the Initial Offer having been submitted by one or more Bidders, all such Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders. In such cases, all Qualified Bidders who shares the same rank till 50% of the rank (with any faction rounded off to higher integer) determined above, shall qualify to participate in the electronic reverse auction stage. In case 50% of the rank is having less than four (4) Bidders and the rank of the fourth (4^{th}) Bidder is shared by more than one Bidder, then all such all such Bidders who share the rank of the fourth Bidder shall qualify to participate in the electronic reverse auction.

3.5.2. The Financial Bids comprising of both Initial Offer and Final Offer submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.5.3 of this RFP. Any Bid not meeting any of the requirements as per Clause 2.5.3 of this RFP may cause the Bid to be considered "Non-responsive", at the sole decision of the BPC. Financial Bid not in conformity with the requirement of SI. No. (c) of Clause 2.5.3 of this RFP shall be rejected.

3.5.3. 3.5.3 The Bidders shall quote the single annual Quoted Transmission Charges as specified in the format at Annexure – 21.

3.6. STEP V - Bidder Selection

3.6.1. The prevailing lowest Quoted Transmission Charges discovered from Final Offers shall only be displayed during the e-reverse bidding and the Bidder quoting such Final Offer will always remain

anonymous during the e-reverse bidding. The Bidder with the prevailing lowest Quoted Transmission Charges discovered from Final Offers at the close of the scheduled or extended period of e-reverse bidding as mentioned in clause 2.5 shall be declared as the Successful Bidder, subject to verification of the original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14. The Letter of Intent shall be issued to such Successful Bidder in two (2) copies.

However, if no bid is received during the e-reverse bidding stage then the Bidder with lowest quoted initial transmission charges ("Initial Offer") during e-bidding stage shall be declared as the Successful Bidder, subject to verification of the original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14. The Letter of Intent shall be issued to such Successful Bidder in two (2) copies.

In case, there is a discrepancy between the online submission and physical documents, the bid would be out rightly rejected and the bidder shall be construed to have engaged in the fraudulent practice as defined in Clause 2.19.3 with consequences as mentioned in Clause 2.19.2. Further, in such a case, the provisions of Clause 2.5.6 (j) shall apply.

3.6.2. The Selected Bidder shall unconditionally accept the LoI, and record on one (1) copy of the LoI, "Accepted unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to the BPC within seven (7) days of issue of LoI.

3.6.3. If the Successful Bidder, to whom the Letter of Intent has been issued, does not fulfill any of the conditions specified in Clauses 2.15.2, 2.15.3 and Clause 2.15.4, then subject to Clause 2.15.5, the BPC reserves the right to annul the award of the Project and cancel the Letter of Intent. Further, in such a case, the provisions of Clause 2.5.6 (j) shall apply.

3.6.4. The BPC, in its own discretion, has the right to reject all Bids if the Quoted Transmission Charges are not aligned to the prevailing prices.

3.7. Misrepresentation by the Bidder

If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the Technical Bid or Bid, as the case may be, in any manner whatsoever, in order to create circumstances for the acceptance of its Technical Bid/Bid, the BPC reserves the right to reject such Technical Bid/Bid, and/ or cancel the Letter of Intent, if issued. Further, in case Letter of Intent is cancelled, consequences as per provisions of the RFP shall follow.

3.8. Disposition of Technical Bid

3.8.1. Technical Bid found to be Non-responsive as per Clause **3.2,** due to any of the following conditions, shall be liable for rejection.

- Technical Bid that is incomplete.
- Technical Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP.

- All pages of the Technical Bid submitted but not initialed by the authorized signatories on behalf of the Bidder.
- Technical Bid not including the covering letter as per Annexure 1.
- Technical Bid contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
- Information not submitted in formats specified in the RFP.
- The Bidder has not submitted a disclosure as per Annexure 13**.**
- Bidders delaying in submission of additional information or clarifications sought by the BPC.

3.8.2. Technical Bid found to be Non-responsive as per Clause **3.2,** due to any of the following conditions, shall be rejected.

- Technical Bid not received by the scheduled date and time.
- Technical Bid submitted by a Bidding Consortium not including the Consortium Agreement.
- Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium.
- More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- Technical Bid having Conflict of Interest.
- If the Bidder makes any misrepresentation as specified in Clause **3.7.**

3.9. BPC reserves the right to interpret the Bid in accordance with the provisions of this RFP document and make its own judgment regarding the interpretation of the same. In this regard, BPC shall have no liability towards any Bidder and no Bidder shall have any recourse to BPC with respect to the qualification process.

BPC shall evaluate Bid using the process specified in Clause 3.1 to 3.6, at its sole discretion. BPC's decision in this regard shall be final and binding.

SECTION - 4

ANNEXURES FOR BID

SECTION – 4

I. Formats for Bid

The following formats are required to be included in the Bidder's Technical and Financial Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 2.1 of Section – 2.

Technical Bid

1. Format for the Covering Letter
2. Format for Letter of Consent from Consortium Members
3. Format for evidence of authorized signatory's authority (Power of Attorney)
4. Format for Power of Attorney from to be provided by each of the other Members of the Consortium in favor of the Lead Member
5. Format for Bidder's composition and ownership structure and Format for Authorization
6. Format for Consortium Agreement
7. Formats for Qualification Requirement
8. Format of Bidders Undertaking and details of Equity Investment
9. Authorization from Parent/Affiliate of Bidding Company/Member of Bidding Consortium whose technical/financial capability has been used by the Bidding Company/Member of Bidding Consortium.
10. Undertaking from the Technically / Financially Evaluated Entity(ies) or from Ultimate Parent Company for equity investment
11. Format of Board Resolutions
12. Format for Illustration of Affiliates
13. Format for Disclosure
14. Format for Bid Bond
15. Format for Contract Performance Guarantee
16. Checklist for Technical Bid submission requirements
22. Format for Affidavit

In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.

Financial Bid

21. Format for Financial Bid

II. The following formats are for the information to the Bidders to enable them to submit their Bid.

11A. Illustration For Applicable Board Resolution Requirements Under Clause 2.5.2
17. List of Banks

18. GRID Map of the Project
19. Format for clarification/amendments on the RFP/RFP Project Documents
20. Formats for RFP Project Documents

Formats for RFP Project Documents

23. List of Long Term Transmission System Users

Bidder may use additional sheets to submit the information for its detailed Bid.

ANNEXURE 1 - COVERING LETTER

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Consortium)

Date: ……
From: ……
……
……
Tel. No.: ……..
Fax No.: ……..
E-mail address: ……..

To,
PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" through tariff based competitive bidding process.

1. Being duly authorized to present and act on behalf of M/s ……. (insert name of Bidding Company / Bidding Consortium) (hereinafter called the "Bidder") and having read and examined in detail the Request for Proposal (RFP) document, the undersigned hereby submit our Technical Bid with duly signed formats and Financial Bid (Initial Offer) as stipulated in RFP document for your consideration.

2. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP document and subsequent clarifications/amendments as per Clause 2.3 and 2.4 of RFP.

3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

4. We hereby agree and undertake 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. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.

   We hereby also agree and undertake 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, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated

23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India.

5. We hereby agree to comply with Ministry of Power order no. 25-11/6/2018 – PG dated 02.07.2020 as amended from time to time.

6. We are herewith submitting legally binding board resolution for the total equity requirement of the Project.

7. We hereby confirm that in accordance with Clause 2.1.4 of the RFP, we are herewith submitting legally binding undertaking supported by a board resolution from the ……..(Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) that all the equity investment obligations of …….. (Insert name of the Bidding Company) shall be deemed to be equity investment obligations of the …… (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) and in the event of any default by…….. (Insert name of the Bidding Company), the same shall be met by …….. (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be).

   [Sl. No 7 to be inserted only in case the Bidder is a Bidding Company / Lead Member of a Consortium and has sought qualification on the basis of technical and financial capability of its Affiliate(s) and/or its Parent]

8. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to the Project.

9. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the Transmission Service Agreement. Further, in case we emerge as Selected Bidder for the Project, we shall continue to maintain compliance with Qualification Requirements till the COD of the Project.

10. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to build, own, operate and transfer the said Project and to prepare this Bid.

11. We hereby confirm that we shall abide unreservedly with BPC's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the BPC's decision or its right to make such decision at any time in the future.

12. We confirm that the Bid shall remain valid for a period of one eighty (180) days from the Bid Deadline.

13. The details of contact person are furnished as under:
    Name: ……
    Designation: ……

Name of the Company: ……
Address of the Bidder: ……
Phone Nos.: ……
Fax Nos.: ……
E-mail address: ……

14. Bid Bond

We have enclosed a Bid Bond of Rupees …… Crores (Rs. ……) only or US$ ..... (…….US Dollars), in the form of bank guarantee no……[Insert number of the Bank Guarantee] dated……[Insert Date of the Bank Guarantee] as per your proforma (Annexure-14) from……[Insert name of bank providing Bid Bond] and valid up to ……in terms of Clause 2.11 of the RFP.

15. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the BPC on any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

16. Familiarity With Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Project Documents (other than TSA), in the event of our selection as the TSP. We further undertake and agree that all such factors as mentioned in Clause 2.5.7 of RFP have been fully examined and considered while submitting the Bid.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from BPC.

The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated at Clause 2.5.1, of this RFP.

Thanking you,

Yours sincerely,

…….
(Name and Signature of the authorized signatory in whose name Power of Attorney/ Board Resolution as per Clause 2.5.2 is issued)

Name: ……
Designation: ……
Address: ……

Date: ……
Place: ……

Company Rubber Stamp

ANNEXURE 2 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS

(On the letter head of each Member of the Consortium including Lead Member)

Date: ……
From: ……
……
……
Tel. No.: ……
Fax No.: ……
E-mail address: ……..

To,
PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: **Bid for selection of Bidder as Transmission Service Provider to establish Intra -State Transmission System for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" through tariff based competitive bidding process.**

We, the undersigned Member of …… (Insert name of the Bidding Consortium) have read, examined and understood the RFP document for the short-listing of Bidders as prospective TSP to establish **Intra** -State Transmission System for "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"** through tariff based competitive bidding process. We hereby confirm our concurrence with the Bid including in particular the Consortium Agreement submitted by …… (Insert name of the Lead Member) in response to the RFP document.

We hereby confirm our commitment to participate in the said Bidding Consortium and invest ……. % of the total equity requirement for the Project as per the terms of the Consortium Agreement dated …… and board resolution for such investment commitment is enclosed herewith.

We hereby confirm that in accordance with Clause 2.1.4 of the RFP, we are enclosing legally binding undertaking supported by a board resolution from the ……. (Insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) that all the equity investment obligations of ……. (Insert name of the Member) shall be deemed to be equity investment obligations of the …… (Insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) and in the event of any default by……. (Insert name of the Member), the same shall be met by……. (Insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be). [Insert if applicable]

[To be inserted by the Lead Member only] We are also enclosing legally binding board resolution for the total equity requirement of the Project in case of any breach of any of the equity investment commitment by any of the Consortium Members, in line with the provisions of the Consortium Agreement dated ……. [Bidder to insert date of Consortium Agreement].

The details of contact person are furnished as under:

Name: …….
Designation: …….
Name of the Company: …….
Address: …….
Phone Nos.: …….
Fax Nos.: …….
E-mail address: …….

Dated the ……. day of ……. of 20…

Thanking you,

Yours faithfully,

……
(Signature)

Name: …….
Designation: …….

(Signature, Name, Designation of Authorized Signatory of Consortium Member and Company's Seal)

ANNEXURE 3 - FORMAT FOR EVIDENCE OF AUTHORIZED SIGNATORY'S AUTHORITY (POWER OF ATTORNEY)

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

Know all men by these presents, We ……(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms……(name and residential address) who is presently employed with us and holding the position of …….. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"** through tariff based competitive bidding process in the country of India, including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RFP and signing of the Share Purchase Agreement by all the parties thereto.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

For ……. [Insert name of the Bidder on whose behalf PoA is executed]

……..
(Signature)

Name: …….
Designation: …….

Accepted

……
(Signature of the Attorney)

Name: …….
Designation: ……..
Address: .....
.....

(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant

……
(Signature of the Executant)

……..
(Signature of Notary Public)

Place: ……
Date: ……

Notes:

1) To be executed by Bidding Company or the Lead Member, in the case of a Bidding Consortium, as the case maybe.

2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

4) In case of foreign Bidders, refer to clause 2.5.6 (p)

ANNEXURE 4 - FORMAT FOR POWER OF ATTORNEY TO BE PROVIDED BY EACH OF THE OTHER MEMBERS OF THE CONSORTIUM IN FAVOUR OF THE LEAD MEMBER

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

KNOW ALL MEN BY THESE PRESENTS THAT M/s……., having its registered office at ……., …..,…..and M/s ……. having its registered office at ……. , (Insert names and registered offices of all Members of the Consortium), the Members of Consortium, have formed a Bidding Consortium named ……. (insert name of the Consortium) (hereinafter called the **"Consortium"**) vide Consortium Agreement dated…….. and having agreed to appoint M/s…… as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s……..a company incorporated under the laws of ……and having its Registered / Head Office at …….as our duly constituted lawful Attorney (hereinafter called as **"Lead Member"**) which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid for the Project, including signing and submission of the Bid and all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information / responses to the BPC, representing us and the Consortium in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project, till completion of the bidding process in accordance with the RFP and signing of the Share Purchase Agreement by all the parties thereto.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of all RFP Project Documents.

We, as the Member of the Consortium, agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

IN WITNESS WHEREOF M/s ……., as the Member of the Consortium have executed these presents on this……. day of .....

For and on behalf of
Consortium Member

……
(Signature of the Authorized Signatory)

Name: ……
Designation: .....
Place: ……
Date: ……..

Name: ……
Designation: .....
Place: ……
Date: ……..

Accepted
Specimen signatures of attorney attested

…….
(Signature)

……

……
(Signature of Notary Public) ……
(Name, Designation and Address of the Attorney)

Place: ……
Date: …….

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

2. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

3. In case of foreign Bidders, refer to clause 2.5.6 (p)

ANNEXURE 5 - FORMAT FOR BIDDER'S COMPOSITION AND OWNERSHIP STRUCTURE

1. Corporate Details:

Please provide the following information for the Bidder. If the Bidder is a Consortium, please provide this information for each Member including the Lead Member:

a. Company's Name, Address, and Nationality:

Name: ……

Address: ……
……
……

Website Address: ……..

Country of Origin: ……

b. Year Organized: ……..

c. Company's Business Activities: ……
.....

d. Status as a Bidder:

i. Bidding Company
ii. Lead Member of the Bidding Consortium
iii. Member of the Bidding Consortium

Note: tick the applicable serial number

e. Company's Local Address in India (if applicable):

……
……
……

f. Name of the Authorized Signatory: .....

g. Telephone Number: …….

h. Email Address: …….

i. Telefax Number: …….

j. Please provide the following documents:

i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the Company Secretary as **Attachment**

1 for Bidding Company / each Member of Bidding Consortium including Lead Member.

ii. Authority letter (as per format for authorization given below) in favour of BPC from the Bidder/every Member of the Consortium authorizing BPC to seek reference from their respective bankers & others as **Attachment 2** as per Clause 2.1.6 of the RFP.

2. Details of Ownership Structure:

Equity holding of Bidding Company/ each Member of Bidding Consortium including Lead Member owning 10% or more of total paid up equity.

Name of the Bidding Company / Consortium Member: …….
Status of equity holding as on ……

Name of the Equity Holder	Type and No. of Shares owned	Extent of Voting Control (%)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
….		

Notes:

1. The above table is to be filled in separately for each Consortium Member.
2. Status of equity holding should be provided not earlier than thirty (30) days prior to Bid Deadline.

For and on behalf of Bidding Company / Lead Member of the Bidding Consortium
M/s…….

……..
(Signature of authorized representative)
Name: ……..
Designation: ……

……..
(Stamp)

Date: ……
Place: ……

FORMAT FOR AUTHORISATION

(In case of Bidding Consortium, to be given separately by each Member)
(On Non – judicial stamp paper duly attested by notary public. Foreign companies submitting bids are required to follow the applicable law in their country)

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by **PFC Consulting Limited** to verify our Bid for selection of Bidder as Transmission Service Provider to establish Intra -State Transmission system for "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"** through tariff based competitive bidding process or regarding our project development experience, financial standing and general reputation.

For and on behalf of M/s……. (Insert Name of Bidding Company or Member of the Consortium)

.....
(Signature)

Name of Authorized Signatory: …….

(Signature and Name of the authorized signatory of the Company)

Place: ……
Date: ……

……..
(Company rubber stamp/seal)

…….
(Signature of Notary Public)

Place: ……
Date: ……

ANNEXURE 6 - FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting bids are required to follow the applicable law in their country)

THIS CONSORTIUM AGREEMENT executed on this..... day of .....Two thousand.....between M/s....., a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid, acquisition of **(NES DHARASHIV TRANSMISSION LIMITED)** (in case of award) and entering into other Agreement(s) as specified in the RFP (hereinafter referred to as "Agreements") as may be entered into with the Long Term Transmission System User.

WHEREAS, the BPC had invited Bid in response to RFP issued to ..... (insert the name of purchaser of RFP) for selection of the bidder as the Transmission Service Provider to establish Intra -State Transmission System for **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"**.

AND WHEREAS, Clause 2.2.4 of the RFP document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RFP document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

AND WHEREAS, Clause 2.2.4 of the RFP document also stipulates that the Bidding Consortium shall provide along with the Bid, a Consortium Agreement as per prescribed format whereby the Consortium Members undertake to be liable for raising the required funds for its respective equity investment commitment as specified in Consortium Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the selected bidder by the BPC, we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of ....., ..., ..., ... (the names of all the other Members of the Consortium to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members.

3. Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own equity contribution as well as the equity contribution of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.

5. Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital of the project company" shall be in the following proportion: (if applicable)

Name	Percentage of equity holding in the Project
Party 1	……..
……..	……..
Party n	……..
Total	**100%**

[**Note:** The percentage equity holding for any Consortium Member in the Project cannot be zero in the above table]

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilizing debt resources for the Project and achieving financial closure.

7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.

10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as **Appendix-I,** forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.

11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.

12. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at **Delhi** alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

13. It is hereby agreed that, the Lead Member shall furnish the bid bond, as stipulated in the RFP, on behalf of the Consortium Members.

14. It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the TSP in favor of the Nodal Agency , as stipulated in the RFP and Transmission Service Agreement.

15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RFP Project Document and shall remain valid till the execution of the Share Purchase Agreement, unless expressly agreed to the contrary by the Long Term Transmission System User.

16. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the Project.

17. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with the prior written consent of the Long Term Transmission System User.

THIS CONSORTIUM AGREEMENT:

a. has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party,

b. sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;

c. may not be amended or modified except in writing signed by each of the parties and with prior written consent of the Long Term Transmission System User.

IN WITNESS WHEREOF, the parties to the Consortium Agreement have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For and on behalf of Consortium Member 1 (Party 1)
M/s…….

.....
(Signature of authorized signatory)

Name: …….
Designation: .....
Place: ……..
Date: ……

For and on behalf of Consortium Member n (Party n)
M/s…….

.....
(Signature of authorized signatory)

Name: ……
Designation: .....
Place: ……
Date: ……..

Attested:
……..
(Signature)
(Notary Public)

Place: ……
Date: ……

Note: In case of foreign Bidders, refer to clause 2.5.6 (p)

Appendix 1 to the Consortium Agreement:

Name of the Consortium Member	Responsibilities under the Consortium Agreement
M/s …… (Party 1)	
M/s ……	
M/s …… (Party n)	

ANNEXURE 7 A - FORMAT FOR QUALIFICATION REQUIREMENT

A. NET WORTH

To,

PFC Consulting Limited
9th Floor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra -State Transmission System for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" through tariff based competitive bidding process

1. [Note: Applicable in case of Bidding Company]

We certify that the Financially Evaluated Entity(ies) had a Networth of Rs. …… Crore or equivalent USD* computed as per instructions in this RFP based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Networth of any of the last three (3) financial years is not negative.

Name of Financially Evaluated Entity(ies)	Relationship with Bidding Company**	Financial Year	Networth (Rs. Crore)
1. ……..			
2. ……..			
3. ……..			
….			
Total Networth			

*Equivalent USD shall be calculated as per provisions of Clause 3.4.1.
** The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

2. [Note: Applicable in case of Bidding Consortium]

We certify that the Financially Evaluated Entity(ies) had a minimum Networth of Rs. …….. Crore or equivalent USD* computed as per instructions in the RFP and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Networth of any of the last three (3) financial years is not negative.

Name of Consortium Member	Equity Commitment in the Project (%)	Networth of Member (Rs. Crore)	Networth Requirement to be met by Member in proportion to the Equity Commitment (Rs. Crore)	Whether the Member meets the Networth Requirement
(1)	(2)	(3) (As per table below)	(4)= (2 x Total Networth requirement for the Project)	(5)
1. ……				Yes / No
2. ……				Yes / No
..				Yes / No
Total Networth for financial requirement				

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors]

i. Name of Member: .....

ii. Total Networth requirement: Rs …… Crore

iii. Percentage of equity commitment for the Project by the Member: ……%

iv. Networth requirement for the Member***: Rs. ……. Crore

v. Financial year considered for the Member: …….

Name of Financially Evaluated Entity(ies)	Relationship** with Member of Consortium	Financial Year	Networth (Rs. Crore)
1. …….			
2. …….			
3. …….			
Total Networth			

* Equivalent USD shall be calculated as per provisions of Clause 3.4.1;

** The column for "Relationship with Member of Consortium" is to be filled in only in case the financial capability of Parent / Affiliate has been used for meeting Qualification Requirements;

*** Networth requirement to be met by Member should be in proportion to the equity commitment of the Member for the Project.

Yours faithfully

……
(Signature and name of the authorized signatory of the Company and Stamp)

Name: …….
Date: …….
Place: …….

……
(Signature and Stamp of statutory Auditors of Bidding Company / each Member of Consortium)

Name: …….
Date: …….
Place: …….

Date: …….

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of Networth of last three (3) financial years duly certified by Statutory Auditor.

2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

3. In case Bidder or a Member of Consortium takes recourse to its Parent/Affiliate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Affiliate.

ANNEXURE 7B - FORMAT FOR TECHNICAL REQUIREMENT

To,
PFC Consulting Limited
9th Floor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra -State Transmission System for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" through tariff based competitive bidding process

1. To be used by Bidder using the development experience in infrastructure sector

We certify that M/s. …….. (Insert name of Technically Evaluated Entity(ies)) have experience of development of projects in the Infrastructure sector in the last five (5) years whose aggregate capital expenditure is Rs. 557.00 Crore or equivalent USD*. We further certify that the capital expenditure of any single project considered for meeting the technical Qualification Requirement is not less than Rs. 111.40 Crore or equivalent USD*. For this purpose, capital expenditure incurred on projects which have been either wholly completed / commissioned or partly completed projects put under commercial operation and for which operation has commenced till at least seven (7) days prior to the Bid Deadline has been considered.

The project(s) considered for the purpose of technical experience (as per table given below) have been executed and owned to the extent as indicated in the table below (to be atleast twenty – six percent (26%)) by the Bidding Company / Lead Member of the Consortium / our Parent / our Affiliate(s) [strike off whichever is not applicable] on operation of the projects.

This technical requirement has been calculated as per the instructions provided in the RFP on the basis of following projects:

Name of Company (which has executed the project at (3)) whose technical capability has been used for Qualification Requirement	Relationship** with Bidding Company / Lead Member	Project name	Nature of Project (BOOT, BOT, BOOM, DBFOT etc.)	Relevant Infrastructure sector	Date of Financial Closure of the Project (in DD / MM / YYYY)	Date of Completion / Commissioning / Commercial Operation of partly completed projects	Project cost (Rs. Crore)	Percentage Equity Holding of Company at (1) in Completed project(s)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
……		……. (Project 1)						
……		…….						
Total (Rs. Crore)								

* Equivalent USD shall be calculated as per provisions of Clause ____

** The column for "Relationship with Bidding Company / Lead Member" is to be filled in only in case technical capability of Parent/Affiliate has been used for meeting Qualification Requirements.

We further certify that the Company(ies) as indicated in column (1) of the above table, whose technical capability has / have been used for meeting the qualification requirement, has / have held shareholding respectively of atleast twenty – six percent (26%)from the date of financial closure till the date of commissioning / completion of the above project(s).

2. To be used by Bidder using construction experience in infrastructure sector.

We certify that M/s. …….. (Insert name of Technically Evaluated Entity(ies)) have received aggregate payments not less than Rs. ……. Crore or equivalent USD (calculated as per provisions in Clause 3.4.1) from its client(s) for construction works fully completed during the last 5(five) financial years. We further certify that the payment received from each project shall not be less than Rs. ……. Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). For this purpose, payments received on projects that have been commissioned/completed at least seven (7) days prior to the Bid Deadline shall be considered. Further only the payments (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the technical capacity.

We also confirm that construction works does not include cost of land supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project.

This technical requirement has been calculated as per the instructions provided in the RFP on the basis of following projects:

Name of Compan (which has executed the project at (3)) whose technical capability has been used for Qualification Requirement	**Relationship** with Bidding Company / Lead Member**	**Project name**	**Nature of Project (EPC, Turnkey etc)**	**Relevant Infrastructure sector**	**Date of awar of contract (i dd/mm/yy)**	**Date of Completion / Commissioning**	**Payment received (Rs. Crore)**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
……		……. Project 1					
……		…….					
……		…….					
	Total (Rs. Crore)						

Yours faithfully

……..

(Signature and name of the authorized signatory of the Company and stamp)

Name: ……..
Date: ……..
Place: ……..

……

(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)

Name: ……..
Date: ……..
Place: ……..

Date: ……

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of capital expenditure of projects duly certified by Statutory Auditor of the project company. In addition, the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed 7 days prior to Bid Deadline has been capitalized in the books of accounts.

   Additionally, in case construction experience is used, a certificate(s) from the statutory auditors stating the payments received and the concerned client(s) stating the works commissioned during the past 5 years in respect of the projects specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client.

2. In case the accounts for the financial year in which the project claimed for meeting qualification requirement has been commissioned are not audited, the Bidder shall give declaration in this regard duly certified by its statutory auditor. In such a case, Bidder shall provide details of computation of capital expenditure of such project(s) duly certified by Statutory Auditor of the project company and the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed shall be capitalized in the books of accounts upon finalization.

3. The unconsolidated audited annual accounts of both the TEE and the Bidding Company / Lead Member for the respective financial years (financial years in which financial closure was achieved to the financial year in which the said project was completed / commissioned) should be submitted.

ANNEXURE 7C - FORMAT FOR TECHNICAL & FINANCIAL REQUIREMENT – RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

[To be filled by Bidding Company / each Member of the Bidding Consortium including Lead Member if credentials of Parent and / or Affiliates have been used by them]

To,
PFC Consulting Limited
9th Floor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra -State Transmission System for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" through tariff based competitive bidding process

We certify that M/s. ……. (insert name of the **Bidding Company / Consortium Members**) have considered the technical and financial capability of its Parent and / or Affiliates, for the purpose of meeting Qualification Requirements as per the instructions provided in the RFP. The name of Parent and / or Affiliate, nature of relationship(s) with such Parent and / or Affiliate and details of equity holding are as follows:

Name of Company whose credentials considered	Type of credentials considered (technical and / or financial)	Relationship with Bidding Company / Consortium Member (Parent / Affiliate)	Details of equity shareholding (refer notes below)
Company 1			
…….			
…….			
…….			
……..			

NOTES:

i. In case of Parent, the equity holding of the Parent in the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, need to be specified.

ii. In case of Affiliate under direct control of Bidder, the equity holding of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium in the Affiliate, needs to be specified.

iii. In case of Affiliate under common control of Parent, the equity holding of the Parent in the Affiliate of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.

iv. Relationship of Parent / Affiliate with Bidding Company / Member of Consortium to be at the most seven (7) days prior to the Bid Deadline (as per Clause 2.1.4 of RFP)

Yours faithfully

……
(Signature and name of the authorized signatory of the Company and stamp)

Name: ……
Date: ……
Place: ……

……
(Signature and Stamp of statutory Auditors of Bidding Company / each Member of Bidding Consortium)

Name: ……..
Date: ……..
Place: ……..
Date: ……..

ANNEXURE 7D - ADDITIONAL INFORMATION FOR VERIFICATION OF FINANCIAL AND TECHNICAL CAPABILITIES OF BIDDERS.

……
(Name of Bidder (Bidding Company/ Bidding Consortium or Technically/Financially Evaluate Entity(ies))

(Note: In case of Consortium, details to be filled in by Lead Member for each Member of th Consortium including the Lead Member and in case of the qualification requirements o Technically / Financially Evaluated Entity(ies) being used, to be filled by each of such entity(ies

i. Financial capability (Attachment 1):

1. Bidders shall attach unconsolidated / consolidated audited annual accounts, statements, as the case may be, (refer Clause 2.1.3) for the last three (3) financial years as Attachment 1. Such unconsolidated audited annual accounts shall include a Balance Sheet, Profit and Loss Account, Auditors Report and profit appropriation account.

ii. Technical capability (Attachment 2):

a. This attachment shall include details of projects completed/commissioned or partly completed projects for which commercial operation has commenced to be considered for the purpose of meeting Qualification Requirements.

1. To be used by Bidder using development experience in infrastructure sector

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5
Name(s) of project(s) from Infrastructure sectors					
Location(s) including country(s) where project was set up					
Nature of Project					
Voltage level (if any)					
Capital cost of project(s) Rs. in Crore					
*Status of the project					
% of equity owned in the project(s)					

***Note 1:** Date of completion/commissioning/commercial operation to be mentioned

Note 2: For each project listed in the table, the Bidder shall furnish an executive summary including the following information:

- Project model, i.e., BOO, BOOT, BOOM;

- Debt financing and equity raised and provided by Bidder/Bidder's Parent/Bidder's Affiliate for the project, including names of lenders and investors;
- Size and type of installation;
- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Clearances taken by the Bidder/Bidder's Parent/Bidder's Affiliate including but limited to right-of-way (RoW), forest clearance and other statutory / Govt. clearances.
- Cost data (breakdown of major components)
- Name of EPC and/or other major contractor
- Construction time for the project
- Names, addresses and contact numbers of owners of the projects
- Operating reliability over the past five (5) years or since date of commercial operation
- Operating environmental compliance history
- Names of supervisory entities or consultant, if any
- Date of commercial operation
- Total duration of operation

2. To be used by Bidder using construction experience in infrastructure sector

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5
Name(s) of project(s) from Infrastructure sectors					
Location(s) including country(s) where project was set up					
Nature of Project					
Voltage level (if any)					
Revenue received Rs. in Crore					
*Status of the project					
% of equity owned in the project(s)					

***Note 1:** Date of completion/commissioning/commercial operation to be mentioned

Note 2: For each project listed in the table, the Bidder shall furnish an executive summary including the following information:

- Project model, i.e., EPC, Turnkey;
- Size and type of installation;
- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Cost data (breakdown of major components)

- Name of sub-contractor
- Construction time for the project
- Names, addresses and contact numbers of owners of the projects
- Operating reliability over the past five (5) years or since date of commercial operation
- Operating environmental compliance history
- Names of supervisory entities or consultant, if any
- Date of commercial operation
- Total duration of operation

iii. Attachment-3:

a. For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project and the same shall be certified as true by authorized signatory of the Bidding Company or the Lead Member of Consortium). In case the project listed in Attachment 2 is under BOOT / DBFOT mechanism, the certificates of final acceptance and/or certificates of good operating performance must be issued by the authority / independent engineer of the project as defined in the respective project agreement.

For and on behalf of Bidding Company/Consortium

M/s…….

……
(Signature of authorized signatory)

Name: ……
Designation: ……
Date: ……
Place: ……

ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidders' Undertakings

[On the Letter Head of the Bidding Company/Lead Member of Bidding Consortium]

Date: .....

To,

PFC Consulting Limited
9th Floor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Intra -State transmission system for Project-2- Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District.

We hereby undertake on our own behalf and on behalf of the TSP, that if selected as the Successful Bidder for the Project:

1. The Project shall comply with all the relevant electricity laws, codes, regulations, standards and Prudent Utility Practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreements that may be required to be executed as per law in this regard.

2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.6.1.2 of the RFP and the TSP shall comply with the provisions contained in the Maharashtra Electricity Regulatory Commission Grant of Connectivity, Long-term Access and Medium-term Open Access in intra-state Transmission and related matters Open Access) Regulations, 2009 and as amended from time to time

3. We give our unconditional acceptance to the RFP dated 30/05/2025 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure 21 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.

5. Our Bid is valid up to the period required under Clause 2.8 of the RFP.

6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed with this undertaking.

7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement, to the extent and only in relation to equity lock in and our liability thereof shall get modified to give effect to the provisions of Clause 2.5.8 of this RFP and Article 18.1 of the Transmission Service Agreement. ***(Note:*** *This is applicable only in case of a Bidding Consortium)*

8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

Sl. No.	Name of the Transmission Element	Scheduled COD	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.	**Establishment of 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 300 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. **Future space Provisions:** • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.	24 Months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)			
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)			
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)			
5.	132 kV D/C line from 400/220/132 kV AIS Washi (New) to 132 kV AIS Kalamb (existing)			

Sl. No.	Name of the Transmission Element	Scheduled COD	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
6.	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos			
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East) (Proposed) – 2 Nos.			
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing) – 2 Nos.			
Note- Space shall be provided by existing Utility for (i) 400 kV line bay at AIS Pune(East) (Proposed) (ii) 220 kV line bay at AIS Manjarsumba (existing) (iii) 220 kV line bay at AIS Paranda (existing) (iv) 132 kV line bay at AIS Kalamb (Existing)				

We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of 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: 24 months from the Effective Date

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:

   a. Financial Bid in the prescribed format of Annexure 21 has been submitted duly signed by the authorized signatory.

   b. Financial Bid is unconditional.

   c. Only one Financial Bid has been submitted.

10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of (NES DHARASHIV TRANSMISSION LIMITED), pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.

11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of RFP Project Documents.

12. Power of attorney/ Board resolution as per Clause 2.5.2 is enclosed.

Signature and name of the authorized signatory of the Company and stamp of Bidding Company or Lead member of Consortium

Note:

1. In case of foreign Bidders, refer to clause 2.5.6 (p)

Format 2: Details of equity investment in Project

1.1.a Name of the Bidding Company/ Bidding Consortium:

1.1.b Name of the Lead Member in the case of a Bidding Consortium:

1.2 Investment details of the Bidding Company/Member of the Bidding Consortium investing in **(NES DHARASHIV TRANSMISSION LIMITED)** as per Clause 2.5.8.2.

S. No.	Name of the Bidding Company/ Member in case of a Bidding Consortium	Name of the Company investing in the equity of the NES DHARASHIV TRANSMISSION LIMITED	Relationship with Bidding Company /Member of the Bidding Consortium	% of equity participation in the NES DHARASHIV TRANSMISSION LIMITED
(1)	(2)	(3)	(4)	(5)
TOTAL				100%

* In case the Bidder proposes to invest through its Affiliate(s) / Parent Company / Ultimate Parent Company, the Bidder shall declare shareholding pattern of such Affiliate(s) / Parent Company / Ultimate Parent Company and provide documentary evidence to demonstrate relationship between the Bidder and the Affiliate(s) / Parent Company / Ultimate Parent Company. These documentary evidences could be, but not limited to, demat account statement(s) / Registrar of Companies' (ROC) certification / share registry book, etc duly certified by Company Secretary.

Members of the Consortium or the Bidding Company making investment in the equity of the **(NES DHARASHIV TRANSMISSION LIMITED)** themselves to fill in their own names in the column (3)

Signature and Name of authorized signatory in whose name power of attorney has been issued

Signature of authorized signatory

Name: ……..

Designation: ……..

Date……

Company rubber stamp

ANNEXURE 9 -AUTHORISATION FROM PARENT / AFFILIATE OF BIDDING COMPANY / MEMBER OF BIDDING CONSORTIUM WHOSE TECHNICAL / FINANCIAL CAPABILITY HAS BEEN USED BY THE BIDDING COMPANY / MEMBER OF BIDDING CONSORTIUM.

[On the Letter Head of the Parent /Affiliate]

Name: …….
Full Address: …….
Telephone No.: ……..
E-mail address: ……..
Fax / No.: ……

To
PFC Consulting Limited
9th Floor, Wing-A, Statesman House,
Connaught Place, New Delhi – 110001.

Dear Sir,

Sub: Authorization for use of Technical / Financial Capability of M/s……. (Insert name of Parent / Affiliate) by M/s …….. (Insert name of Bidding Company / Member of Bidding Consortium).

We refer to the RFP dated 30/05/2025 ('RFP') issued by you for selection of Bidder as Transmission Service Provider for establishing the Intra -State Transmission System for **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District".**

We confirm that M/s. ……. (Insert name of Bidding Company/ Consortium Member) has been authorized by us to use our technical and/or financial capability [strikeout whichever is not applicable] for meeting the Qualification Requirements for **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District".**

We have carefully read and examined in detail the RFP including in particular, Clause 2.1.4 of the RFP, and we are also submitting legally binding undertaking supported by a board resolution that all the equity investment obligations of M/s……. (Insert Name of Bidding Company / Consortium Member), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.
For and on behalf of M/s……. (Insert Name of Parent / Affiliate)

……
(Signature and Name of the authorized signatory of the Company and stamp)

Name: ……
Date: ……

Place: …….

Notes:

1. The above undertaking can be furnished by Ultimate Parent of Technically Evaluated Entity or Financially Evaluated Entity, as the case maybe, if legally binding undertaking is also furnished by the Ultimate Parent on behalf of such Financially Evaluated Entity/Technically Evaluated Entity.

ANNEXURE 10- FORMAT OF UNDERTAKING BY TECHNICALLY / FINANCIALLY EVALUATED ENTITY / ULTIMATE PARENT COMPANY

[On the Letter Head of the Technically / Financially Evaluated Entity / Ultimate Parent Company]

Name: ……

Full Address: ……

Telephone No.: ……

E-mail address: ……

Fax/No.: ……..

To:
Chief Executive Officer
PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi – 110001

Sub: **Undertaking for equity investment**

Dear Sir,

We refer to the Request for Proposal ('RFP') dated 30/05/2025 issued by you regarding setting up of Intra -State transmission system for "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District**" Project on build, own, operate and transfer basis.

We have carefully read and examined in detail the RFP and the RFP Project Documents, including in particular, Clause 2.1.4 of the RFP and Clauses 2.5.2 and 2.5.8 of the RFP, regarding submission of an undertaking regarding the investment in the equity share capital of (NES DHARASHIV TRANSMISSION LIMITED) and provisions for minimum equity holding and equity lock-in. We have also noted the amount of the equity investment required to be made in **(NES DHARASHIV TRANSMISSION LIMITED)** by the ……. [Insert the name of the Bidder or the Consortium Member] for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of ……[Insert the name of the Bidder or the Consortium Member] to invest in full or in part, in the equity share capital of (NES DHARASHIV TRANSMISSION LIMITED) as specified in the Bid, we shall invest the said amount not invested by……..[Insert the name of the Bidder or the Consortium Member] in **(NES DHARASHIV TRANSMISSION LIMITED)** by purchase of existing shares or subscribing to the new shares of **(NES DHARASHIV TRANSMISSION LIMITED)**, as stipulated by you.

We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Certified as true.

……..

(Signature and Name of the authorized signatory of the Company and stamp)

Note:

1. Wherever required, extract of the charter documents and documents such as a Board resolution should be submitted for verification.

ANNEXURE 11 - FORMATS FOR BOARD RESOLUTIONS

Format 1

Format of the Board resolution for the Bidding Company / each Member of the Consortium / investing Affiliate / Parent Company / Ultimate Parent Company, where applicable

[Reference Clause 2.5.2 of the RFP and the illustrations in Annexure 11A]

[Note: The following resolution no.1 needs to be passed by the Boards of each of the entity/(ies) making equity investment]

The Board, after discussion, at the duly convened Meeting on …….. [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

1. RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of…….% (……per cent) of the total equity share capital of (NES DHARASHIV TRANSMISSION LIMITED) representing the entire amount proposed to be invested by the company for the transmission system for **Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District**, partly by acquisition of the existing equity shares from PFC Consulting Limited and / or partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: Equity investment obligations by the Bidding Company/each Member of the Bidding Consortium/investing Affiliate or Parent or Ultimate Parent should add up to 100%.]

[Note: In the event the Bidder is a Bidding Consortium, the following Board resolution no. 2 also needs to be passed by the Lead Member of the Bidding Consortium]

2. RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the ;……. percentage (__%) limit to the extent becoming necessary towards the total equity share in the **(NES DHARASHIV TRANSMISSION LIMITED)**, obligatory on the part of the company pursuant to the terms and conditions contained in the Consortium Agreement dated ……executed by the company as per the provisions of the RFP.

[Note: In the event, the investing entity is an Affiliate or Parent or Ultimate Parent of the Bidder, the following Board resolution no. 3 shall also be passed by the Bidder]

3. FURTHER RESOLVED THAT the Board hereby acknowledges the Board Resolution(s) passed by the…….. [Name of the Affiliate(s)/ Parent / Ultimate Parent] regarding the investment of…….(….%) of the equity share capital requirements of **(NES DHARASHIV TRANSMISSION LIMITED)**, which is to be invested by the ……[Name of the Affiliate(s)/ Parent / Ultimate Parent] for the **(NES DHARASHIV TRANSMISSION LIMITED)**, partly by acquisition of the existing equity shares from PFC Consulting Limited and partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: The following resolution no. 4 is to be provided by the Bidding Company / Lead Member of the Consortium only]

4. FURTHER RESOLVED THAT MR/MS ……..be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

[Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole Time Director/ Manager (supported by a specific board resolution) of the Bidding Company or the Lead Member of Consortium.

2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidding Company, each Member of the Bidding Consortium.

3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.]

Format 2

Format for the Board resolution of Technically / Financially Evaluated Entity / Ultimate Parent Company (in case credentials of such TEE/ FEE has been utilized by the Bidding Company or Bidding Consortium)

The Board, after discussion, at the duly convened Meeting on ……. [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 / 2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the BPC, in the format specified in the RFP issued by the BPC, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest …….percent (.... %) of the total equity share capital of (NES DHARASHIV TRANSMISSION LIMITED) representing the entire amount proposed to be invested by ……[insert the name of the Bidder or Member] for the said Project, in case of failure of ……[Insert the name of the Bidder or Member] to make such investment".

FURTHER RESOLVED THAT .....,be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the BPC through ……[Insert name of Bidding Company/Lead Member of the Consortium] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

Note:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole-time Director/Manager (supported by a specific board resolution) of Bidding Company or Lead Member of the Consortium.

2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

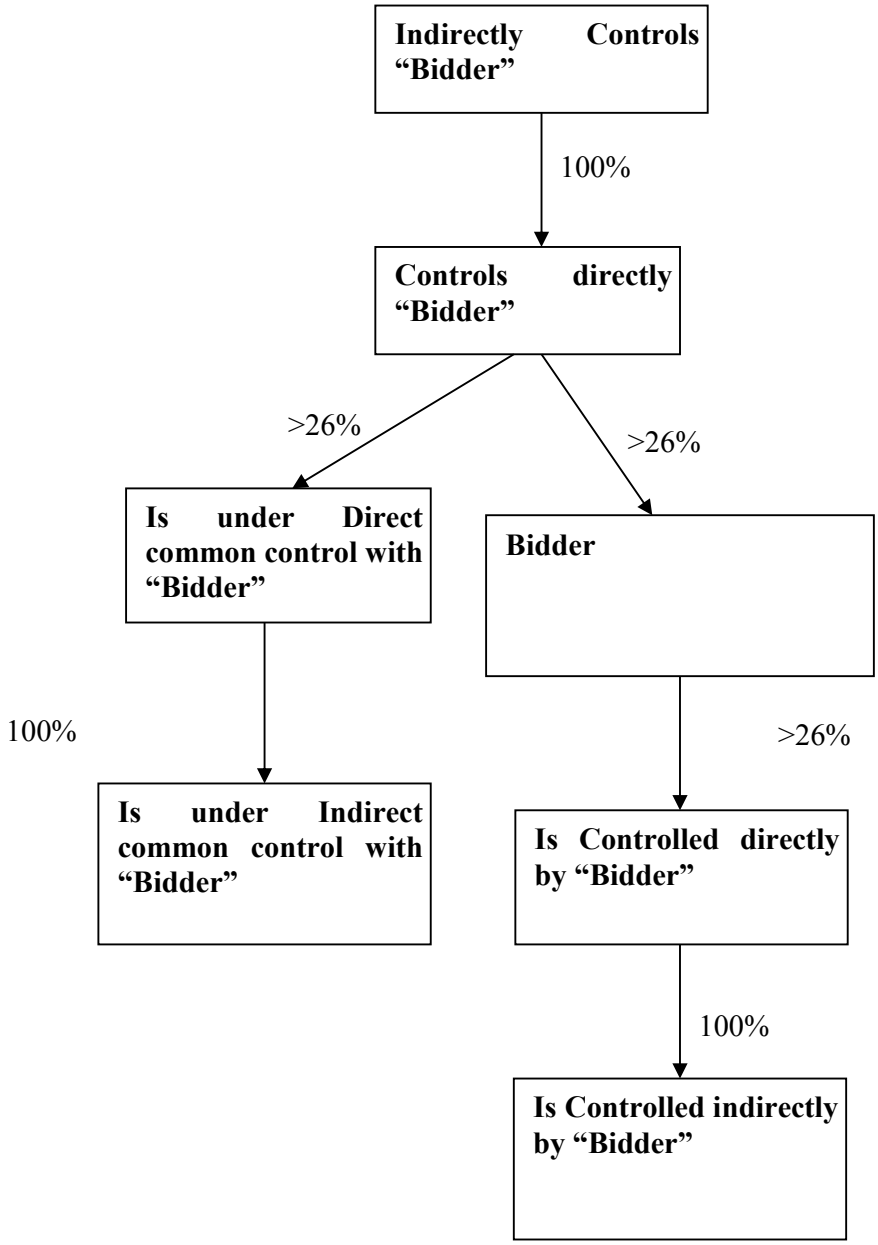
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

ANNEXURE 11A – ILLUSTRATION FOR APPLICABLE BOARD RESOLUTION REQUIREMENTS UNDER CLAUSE 2.5.2

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from the Bidder	None
Bidder himself for 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1, 2, and 4 from the Bidder b) Format 2 of Annexure 11 by either Technically/ Financially Evaluated Entity(ies) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then Format 2 need not be provided.	Yes, by either Technically / Financially Evaluated Entity(ies) Affiliate(s) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and4 from the Bidder. b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and /or Parent and /or Ultimate Parent investing in the equity	None
Bidder himself + others (Affiliate and/or Parent	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder. b) Format 1 of	Yes, by either Parent/ Affiliate(s) whose credentials have been used, or Ultimate Parent

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Company and/or Ultimate Parent) in aggregate holding 100% equity		Annexure 11 - Resolution: 1 from the Affiliate and/or Parent and/or Ultimate Parent investing in the equity c) Format 2 of Annexure 11 by either Parent / Affiliate(s) whose credentials have been used and /or Ultimate Parent investing in the equity	

ANNEXURE 12 - FORMAT FOR ILLUSTRATION OF AFFILIATES



NOTE: **Bidder to provide the illustration, as applicable in their case, duly certified by the Company Secretary and supported by documentary evidence in this regard.**

ANNEXURE 13 - FORMAT FOR DISCLOSURE

[On the letter head of Bidding Company / Each Member in a Bidding Consortium]

Date: ……

DISCLOSURE

We hereby declare that the following companies with which we/ have direct or indirect relationship are also separately participating in this Bid process as per following details

S. No.	Name of the Company	Relationship
1.		
2.		
3.		

In case there is no such company please fill in the column "name of the company" as Nil.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Certified as True

……..
(Signature)

Name: .....

Signature & Name of authorized signatory of the Company and Stamp

The above disclosure should be signed and certified as true by the authorized signatory of the Bidding Company or of the Member, in case of a Consortium).

ANNEXURE 14 - FORMAT OF THE BID BOND

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the **Intra** -State transmission system for **Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District** on build, own, operate and transfer basis, in response to the RFP dated 30/05/2025 issued by PFC Consulting Limited , and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of .....[Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____[Name of BPC] or its authorized representative at _____[Address of BPC] forthwith on demand in writing from _____[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore),on behalf of M/s.....[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ..... [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Guarantor Bank 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 concerned parties.

Our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____ Crore). Our Guarantee shall remain in force until .....[Date to be inserted on the basis of Clause 2.11 of this RFP]. _____[Name of BPC] or its authorized representative shall be entitled to invoke this Guarantee until ..... [Insert Date, which is three sixty five days (365) days after the date in the preceding sentence]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from _____[Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to _____[Name of BPC] or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require _____[Name of BPC] or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against _____[Name of BPC] or its authorized representative 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 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 _____[Name of BPC] or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by _____[Name of BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until …… [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of three hundred sixty five (365) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if _____[Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this…….. day of .....at……

Witness:

1……. Signature: ……..
Name and Address Name: ……..

2. …….. Designation with Stamp:
Name and Address

Signature …….

Attorney as per power of attorney No.……

For:
…… [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this……day of…… 20……..

Notes:

(i) The Stamp Paper should be in the name of the Executing Bank.

ANNEXURE 15 - FORMAT FOR 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 SPV 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 Long Term Transmission System User and ……_[Name of 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 the Nodal Agency at…… [Insert Place and Address of the Nodal Agency indicated in TSA] forthwith on demand in writing from the Nodal Agency 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 / 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 Rupees ……. Crores (Rs……) only. Our Guarantee shall remain in force until…… [Insert the date of validity of the Guarantee as per Clause 2.12.1 of the RFP]. 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 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 (NES DHARASHIV TRANSMISSION LIMITED), …… [Insert name of the Selected Bidder], ……. [Insert name of the TSP] and/or any other person. The Guarantor Bank shall not require the Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the 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 the Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against (NES DHARASHIV TRANSMISSION LIMITED) or the Selected Bidder, to make any claim against or any demand on (NES DHARASHIV TRANSMISSION LIMITED) or the Selected Bidder, as the case may be, or to give any notice to (NES DHARASHIV TRANSMISSION LIMITED) 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 (NES DHARASHIV TRANSMISSION LIMITED) or the Selected Bidder, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE 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.

The Guarantor Bank hereby agrees and acknowledges that the 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 Rupees ……..Crores (Rs ……..) only and it shall remain in force until [Date to be inserted on the basis of Article 3.1.2 of TSA], 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 the 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

Notes:

1. The Stamp Paper should be in the name of the Executing Bank.

ANNEXURE 16 – FORMAT OF CHECKLIST FOR TECHNICAL BID SUBMISSION REQUIREMENTS

[This format needs to be duly filled in, signed by the authorized signatory of the Bidder (Bidding Company / Lead Member in case of a Bidding Consortium) and submitted along with the Bidder's Technical Bid]

Technical Bid Submission Requirements			Response (Yes / No)
1.	Format for the Covering Letter on the letterhead of Bidding Company or Lead Member of the Consortium, as applicable;		
2.	Format for Letter of Consent from each Consortium Member, including Lead Member, on their respective letterheads;		
3.	Format for evidence of authorized signatory's authority ;		
4.	Board resolution from the Bidding Company / Lead Member of the Consortium in favour of the person executing the Power of Attorney as per **Annexure 3**;		
5.	Power of Attorney from each Consortium Member in favour of Lead Member to be provided by each of the other Members of the Consortium as per **Annexure 4**;		
6.	Board Resolution from each Member of the Consortium, other than the Lead Member, in favour of their respective authorized representatives for executing the POA, Consortium Agreement and signing of the requisite formats;		
7.	Format for Bidder's composition and ownership structure, along with status of equity holding (owning ten percent or more of the total paid up equity) not earlier than thirty (30) days prior to the Bid Deadline as per **Annexure 5**;		
8.	Consortium Agreement duly signed as per **Annexure 6**, along with Appendix-1, indicating the responsibilities and obligations of each Member of the Consortium;		
9.	Format for Qualification Requirement:		
	a.	Calculation sheets, detailing computation of Networth considered for meeting Qualifying Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / each Member in case of a Bidding Consortium / FEE in cases where credentials of FEE is taken;	
	b.	Calculation sheets, detailing computation of capital expenditure of projects and revenue received in construction projects considered for meeting Qualification Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / Lead Member in case of Bidding Consortium / TEE in cases where credentials of TEE is taken;	

Technical Bid Submission Requirements			Response (Yes / No)
	c.	Last financial year unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity	
	d.	Unconsolidated audited annual accounts of both the TEE and the Bidding Company/Lead member, as applicable, from the financial years in which financial closure was achieved till the financial year in which the said project was completed / commissioned.	
10.	Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the Company Secretary of Bidding Company or each Member in case of a Consortium including Lead Member.		
11.	Attachment of **Annexure 7(D)**, detailing projects completed / commissioned and for which commercial operation has commenced including Executive Summary for each project.		
12.	For each project listed in the attachment above, certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by authorized signatory in support of technical capability as defined in Clause 2.1.2 of RFP.		
13.	Authority letter in favour of BPC from the Bidder/every Member of the Consortium authorizing the BPC to seek reference from their respective bankers & others.		
14.	Authorization from Parent / Affiliate of Bidding Company / Member of Bidding Consortium whose technical / financial capability has been used by the Bidding Company / Member of Bidding Consortium.		
15.	Initialing of all pages of Technical Bid by the Authorized Signatory in whose favour the POA (**Annexure 3**) has been executed.		
16.	Format for Illustration of Affiliates at the most seven (7) days prior to the Bid Deadline, duly certified by Company Secretary and supported by documentary evidence.		
17.	Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC etc. submitted as documentary evidence along with **Annexure 12**.		
18.	Format for Disclosure by Bidding Company / each Member of the Consortium.		
19.	Format for Affidavit by the Bidding Company / each Member of the Consortium		

Technical Bid Submission Requirements		Response (Yes / No)
20.	Format for Authorization submitted in Non-Judicial stamp paper duly notarized.	
21.	Bidders Undertaking and details of Equity Investment	
22.	Proof of Payment of RFP Fees	
23.	Bid Bond/ Bid Security Declaration (As applicable)	
24.	Board Resolution as per Annexure 11 (If required)	

[**Note:** The checklist is not exhaustive. Bidders are required to submit all the information/documents as per requirement of RFP]

For and on behalf of Bidder

M/s. ……

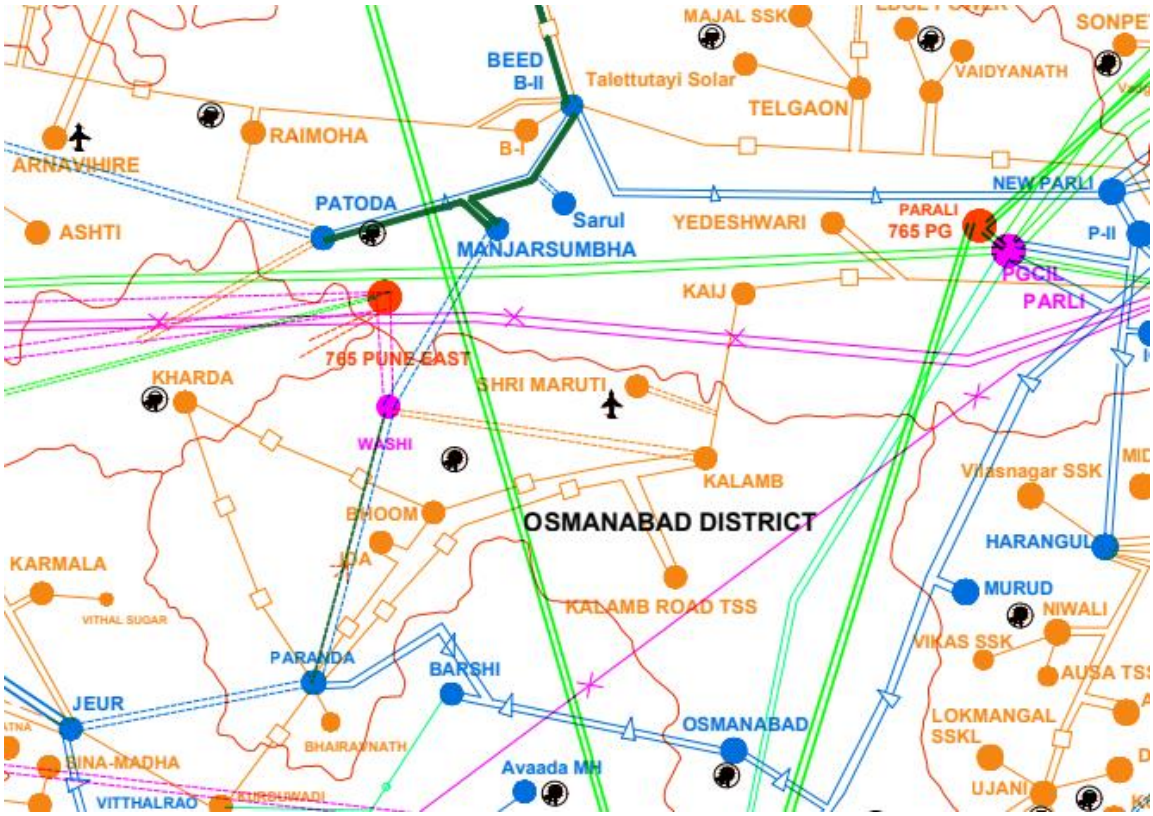
……..
(Signature of authorized signatory)

ANNEXURE 17 – LIST OF BANKS

The list of banks shall include all Scheduled Commercial Banks as per Second Schedule of RBI Act-1934 and any amendments thereof.

Note:
The above list of banks is indicative and can be modified by the BPC as required and any such change shall not be construed as a deviation from this document.

ANNEXURE 18 - GRID MAP OF THE PROJECT



ANNEXURE 19 - FORMAT FOR CLARIFICATIONS / AMENDMENTS ON THE RFP / RFP PROJECT DOCUMENTS

S. No.	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

Signature ……

Name……..

For

Bidder's Rubber Stamp and Full Address.

(Note: This format shall be used for submission of requests for clarifications/ amendments on the draft RFP Project Documents as per the provisions of Clause 2.3.1)

ANNEXURE 20 - LIST FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1: TRANSMISSION SERVICE AGREEMENT (Provided separately)

ENCLOSURE 2:SHARE PURCHASE AGREEMENT (Provided Separately)

……..

[To be inserted by the BPC]

ANNEXURE 21 - FORMAT FOR FINANCIAL BID

[To be uploaded online]

Quoted Transmission Charges …….

Notes

1. The Bidders are required to ensure compliance with the provisions of Clause 2.5.3 of this RFP.

2. Quotes to be in Rupees Millions and shall be up to two (2) decimal points.

3. The contents of this format shall be clearly typed.

4. The Financial Bid shall be digitally signed by the authorized signatory in whose name power of attorney as per Clause 2.5.2 is issued.

5. Ensure only one value for annual Transmission Charges is quoted. The same charge shall be payable every year to TSP for the term of TSA.

ANNEXURE 22 – FORMAT FOR AFFIDAVIT

[On non-judicial stamp paper. Foreign companies submitting bids are required to follow the applicable law in their country]

AFFIDAVIT

We [including any of our Affiliate and Consortium Member & any of its Affiliate], hereby declare that as on Bid Deadline:

a. the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors or key personnel have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies; or

b. the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate or their directors have not been convicted of any offence in India or abroad.

We further declare that following investigations are pending / no investigation is pending [strike off whichever is not applicable] against us [including any of our Consortium Member or Affiliate or Parent or Ultimate Parent or Affiliate] or CEO or any of our directors/ manager/key managerial personnel of the Applicant /Consortium Member or their Affiliates.

We further undertake to inform the BPC of any such matter as mentioned above on its occurrence after the date of this affidavit till the Effective Date.

We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our BID / Letter of Intent / contract (if entered) would stand rejected / recalled / terminated, as the case may be.

…….
Signature and Name of the authorized signatory of the Company Bidding Company / Lead Member of the Bidding Consortium

……..
(Signature of Notary Public)

Place: ……
Date: ……

Note: In case any investigation is pending against the Applicant, including any Consortium Member or Affiliate, or CEO or any of the directors/ manager/key managerial personnel of the Applicant /Consortium /Member or their Affiliates, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed under this affidavit.

ANNEXURE 23 – LIST OF LONG TERM TRANSMISSION SYSTEM USER

Sl. No.	Name of the Long Term Transmission System usser	Address of Registered Office	Allocated Transmission Capacity Rights as per MERC Order in Case No. 208 of 2024 (in MW)	Percentage share computed based on Allocated Transmission Capacity Rights as per MERC Order in CASE No. 208 of 2024
1	Maharashtra State Electricity Distribution Company Limited	Prakashgad, Plot No. G-9, Dr. Anant Kanekar Marg, Bandra (East), Mumbai – 400 051	23158.69	84.31 %
2	Tata Power Company – Distribution	Backbay Receiving Station, 148, Lt. Gen. J. Bhosale Marg, Nariman Point, Mumbai – 400 092	976.65	3.56 %
3	Adani Electricity Mumbai Limited – Distribution	AEML, CTS 407/A (New), 408 Old village, Eksar Devidas Lane, Off SVP Road, Near Devidas Telephone Exchange, Borivali (East), Mumbai – 400 051	1798.72	6.55 %
4	Brihanmumbai Electric Supply and Transport (Undertaking)	Best Bhavan, Best Marg, Colaba, Mumbai – 400 001	826.25	3.01 %
5	Indian Railways	Central Railway H.Q., 2nd Floor, Parcel office Building, Mumbai, CST – 400 001	545.56	1.99 %
6	Mindspace Business Park Private Limited	Plot No. C-30, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai – 400 051	9.49	0.03 %
7	Gigaplex Estate Private Limited	Raheja Tower, Plot No. C-30, Block-G, BKC, Bandra €, Mumbai – 400 051	5.04	0.02%
8	KRC Infrastructure and Projects Private Limited	Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051	5.30	0.02 %
9	Nidar Utilities Panvel Limited Liability Partnership	12th Floor, Knowledge Park bld, Hiranandani Business Park, Powai, Mumbai – 400 076	10.73	0.04%
10	Maharashtra Airport Development Corporation	8th Floor, World Trade Centre I, Cuffe Parade, and Mumbai- 400005.	14.98	0.05 %

11	EON Kharadi Infrastructure Private Limited Phase-1	Tech Park One, Tower E, Sr. No. 191/A/2A/1/2, Next to Don Bosco School, Off. Airport Road, Yerwada, Pune.	8.42	0.03%
12	EON Kharadi Infrastructure Private Limited Phase-2	Tech Park One, Tower E, Sr. No. 191/A/2A/1/2, Next to Don Bosco School, Off. Airport Road, Yerwada, Pune.	5.33	0.02%
13	Jawaharlal Nehru Port Trust	Administration Building, Nhava Sheva, Uran, Navi Mumbai - 400 707	1.18	0.004%
14	Laxmipati Balaji Supply Chain Management Ltd.	205 and 206(Part), level 2, Ceejay House, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai 400018	0.63	0.002%
15	AEML SEEPZ	AEML SEEPZ Limited (ASL) Registered Office: Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S.G. Highway, Khodiyar, Ahmedabad-382421, Gujarat, India.	30.29	0.11%
16	SEZ Bio-Tech Services Pvt. Ltd. - Hadapsar	M/s SEZ Bio-Tech Services Private Limited. 212/2, Off Soli Poonawalla Road, Hadapsar Pune, Maharashtra 411028	15.89	0.06%
17	SEZ Bio-Tech Services Pvt. Ltd. – Manjari	M/s SEZ Bio-Tech Services Private 212/2 off Soli Poonawalla road, Manjari, Pune-411028	11.31	0.04%
18	MITL - Bidkin	Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai-400 093, Maharashtra, INDIA.	5.00	0.02%
19	MITL - Shendra	Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai-400 093, Maharashtra, INDIA.	40.00	0.15%

Note:

1. The List of Long-Term Transmission System Users and percentage share as above are indicative and subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the TSA. The names of the Long-Term Transmission System Users who shall be signatory to the TSA shall be duly intimated prior to signing of TSA.

2. A new Long-Term Transmission System Users shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplemental Agreement as annexed in Schedule 12 to the TSA.
3. The transmission charges will be shared and recovered amongst all Long-Term Transmission System Users as per The Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 regulation 14.1 as amended from time to time. The same is reproduced hereunder

   "The Commission shall determine the Aggregate Revenue Requirement and Tariff for Transmission Licensees, Distribution Wires Business, Retail Supply Business, Fees and Charges for MSLDC and STU, upon consideration of a Petition filed by the Licensee or MSLDC or STU, as the case may be, in accordance with the procedure contained in this Regulation."
4. Regulation 83 and Regulation 84 of the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 provides for "Determination of Intra-State Transmission Tariff" and "Sharing of Total Transmission System Cost by long-term Transmission System Users".
5. As per MERC's Transmission Open Access Regulation 2016, Part 'D' regulation 24 related with Payment Security Mechanism is reproduced hereunder

   "The Applicant for Long-term or Medium-term Open Access shall open an irrevocable revolving Letter of Credit in favour of the Nodal Agency to the extent of the estimated amount of various charges payable for a period of two months."
6. As per MERC directive under case no 208 of 2024 the STU has to submit the details of scheme proposed under TBCB along with likely CODs and the ARR discovered through competitive bidding as an when it under takes the bidding. The commission would process the proposal submitted by STU for redetermination of transmission tariff for the remaining years of the 5th control period as per the provision of regulation 75.1 of MYT regulation 2024.

ANNEXURE A

Technical Details with respect to electronic bidding

Registration Methodology

In order to submit online bids in the e-bidding process for selection of Transmission Service Provider, interested Bidders are required to register themselves with the e-procurement website of MSTC limited namely www.mstcecommerce.com/eprochome/tsp/index.jsp. To register with the website, the Bidder is required to fill up the online form available under the link Register as Vendor in the above website and fill up the same and click on Submit.

During this process, the Bidder shall create his user id and password and keep note of the same. The Bidder shall ensure that the secrecy of his user id and password is maintained at all time and he/she shall alone be responsible for any misuse of the user id and password.

The Bidder may check the details entered by it before final submission. On successful submission of the online registration Form, the Bidder shall receive a confirmation mail in the registered email address advising the Bidder to submit the following documents.

i. Self-attested Income Tax PAN Card. In case of a registered Company or Firm, the Firm's PAN card and in case of a proprietorship firm, proprietor's personal PAN card is required. In case of partnership firm, PAN of the firm and that of the authorized partner are to be submitted.

ii. Copy of the confirmation email Letter received from MSTC after successful completion of on-line registration.

iii. A non-refundable registration fee of Rs.10,000/- plus GST as per applicable rate to be paid online. The account details will be available in the System generated email sent by MSTC post registration.

Please provide details of payment made like UTR No, remitting bank name, date of payment and amount in the covering letter.

The Bidder shall have to submit all the above documents to MSTC Limited for verification and activation of their login ids. The Bidders should send scanned copies of the above documents to the designated email id only which is given below.
tsp@mstcindia.co.in

It may be noted that Bidders need not visit any of the offices of MSTC Limited for submission of the documents.

Contact persons of MSTC Limited:

Ms. Archana Juneja
9990673698
Mr. Setu Dutt Sharma
7878055855

Once the complete set of documents and requisite registration fee are received from a Bidder, MSTC shall activate the Bidder's login after verification / scrutiny of the documents. MSTC Limited reserves the right to call for additional documents from the Bidder if needed and the Bidder shall be obliged to submit the same.

On completion of the above stated registration process, a Bidder shall be able to login to MSTC's website.

ANNEXURE B

Draft Pre-Award Integrity Pact

1. GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on …….. day of the month of …… 20……, between, on one hand, ……. [Insert name of BPC] through Shri …….. [Insert Name & designation of representative of BPC] (hereinafter called the "Bid Process Coordinator/ BPC", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s …… represented by Shri …….. [Insert Name & Designation of Authorized Signatory of the Bidder/ Lead Member of Consortium] (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service.

WHEREAS the Bidder is a Private Company/Public Company/Government Undertaking/ Partnership, constituted in accordance with the relevant law in the matter and the BPC is a Public Sector Undertaking (PSU) performing its function on behalf of the Ministry of Power, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings during the complete bidding process with a view to:-

Enabling the BPC to select the bidder as TSP in conformity with the defined procedures by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidder to abstain from bribing or indulging in any corrupt practice in order to emerge as selected bidder by providing assurance to them that their competitors will also abstain from bribing and other practices and the BPC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of BPC

2.1. The BPC undertakes that no official of the BPC, connected directly or indirectly with the bidding process, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the bidding process in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2. The BPC will, during the bidding stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to the other bidders.

2.3. All the officials of the BPC will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the BPC with the full and verifiable facts and the same is prima facie found to be correct by the BPC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BPC and such a person shall be debarred from further dealings related to the bidding process. In such a case while an enquiry is being conducted by the BPC the proceedings under the bidding process would not be stalled.

3. Commitments of Bidder

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre award stage in order to emerge as Selected Bidder or in furtherance to secure it and in particular commits itself to the following:-

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the bidding process in exchange for any advantage in the bidding, evaluation, contracting and implementation of the bidding process.

3.2. The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC or otherwise in bidding process or for bearing to do or having done any act in relation to bidding process or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the bidding process or any other contract with the Government.

3.3. The Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.

3.4. The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid.

3.5. The Bidder further confirms and declares to the BPC that the Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BPC or any of its functionaries, whether officially or unofficially for selection of Bidder as TSP, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The Bidder, either while presenting the bid or during pre-award negotiations or before signing the Share Purchase Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of the BPC or their family members, agents, brokers or any other intermediaries in connection with the bidding process and the details of services agreed upon for such payments.

3.7. The Bidder will not collude with other parties interested in the bidding process to impair the transparency, fairness and progress of the bidding process.

3.8. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BPC as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BPC

4. <u>Previous Transgression</u>

4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the bidding process.

4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. <u>Bid Bond (Security Deposit)/ Bid Security Declaration (as applicable)</u>

5.1. Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs…… (as per the amount specified in Request for Proposal (RFP) Document) issued by any Banks from the list provided in RFP Document as Earnest Money/Security Deposit, with the BPC.

5.2. The Earnest Money/Security Deposit shall be valid & retained by the BPC for such period as specified in the RFP Document.

5.3. No interest shall be payable by the BPC to the Bidder on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BPC to take all or anyone of the following actions, wherever required:-

(i) To immediately call off the pre-award negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

(ii) The Bid Bond (in pre-award stage) shall stand forfeited either fully or partially, as decided by the BPC and the BPC shall not be required to assign any reason therefore.

(iii) To immediately cancel the award, if already awarded, without giving any compensation to the Bidder.

(iv) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BPC resulting from such cancellation/rescission.

(v) To debar the Bidder from participation in any tender or RFP issued by any BPC for an indefinite period.

(vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the award.

6.2. The BPC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vi) of this Pact also on the Commission by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the BPC to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

The BPC has appointed Independent Monitors (hereinafter referred to as Monitors) for this

Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

Shri Rajiv Ranjan
No. 170, 11th Cross, 3rd Main,
RMV Stage 2, Dollars Colony,
Bengaluru North, Bengaluru- 560094
Mob No – 9448147003: Email ID- rranjan68@gmail.com

Shri Jeyakodi Virusankulam Kumarasamy, IAS (Retd.)
R/o 3F, Orchid Villa, 6" Avenue,
Harrington Road, Chetpet, Chennai-600031
Mob No – 9176699444; Email ID- jeyakodivk@gmail.com

(i) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

(ii) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

(iii) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

(iv) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BPC.

(v) The Bidder accepts that the Monitors has the right to access without restriction to all Project documentation of the BPC including that provided by the Bidder. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder /Subcontractors(s) with confidentially. [As all the bid documents are with BPC only]

(vi) The BPC will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

(vii) The Monitor will submit a written report to the designated Authority of the BPC/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BPC / Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

8. <u>Facilitation of Investigation</u>

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BPC or its agencies shall be entitled to examine all the documents

including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BPC.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11. Validity

The validity of this Integrity Pact shall be from date of its signing and upto 6 months from the date of transfer of project specific SPV i.e. signing of Share Purchase Agreement with BPC. In case Bidder is unsuccessful, this Integrity Pact shall expire after 15 days from the date of transfer of project specific SPV to successful bidder.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The Parties hereby sign this Integrity Pact at_____ on _____.

Bid Process Coordinator (BPC)	**BIDDER**
Name of the Officer Designation Name of the BPC with address Witness: 1._____ 2. _____	Name of Whole time Director/Authorized Signatory Name of the Bidder with address Witness: 1._____ 2. _____

ANNEXURE- C

SPECIFIC TECHNICAL REQUIREMENTS OF TRANSMISSION SYSTEM

A. SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

A.1.0 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.

A.2.0 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:

A.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.

A.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

A.3.0 Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

A.4.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. 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.

A.5.0 Selection of reliability level for design of tower shall be as per CEA Regulation (Technical

Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

A.6.0 A) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

B) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

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

D) For crossing of railways, national highways and state highways, the rules/regulations of appropriate authorities shall be followed.

A.7.0 The relevant conductor configuration shall be as follows: -

Type of conductor: Moose, Quad

Basic parameters:

Transmission line	**ACSR** **Conductor specified**
400 kV D/C (Quad Bundled) Transmission Lines	**0.5 Moose:** Stranding :54/3.53 mm-Al + 7/3.53 mm- Steel, Overall diameter of conductor 31.77 mm Overall cross sectional area of conductor: 528.5 mm2, Maximum DC Resistance at 20°C (Ω/km):0.05552 Minimum UTS: 161.20 kN
220 kV D/C Transmission Lines	**0.4 Zebra** Stranding : 54/3.18 mm+ 7/3.18 Steel, Overall diameter of conductor :28.62 mm Overall cross sectional area of conductor: 484.5 mm2 Approximate weight of conductor in kg/km : 1621 Minimum braking strength of conductor in kN : 130.32 Current carrying capacity of single conductor at 75° C & at 40°C ambient Temperature. : 740 A DC Resistance at 20°C (Ω/km): 0.06868 (maximum)

Transmission line	ACSR Conductor specified
132 kV D/C Transmission Line	**0.2 Panther** Stranding : 30/3.00 mm+ 7/3.00 Steel, Overall diameter of conductor :21 mm Overall cross sectional area of conductor: 261.5 mm2 Approximate weight of conductor in kg/km : 974 Minimum braking strength of conductor in kN : 89.67 Current carrying capacity of single conductor at 75°C & at 40° C ambient Temperature. : 440 A DC Resistance at 20°C in Ω/km : 0.1390 (maximum)

Note: *1. To select any size above the minimum, the sizes mentioned in the relevant Indian standard i.e. IS-398 (part-6) shall be followed.

2. The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.

A.8.0 The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400 kV lines shall not be less than 8 m.

A.9.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered.

I. <u>Minimum live metal clearances for 400 kV line:</u>

a) (i) Under stationary conditions:

From tower body: 3.05 m

(ii) Under Swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (22º)	3.05 m
b) Swing angle (44º)	1.86 m

b) Minimum ground clearance for 400 kV line: 8.84 m

c) Minimum mid span separation between earth wire and conductor for 400 kV line: 9.0 m

A.10.0 Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.

A.11.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.

A.12.0 In case of 400 kV 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 stranded steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.

In case of 132/220 kV voltage class transmission lines support towers with single peak, only one OPGW has to be installed.

A.13.0 Each tower shall be earthed such that tower footing impedance 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 for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.

A.14.0 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 and 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.

A.15.0 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, shall be provided on the line.

A.16.0 Wherever, transmission lines are passing through cyclone prone areas i.e. areas up to 60 km from coast following shall also be applicable:

a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction which also includes open sea coasts, open stretch of water, desert and flat treeless plains.

b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.

c) The number of consecutive spans between the section points/ angle point shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.17.0 Wherever, transmission lines 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/m^2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm 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/m^3.

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/m^2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d) Double coat of 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.

A.18.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and 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).

A.19.0 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 level 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 CEA, CTU and BPC by the TSP.

A.20.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.21.0 Safety precautions in regard to gas/oil pipe lines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

B. SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220/132 kV AIS Washi shall be AIS 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.

Location details of existing / proposed substations:

400/220 kV Washi (AIS): New substation which is to be implemented under present scheme. Coordinate: 18.5404, 75.773425

220kV Manjarsumba: Coordinate: 18.825600, 75.747300

220kV Paranda: Coordinate: 18.286981, 75.454859

132kV Kallam: Coordinate: 18.568100, 76.013800

Note: The above coordinates/ location of substation indicated is approximate in the substation area. Exact coordinates for the corresponding bays/ gantry for termination of the respective line may be verified & finalized in coordination with actual site.

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

B.1.0 Salient features of Substation Equipment and Facilities

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

B.1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl. No.	Description of parameters	400/220/132 kV AIS Washi		
		400 kV System	220 kV System	132 kV system
1.	System operating voltage	400 kV	220 kV	132 KV
2.	Maximum voltage of the system (rms)	420 kV	245 kV	145KV
3.	Rated frequency	50 Hz	50 Hz	50 Hz
4.	No. of phase	3	3	3
5.	Rated Insulation levels			
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.) - for Equipment other than Transformer and reactor - for Insulator String	1425 kVp 1550 kVp	1050 kVp 1050 kVp	650 kVp 650 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp	-	-
iii)	One minute power frequency dry withstand voltage (rms)	630 kV	-	-

Sl. No.	Description of parameters	400/220/132 kV AIS Washi		
		400 kV System	220 kV System	132 kV system
iv)	One minute power frequency dry and wet withstand voltage (rms)	-	-	-
6.	Corona extinction voltage	320 kV	156KV rms	105 KV rms
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro- volts at 266 kV rms	1000 micro-volts at 156 kV rms	1000 micro-volts at 266 kV rms
8.	Minimum creepage distance for insulator string/ long rod insulators/ out-door bushings	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)	4495mm (31 mm/kV)
9.	Minimum creepage distance for switch yard Equipment	10500 mm (25 mm/kV)	6125 mm (25 mm/kV)	3625mm (25 mm/kV)
10.	Max. fault current	63 kA	50 kA	40KA
11.	Duration of fault	1 sec	1 Sec	1 sec

B.1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400 kV	220 kV	132 kV s
400/220/132kV AIS Washi	One and Half breaker	Double Main and Transfer	Single Main and Transfer

Notes: -

i) *For one and half breaker switching scheme, any double circuit line consisting of two numbers feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.*

ii) *Two transformers of same HV rating shall not be connected in the same diameter and similarly two bus reactors of same HV rating shall also not be connected in the same diameter.*

iii) *A diameter in one and half breaker scheme is a set of 3 circuit breakers with associated isolators, earth switches, current transformers etc. for controlling of 2 numbers feeders.*

iv) *400 kV line bays shall be constructed such that space provision is kept for future switchable line reactors.*

v) *TSP shall plan connectivity of lines and transformers to bus bar in such a way that all power can be evacuated successfully without crossing the thermal limit at any point.*

vi) ***400/220/132 kV AIS Washi*** *:*

400 kV bay configurations (one and half breaker scheme) shall be as follows:

Configuration	**Number of Bays (1-1/2 CB system)**
a) ICT- Tie- Line	2 (Two)
b) 400 kV Bus Reactor – Tie – Future Space	1 (One)
c) ICT- Tie- Future Space	2 (Two)

220 kV bay configurations (double main bus scheme) shall be as follows:

Configuration	**Number of Bays (Double Main bus System)**
Main Bus-I	
a) 220 kV ICT Bay	1 (One)
b) 220 kV line bays	2 (Two)
c) 220 kV Future Line Bays (Generators)	4 (Four)
Main Bus-II	
d) 220 kV ICT Bay	1 (One)
e) 220 kV line bays	2 (Two)
f) 220 kV Future Line Bays (Generators)	4 (Four)

132 kV bay configurations (Single main and Transfer bus scheme) shall be as follows:

Configuration	**Number of Bays (Single main and Transfer bus System)**
Bus Section -I	
a) 132 kV ICT Bay	1 (One)
b) 132 kV line bays	1 (One)
c) 132 kV Future Line Bays (Generators)	4 (Four)
Bus Section -II	
d) 132 kV ICT Bay	1 (One)
e) 132 kV line bays	1 (One)
f) 132 kV Future Line Bays (Generators)	4 (Four)

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

Sl. No	Description of bay	*400/220/132 kV AIS Washi*		
		400 kV	**220 kV**	**132 KV**
1.	Bus Bar	4000 A	3000 A	3000 A
2.	Line bay	3150 A	1600 A	1250 A
3.	ICT bay	3150 A	1600 A	2000 A
4.	Bus Reactor Bay	2000A	N/A	N/A
5.	Bus Coupler Bay	N/A	3000 A	N/A
6.	Transfer Bus coupler bay	N/A	1600 A	N/A

B.2.1 Power Transformers

B.2.1.1 Autotransformer

500MVA, 400/220 kV 3-Phase Auto Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

B.2.2 Shunt Reactors

B.2.2.1 400kV 3 – Phase Shunt Reactor

125 MVAR, 400 kV, 3 – Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above voltage class)" as amended up to date available on CEA website.

B.2.3 400 kV, 220 kV and 132kV AIS Substation equipment (as applicable)

B.2.3.1 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 (as per IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 40 ms for 400kV circuit breakers and 60 ms for 220kV & 132kV circuit breakers. 400kV and 220kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400kV lines wherever required shall be provided with pre insertion closing resistor of about 450 ohms maximum with 8 milliseconds minimum insertion time for lines longer than 200km. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. 400kV Circuit Breaker shall be equipped with controlled switching device for controlling of transformer and shunt reactor. The controlled switching device shall be provided in 400kV Circuit breakers of switchable line reactor bay and in Main & Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and ICTs.

B.2.3.2 Isolators (AIS)

The isolators shall comply with IEC 62271-102 in general. 400 kV and 220 kV isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Isolator rated for 400 kV,220 kV,132 KV shall be of extended mechanical endurance class - M2 as per IEC-62271-102. Isolator rated for 220 kV shall be suitable for bus transfer current switching duty as per IEC-62271-102. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400 kV , 220 Kv,132 KV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 400 kV shall have six cores (four for protection and two for metering) and 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.3.4 Capacitive Voltage Transformers (AIS)

Capacitive Voltage Transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. The accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive Voltage Transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400 kV and 220 kV shall be of 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirementof metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.3.5 Surge Arresters (AIS)

336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type Surge Arresters with thermal energy (W_{th}) of minimum 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 400 kV and 220 kV systems respectively. Other characteristics of Surge Arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances near Transformers and Reactors so as to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors 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-II) communication interface. All numerical relays shall have built in disturbance recording feature. The auto transformer protection should be provided with two no. differential relays of different make &algorithm.

The protection circuits and relays of transformer and reactor 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

400kV and 220kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 400 kV and 220 kV lines shall also have MAIN-II numerical distance protection scheme like Main-I but from different make that of MAIN-I. 132kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 132 kV lines shall also have independent back up over current & earth fault protection. 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) having Fibre Optic communication link for which line differential relay have to be arrange by Transmission Service Provider (TSP) for remote end also. In case of loop 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-I and Main-II protection relays of same make may be provided only if they are of different 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. All 400kV lines shall also be provided with two stages over voltage protection. Further, all 400kV & 220kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. 132kV lines should not have auto-reclosing facility. 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-built feature of Main-I & Main-II protection relays. Auto reclose as built in function of 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. For 400kV, 220kV and 132kV 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) Auto Transformer Protection

These shall have the following protections:

i) Numerical Differential Protection

(400/220 KV and 220/132 KV ICTs 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 Back-up Directional Over-Current and Earth Fault Protection on High Voltage (HV) and Intermediate Voltage (IV) side

iv) Numerical Over Fluxing Protection on HV and IV side

v) Numerical Overload Alarm

Further, numerical back-up over-current and earth fault protection on HV and IV side of autotransformer 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 Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

c) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential Protection.

ii) Numerical Restricted Earth Fault Protection

iii) Numerical Back-up Impedance Protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and

pressure relief device, etc.

d) Bus Bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV, 220 and 132 kV buses. Duplicated bus bar protection is envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporates the necessary features required for ensuring security.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

In case the bus section is provided, then each side of bus section shall have separate set of bus-bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

e) Local Breaker Back-up Protection

This shall be provided for each 400 kV , 220kV and 132 kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

1. *LBB and REF relays shall be provided separately from transformer differential relay.*
2. *LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however, in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).*
3. *Over fluxing and overload protection can be provided as built-in feature of differential relay.*
4. *In 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

B.2.5 Substation Automation System

a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation

Automation System, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 400kV,220kV & 132 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room.

The functions of control, annunciation, disturbance recording, event logging 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 shallbe done through control panels.

Necessary gateway and modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement and shall be provisioned with 2+2 redundancy 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 avoid any 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 RLDCs. Any augmentation work at RLDC/SLDC is excluded from TSP's scope. However, all the configuration work at substation end required to send data to RLDC/SLDC shall be in the scope of TSP.

b) Time Synchronization Equipment

Time synchronization equipment complete in all respects 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.

B.3.0 Substation Support Facilities

Certain facilities required for the operation and maintenance of substations as described below shall be provided at the new substation. In existing substation, these facilities have already been provided and will be extended/ augmented as per requirement.

B.3.1 AC and DC power supplies

For catering the requirements of three phase and single phase AC supply and DC supply for various substation equipment (for present and future scope), the following arrangement is envisaged:-

(i) For LT Supply at each new Substation, two (2) Nos. of auxiliary Transformers (minimum 630 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of Transformer for drawing auxiliary supply at new substation.Such SEMs shall be provided by CTU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of Transformer by local SEB/DISCOM for energy accounting.

(ii) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger.

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. Two (2) sets of 48 V battery banks for PLCC and communication equipment for present and future scope shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required. 48 V DC can be achieved from 220 V DC battery bank using adapter, if so desired by TSP, without compromising backup time.

(iii) Suitable AC and DC distribution boards and associated LT Switchgear shall be provided at new substation.

For new substation, following switch boards 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) 415 V Main Switch board – 1 No.
(b) AC distribution board – 1 No.
(c) Main lighting distribution board – 1 No.
(d) Emergency lighting distribution board – 1 No.
(e) 220 Volt DC distribution board – 2 Nos.
(f) 48 Volt DC distribution board – 2 Nos.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have equipped modules for all the feeders (including future as specified).

(iv) At new Substation, one No. of DG set (minimum 250 kVA for substations with highest voltage rating as 400 kV) shall be provided for emergency applications.

(v) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including Transformer and Reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amended from time to time.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of the firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

At existing substations, the fire-fighting systems as available shall be extended to meet the additional requirements.

B.3.3 Oil Evacuating, Filtering, Testing and Filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactorsand for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Technical Specification of CEA on transformers.

B.3.4 Illumination

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

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

B.3.5 Control Room

For the new substation, substation control room shall be provided to house substation

work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per 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 the control room forall the future bays.

At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

B.3.6 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

B.3.7 Visual Monitoring System (VMS) for watch and ward of substation premises:

Visual Monitoring System for effective watch and ward of substation premises shall coverall the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT,CVT, SA etc. as applicable), panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibilityrequirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4.0 General Facilities

a) Line Gantry/Towers are envisaged for bays under the present scope only. However, for the adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines and Twin conductor for 220 kV future lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirements/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2. However, for coastal/creek regions it shall be at least 900 g/m^2 (if applicable).

e) In 400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future bay shall be designed considering the current rating of line bay i.e. 3150 A.

f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of the complete substation area including future switchyard area to prevent encroachment and unauthorized access. The minimum height of the boundary wall shall be of 1.8 m from Finished Ground Level (FGL).

g) All electrical equipment shall be installed above the Highest Flood Level (HFL) and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

h) As per CEA Manual on Transmissions Planning criteria 2023, Line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

C. SPECIFIC TECHNICAL REQUIREMENT 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, and CEA (Cyber Security in Power Sector) Guidelines, 2021, all above documents as amended from time to time.

The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele-protection in addition to one channel for speech plus data for each direction.

The communication services viz. SCADA, AGC (wherever applicable), VoIP, AMR and PMU have been identified as critical services and therefore shall be provisioned with 2+2 redundancy 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 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 RLDCs
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 byS TU/ CTU from time to time.

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

C.1.0 Establishment of 400/220/132 kV AIS Washi

(i) TSP shall supply, install and commission 3 No. FODP (96F or higher) and 1 No. FODP (48F or higher) along with panel and approach Cable (48F each), Joint Box etc. with all associated hardware fittings from gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.

(ii) TSP shall supply, install and commission One or more STM-16 (FOTE) equipment along with panel/s supporting minimum Thirteen (13) directions with MSP (Multiplex Section Protection – 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among 400/220/132 kV AIS Washi, 220 KV line bay The suitable DC Power Supply and backup to be provided for communication equipment.

(iii) FODP and FOTE equipment with panels shall be provided in Control Room of 400/220/132 kV AIS Washi. FOTE and FODP Eq can be accommodated in same panel to optimize space.

(iv) TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification .

(v) The maintenance of all the communication equipment and software thereof including FOTE, FODP, PMU, approach cable, DCPS alongwith Battery Bank and Firewall shall be the responsibility of TSP.

C.2.0 All 400/220/132 kV Transmission Lines

(i) On all 400/220/132 kV Transmission Lines at 400/220/132 kV AIS Washi, TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

(ii) The TSP shall install this OPGW from gantry of 400/220/132 kV AIS Washi up to the Gantry of other end substations with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at end Substations. The transmission line length is 150 kms (approx.), where repeater may not be required to meet the link budget requirement all 400/220/132 kV Transmission Lines at 400/220/132 kV AIS Washi.

(iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.3.0 FOTE requirement at all substations connected at 400/220/132 kV AIS Washi

(i) TSP shall supply, install and commission 1 No. FODP (72F or higher) along with panel and required Approach Cable (48F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

(ii) TSP shall supply, install and commission One STM-16 (FOTE) equipment along with panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection – 1+1) with necessary interfaces to meet the voice and data communication requirement between all 400/220/132 kV Transmission Lines at 400/220/132 kV AIS Washi S/s. The suitable DC Power Supply and backup to be provided for communication equipment.

(iii) If required, 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 control room of all substations connected at 400/220/132 kV AIS Washi which shall be communicating with respective control center. If require, TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc. and optical interfaces/equipment in the existing FOTE/FODP panels in control room for integration with the existing FOTE 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. 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 and FODP can be accommodated in same panel to optimize space.

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

C.4.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install and commission required No. of Phasor Measurement Units (PMUs) at all the locations under the scope 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. 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 RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

Annexure-F.1

Next Generation Firewall (NGFW)

TSP shall provide 2 NGFW one in Main and another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE and 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 and 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

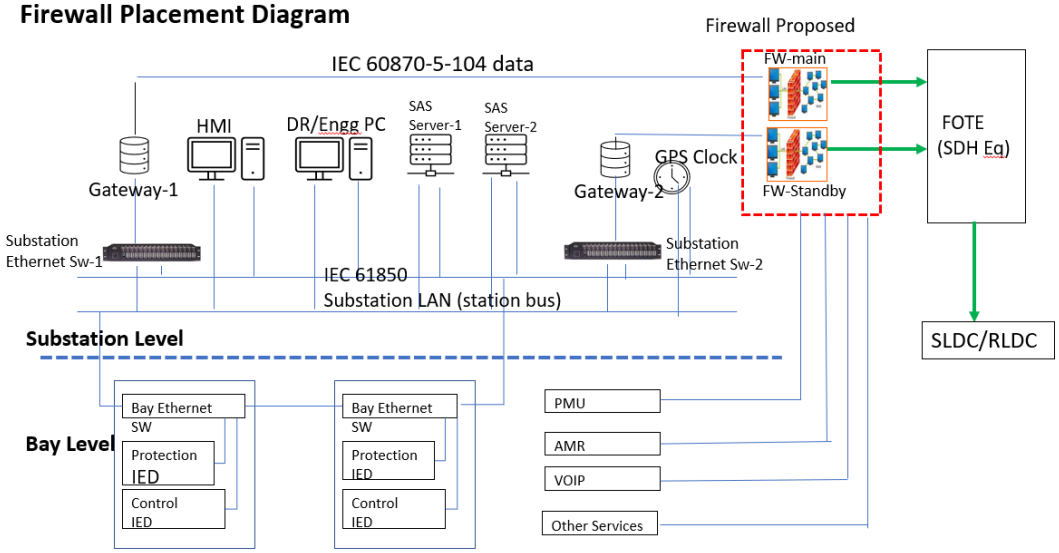
Specifications of Next Generation Firewall (NGFW)

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) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.
2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and 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 and 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



Annexure-H

Frequently Asked Queries:

1.0 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 the shutdown of ISTS lines is concerned the same can be availed by approaching the 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 3.0 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.

2.0 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 We presume that the O&M for the end Termination bays will be in the scope of the TSP and TSP shall not be liable for any payment towards O&M to the existing owner of the substation. Kindly confirm.

Reply: Operation and maintenance of the bays is solely the responsibility of the TSP. Further, Operation and maintenance of the bays is solely responsibility of the TSP. TSP shall follow CEA's "Operation and Maintenance (O&M) guidelines and Standard Format for Memorandum of Understating between New TSP and Existing TSP" issued by CEA vide its letter No. I/28514/2023 dated 22.06.2023. 2.3 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 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 in adjacent to the 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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)

2.9 Please clarify the Status of land acquisition for Substations. Whether the lands have been acquired by BPC and will be transferred to TSP.

Reply: The acquisition of land for substation is in the scope of TSP.

2.10 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).

2.12 Please clarify whether the spare 765kV 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 765kV CB shall also be provided with spare 1-Ph reactor for utilizing with bus reactor as well as switchable line reactor.

2.13 It is understood that existing busbar protection has provision for future bays and also PUs is 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

3.0 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 CTU.

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 is the OPGW laying done in case of LILO lines?

Reply: In case LILO lines are on same towers (e.g. both Line in and Line Out portion are on same towers, generally done LILO of S/C lines). Then 2x24F OPGW shall be required to install by TSP on both earthwire peak on 400 kV and 765 kV lines where two E/W peaks are available. On 220 & 132 kV lines where only one E/W peak is available TSP to install one No. 48F OPGW.

Incase LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines). Then 1x24F OPGW shall be required to install by TSP on one earthwire peak and conventional earthwire on second earthwire peak, on both Line In and Line Out portion towers of 400 kV and 765 kV lines. On 220 kV and 132 kV lines where only one E/W peak is available TSP to install one No. 24F OPGW in place of conventional earthwire.

3.4 How is the OPGW laying done in the case of Multi circuit Towers?

Reply: In case two different lines are using common multi circuit portion for some distance (originating from different stations, may be terminating on same or on different stations). Two No. 24F OPGW to be installed on both E/W peaks for common M/C portion of 765 kV and 400 kV lines.

Incase 220/132 kV lines using multi circuit portion where single E/W peak is available one No. 48F may be installed for common multi circuit portion.

3.5 How PMUs are 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

3.6 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.

3.7 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.

3.8 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.

3.9 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.

4.0 Planning :

4.1 Whether the Project/ Elements are eligible for early commissioning incentive as per MoP, GoI order dated 15.07.2015.?

Reply: Commissioning is to be done as per the timeline mentioned in RfP. However, early commissioning shall be treated as per applicable CERC Regulations/orders.

Amendment No. 1 (dated: 27.06.2025) to RFP Documents "Network Expansion Scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"

Sr. No	Clause No.	Existing Clause	New/Revised Clause
1.	Term "Bid Bond" under "DEFINITIONS" of RfP Document	"**Bid Bond**" shall mean the unconditional and irrevocable bank guarantee for Rupees …… (Rs……) only [Bid Bond would be computed @ 2% of the required aggregate capital cost of projects/ aggregate payments received for the projects as calculated under Clause 2.1.2. of RFP document], to be submitted along with the Technical Bid by the Bidder under Clause 2. 11 of this RFP, as per the format prescribed in Annexure 14;	**"Bid Bond"** shall mean the unconditional and irrevocable" bank guarantee or unconditional and irrevocable Insurance Surety Bond issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) or Payment on Order Instrument for Rupees…….. (Rs……) Only [Bid Bond would be computed @ 2% of the required aggregate capital cost of projects/ aggregate payments received for the projects as calculated under Clause 2. 1. 2 of RFP Document], to be submitted along with the Technical Bid by the Bidder under Clause 2. 11 of this RFP, as per the format prescribed in Annexure 14 (for Bank Guarantee) or Annexure 14A (for Insurance Surety Bond) or Annexure 14B (for Payment on Order);
2.	New term "Payment on Order Instrument" Under "DEFINITIONS " , After term "Parent Company" of RfP Document	[New Term]	"**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 Long Term Transmission Users 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). Long Term Transmission Users shall not accept the instrument of 'Letter of Undertaking' as described above or in any other from, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.

Sr. No	Clause No.	Existing Clause	New/Revised Clause
3.	Para 14 of "ANNEXURE 1- COVERING LETTER" of RfP Document	**Bid Bond** We have enclosed a Bid Bond of Rupees……Crores (Rs…….……) only or US$ ……(……US Dollars), in the form of bank guarantee no ……[Insert number of the Bank Guarantee] dated…….. [Insert Date of the Bank Guarantee] as per your proforma (Annexure-14) from…….. [Insert name of bank providing Bid Bond] and valid up to …… ……..in terms of Clause 2. 11 of the RFP. Or We have enclosed a Bid Security Declaration as per your proforma (Annexure-14A) [To be inserted for projects wherein RFP has been issued before 31.12.2021 otherwise to be deleted]	**Bid Bond** We have enclosed a Bid Bond of Rupees……Crores (Rs ……) only or US$ ……(……US Dollars), in the form of- bank guarantee no ……[Insert number of the Bank Guarantee] dated…….. [Insert Date of the Bank Guarantee] as per your proforma (Annexure-14) from…….. [Insert name of bank providing Bid Bond] and valid up to ……..in terms of Clause 2. 11 of the RFP. Or In the form of insurance surety bond no……..[Insert number of the Insurance Surety Bond] dated……..[Insert Date of the Insurance Surety Bond] as per your proforma (Annexure-14A from ……[Insert name of Insurance Company providing Insurance Surety bond] and valid up to…….in terms of Clause 2.11 of the RFP or in the form of Payment on Order Instrument no. …… [Insert number of the Instrument] "dated……..[Insert Date of the Instrument] as per your proforma (Annexure-14B) …… [Insert name of company issuing Payment on Order Instrument] and valid up to …….. in terms of Clause 2.11 of the RFP.
4.	Clause 2.12.1 of RfP Document	Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission Users the Contract Performance Guarantee for an amount of Rs……. Crore (Rupees…….. Only) [Contract Performance Guarantee would be computed @ 5% of the required aggregate capital cost of projects/ aggregate payments received for the project as calculated under Clause 2.1.2 of	Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission Users the Contract Performance Guarantee for an amount of Rs. …….Crore (Rupees……Only [Contract Performance Guarantee would be computed @ 5% of the required aggregate capital ~~cost of pro~~jects/ aggregate payments received for the project as calculated under Clause 2.1.2 of RFP Document]. 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

Sr. No	Clause No.	Existing Clause	New/Revised Clause
		RFP Document]. However, this value would be computed @ 3% of the required aggregate capital cost of projects/aggregate payments received for the projects as calculated under Clause 2.1.2 of RFP Document for the projects for which RFP has been issued till 31.12.2021]. The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.	be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The contract Performance Guarantee shall be issued by Any of the banks listed in Annexure-17 as per format given at Annexure-15 or Any of the insurance companies authorized by Insurance Regulatory and Development Authority of India as per format given at Anbnexure-15 A or PFC/REC/IREDA as per Payment on Order Instrument format given at Annexure-15 B.
5.	Annexure 14 A- FORMAT OF THE BID SECURITY DECLARATION [VALID TILL RFP ISSUED ON OR BEFORE 31.12.2021] of RfP Document	As per existing Annexure 14 A	As per new **Annexure 14 A-** FORMAT OF INSURANCE SURETY BOND FOR BID SECURITY (**Annex-1**).
6.	New Annexure 14-B in RfP Document	[New Annexure]	As per **Annexure 14 B-** FORMAT OF PAYMENT ON ORDER INSTRUMENT FOR BID SECURITY (**Annex-2**).
7.	New Annexure 15-A in RfP Document	[New Annexure]	As per Annexure 15 A- FORMAT OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE GUARANTEE (**Annex-3**).
8.	New Annexure 15-B in RfP Document	[New Annexure]	As per Annexure 15 B- FORMAT OF PAYMENT ON ORDER INSTRUMENT FOR CONTRAT PERFORMANCE GUARANTEE (**Annex-4**).
9.	Term "Contract Performance Guarantee" under	**"Contract Performance Guarantee**" shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the	"**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

Sr. No	Clause No.	Existing Clause	New/Revised Clause
	"DEFINITIONS" of TSA Document	Selected Bidder on the Long Term Transmission Users from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;	TSP to the Long Term Transmission Users 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;
10.	New term "Payment on Order Instrument" under "DEFINITIONS", after term "Parent Company" of TSA Document	[New Term]	**"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 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 Long Term Transmission Users 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). Long Term Transmission Users 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.
11.	New Schedule 8A in TSA Document	[New Schedule]	As per **Schedule 8A –** FORMAT OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE GUARANTEE (**Annex-3**).
12.	New Schedule 8B in TSA Document	[New Schedule]	As per **Schedule 8B –** FORMAT OF PAYMENT ON ORDER INSTRUMENT FOR CONTRACT PERFORMANCE GUARANTEE (**Annex-4**).

Sr. No	Clause No.	Existing Clause	New/Revised Clause
13.	**Clause 7.1 of Annexure B of RfP Document**	The BPC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given). **Shri Rajiv Ranjan** R/o No. 170, 11th Cross, 3rd Main, RMV Stage 2, Dollars Colony Bengaluru North Bengaluru-560094 Mob No – 9448147003 Email ID- rranjan68@gmail.com **Shri Jeyakodi Virusankulam Kumarasamy, IAS (Retd.)** R/o 3F, Orchid Villa, 6" Avenue, Harrington Road, Chetpet, Chennai-600031 Mob No – 9176699444 Email ID- jeyakodivk@gmail.com	The BPC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given). **Shri Jeyakodi Virusankulam Kumarasamy, IAS (Retd.)** R/o 3F, Orchid Villa, 6" Avenue, Harrington Road, Chetpet, Chennai-600031 Mob No – 9176699444 Email ID- jeyakodivk@gmail.com **Shri Sanjiv Garg IRTS (Retd.)** A-14/1, Vasant Vihar, New Delhi-110057. Mob No – 9818798390 Email ID- sanjivgarg.india@gmail.com

ANNEXURE 14 A - FORMAT OF THE SURETY BOND FOR BID SECURITY

FORMAT OF THE SURETY BOND

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for _____[Name of Project] on build, own, operate and transfer basis, in response to the RFP dated _____ issued by _____[Name of BPC], and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of ……. [Insert the name of the Bidder] as per the terms of the RFP, the [Insert name of Surety Insurer issuing the surety bond and address of Head Office] (hereinafter referred to as "Surety Insurer") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____[Name of BPC] or its authorized representative at _____[Address of BPC] forthwith on demand in writing from _____[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore) (the "Surety Bond"),on behalf of M/s…….[Insert name of the Bidder].

This surety bond shall be valid and binding on the Surety Insurer up to and including …… [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Surety Insurer 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 concerned parties.

Our liability under this Surety Bond is restricted to Rupees _____ Only (Rs ____ Crore). The Surety Bond shall remain in force until ……..[Date to be inserted on the basis of Clause 2.11 of this RFP]. _____ [Name of BPC] or its authorized representative shall be entitled to invoke this Surety bond until …… [Insert Date, which is one hundred eighty (180) days after the date in the preceding sentence]. The Surety Insurer hereby expressly agrees that it shall not require any proof except for the written demand from _____ [Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Surety Insurer, in order to make the said payment to _____ [Name of BPC] or its authorized representative.

The Surety Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Surety Insurer shall not require _____ [Name of BPC] or its authorized representative to justify the invocation of this surety bond, nor shall the Surety Insurer have any recourse against _____ [Name of BPC] or its authorized representative in respect of any payment made hereunder.

This Surety Bond shall be interpreted in accordance with the laws of India.

The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein.

This Surety Bond 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 Insurer.

This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly _____[Name of BPC] or its authorized representative shall not be obliged before enforcing this Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by _____[Name of BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until …… [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of one hundred eighty (180) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if _____ [Name of BPC] or its authorized representative serves upon us a written claim or demand.

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.

ANNEXURE 14B - Format of Payment on Order Instrument to be issued by IREDA/REC/PFC

(to be submitted separately for each Project)

No. Date

…..... [Insert name of BPC]

Reg: M/s_____(insert name of the bidding entity) **- Issuance of Payment on Order Instrument for an amount of Rs._____**

Dear Sir,

1. At the request of M/s……. (Insert name of the bidding entity), this Payment on Order Instrument (POI) for an amount of Rs……. (Rupees (In words)) is being issued by M/s. (Insert Name of the POI issuing Agency) ('IREDA/REC/PFC'). This Payment on Order Instrument comes into force immediately.
2. In consideration of the ……. [Insert name of the Bidding Entity] (hereinafter referred to as 'Bidder') submitting the response to RFP issued by [Insert name of BPC] for the project …… [Insert name of the project] and [Insert name of BPC] considering such response to the RfP of M/s…….. [Insert the name of Bidding Entity] as per the terms of the RFP, the …….. [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to [Insert name of BPC] at [Insert Name of the Place from the address of the BPC] forthwith without demur on demand in writing from …… [Insert name of BPC] or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Insert amount not less than the bid bond value indicated in RFP] only, on behalf of M/s. [Insert name of the Bidding Entity].
3. In consideration of the above facts, IREDA/REC/PFC, having its registered office at …… agrees to make payment for the sum of Rs (in words ……) to …….. [Insert name of BPC] on the following conditions:

(a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from [Insert name of BPC] within the validity period of this letter as specified herein;

(b) The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by them against [Insert name of BPC];

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired, and discharged by virtue of change in its constitution and specific liability under this POI shall be binding on its successors or assignors;

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/impaired/discharged by any extension of time or variation and alteration made, given or agreed with or without knowledge or consent of the parties ([Insert name of BPC] and Bidder), subject however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

(e) This Payment on Order Instrument can be invoked either partially or fully, till the date of validity;

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by [Insert name of BPC] made in any format within the validity period. IREDA/REC/PFC shall not require [Insert name of BPC] to justify the invocation of the POI against the Bidder, to make any claim against or any demand against the Bidder or to give any notice to the Bidder;

(g) The POI shall be the primary obligation of IREDA/REC/PFC and …….. [Insert name of BPC] shall not be obliged, before enforcing the POI, to take any action in any court or arbitral proceedings against the Bidder;

(h) The POI shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other changes in constitution of IREDA/REC/PFC;

(i) Neither the …….. [Insert name of BPC] is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against the …….. [Insert name of BPC] in respect of the payment made under this POI.

4. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to [Insert the date of validity of the POI as per Clause 2.11.1 of the RFP], with an additional claim period of three hundred and sixty-five (365) days thereafter and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs……. and IREDA/REC/PFC shall in no case be liable for any interest, costs, charges, and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

5. In pursuance of the above, IREDA/REC/PFC and [Insert name of BPC] have signed an Umbrella Agreement dated …… setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to …….. [Insert name of BPC] and the said terms and conditions shall be read as a part of this POI issued for the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s……

(Name of the POI issuing agency)

( )

General Manager

Copy to

M/s……. as per their request

( )

General Manager

ANNEXURE 15A to the RfP

SCHEDULE 8A of TSA

(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 Long Term Transmission Users, 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 Long Term Transmission Users at[Insert Place and Address of the Long Term Transmission Users indicated in Transmission Service Agreement, or to the designated Bank Account of the Long Term Transmission Users, namely……..] forthwith on demand in writing from the Long Term Transmission Users, 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 Long Term Transmission Users 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 Long Term Transmission Users, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Long Term Transmission Users 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 Long Term Transmission Users, 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 Long Term Transmission Users.

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 Long Term Transmission Users 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 Long Term Transmission Users, 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 Long Term Transmission Users on the Surety shall be conclusive and binding not withstanding any difference between the Long Term Transmission Users 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 Long Term Transmission Users and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Long Term Transmission Users 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 Long Term Transmission Users to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Long Term Transmission Users 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 Long Term Transmission Users 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 obligations 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 Long Term Transmission Users and the Long Term Transmission Users 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 Long Term Transmission Users 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 Long Term Transmission Users and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Users to any entity to whom the Long Term Transmission Users 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 Long Term Transmission Users 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 Long Term Transmission Users 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 Long Term Transmission Users 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.

ANNEXURE 15B to the RfP

SCHEDULE 8B of TSA

(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 Long Term Transmission Users, 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 Long Term Transmission Users at..... [Insert Place and Address of the Long Term Transmission Users indicated in Transmission Service Agreement, or to the designated Bank Account of the Long Term Transmission Users, namely……..] forthwith on demand in writing from the Long Term Transmission Users, 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 Long Term transmission Users 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 Long Term Transmission Users 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 Long Term Transmission Users, 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 Long Term Transmission Users without reference to the TSP.

9. Any such demand made by the Long Term Transmission Users on the Guarantor shall be conclusive and binding not withstanding any difference between the Long Term Transmission Users 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 Long Term Transmission Users and further agrees that the POI herein contained shall continue to be enforceable till the Long Term Transmission Users 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 Long Term Transmission Users to justify the invocation of this POI, nor shall the Guarantor have any recourse against the Long Term Transmission Users 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 Long Term Transmission Users and the Long Term Transmission Users 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 Long

Term Transmission Users 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 Long Term Transmission Users and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Users to any entity to whom the Long Term Transmission Users is entitled to assign its rights and obligations under the Transmission Service Agreement.
16. The Guarantor hereby agrees and acknowledges that the Long Term Transmission Users 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 Long Term Transmission Users 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

Amendment - 2 dated 25.07.2025 to
RFP documents for Selection of Bidder as Transmission service provider for
"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"

<table>
<tr><th>Sl No</th><th>Clause No.</th><th>Existing Provisions</th><th>Revised Provisions</th></tr>
<tr><td>1.</td><td>Relevant Clauses of RfP and TSA</td><td>
Scope of the Transmission Scheme:
<table>
<tr><th>Sl.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1</td><td>Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.
• 400/220 kV, 500 MVA, ICT – 2 Nos.
• 400/132 kV, 300 MVA, ICT – 2 Nos.
• 125 MVAr, 400 kV Bus Reactor - 1 No
• 400 kV ICT bays – 4 Nos.
• 220 kV ICT bays – 2 Nos.
• 132 kV ICT bays – 2 Nos.
• 400 kV line bays – 2 Nos.
• 220 kV line bays – 4 Nos.
• 132 kV line bays – 2 Nos
• 400 kV reactor bay– 1 No.
Future Provisions
• 220 kV line bay for Solar Generators 8 Nos.
• 132 kV line bay for Solar Generators 8 Nos.</td><td>24 Months</td></tr>
<tr><td>2</td><td>…</td><td></td></tr>
<tr><td>3</td><td>…</td><td></td></tr>
</table>
</td><td>
Scope of the Transmission Scheme:
<table>
<tr><th>Sl.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1</td><td>Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.
• 400/220 kV, 500 MVA, ICT – 2 Nos.
• 400/132 kV, 300 MVA, ICT – 2 Nos.
• 125 MVAr, 400 kV Bus Reactor -1 No
• 400 kV ICT bays – 4 Nos.
• 220 kV ICT bays – 2 Nos.
• 132 kV ICT bays – 2 Nos.
• 400 kV line bays – 2 Nos.
• 220 kV line bays – 4 Nos.
• 132 kV line bays – 2 Nos
• 400 kV reactor bay– 1 No.
• 220 kV Transfer Bus Coupler- 1 set
• 220 kV Bus Coupler-1 Nos
• 132 kV Bus Sectionalizer Bay- 1 set
Future Provisions
• 220 kV line bay for Solar Generators 8 Nos.
• 132 kV line bay for Solar Generators 8 Nos.</td><td>24 months</td></tr>
<tr><td>2</td><td>..</td><td></td></tr>
<tr><td>3</td><td>…</td><td></td></tr>
</table>
</td></tr>
</table>

<table>
<tr>
<td>2.</td>
<td>Clause No A.7.0 of RfP and TSA</td>
<td>The relevant conductor configuration shall be as follows: -
Type of conductor: Moose, Quad
Basic parameters:
<table>
<tr><th>Transmission line</th><th>ACSR
Conductor specified</th></tr>
<tr><td>400 kV D/C (Quad Bundled) Transmission Lines</td><td>0.5 Moose:
Stranding :54/3.53 mm-Al + 7/3.53 mm-Steel,
Overall diameter of conductor 31.77 mm
Overall cross sectional area of conductor: 528.5 mm2,
Maximum DC Resistance at 20°C (Ω/km):0.05552
Minimum UTS: 161.20 kN</td></tr>
<tr><td>220 kV D/C Transmission Lines</td><td>…</td></tr>
<tr><td>132 kV D/C Transmission Line</td><td>…</td></tr>
</table>
</td>
<td>The relevant conductor configuration shall be as follows: -
Type of conductor: Moose, Quad
Basic parameters:
<table>
<tr><th>Transmission line</th><th>ACSR Conductor specified</th><th>Equivalent AAAC conductor based on 53% conductivity of Al Alloy</th><th>Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*</th><th>Sub-conductorSpacing</th></tr>
<tr><td>400 kV D/C (Quad Bundled) Transmission Lines</td><td>Moose:
Stranding
54/3.53 mm-Al + 7/3.53 mm- Steel, 31.77 mm Dia

528.5 mm2 Aluminium area

Maximum DC Resistance at 20°C (Ω/km):0.05552

Minimum UTS: 161.20 kN</td><td>Stranding details:

61/3.55 mm 31.95 mm Dia;

604 mm2Aluminium alloy area

Maximum DC Resistance at 20°C (Ω/km): 0.05506

Minimum UTS: 159.80 kN</td><td>Stranding details:

61/3.31 mm 29.79 mm Dia;

525 mm2 Aluminium alloy area

Maximum DC Resistance at 20°C (Ω/km): 0.0566

Minimum UTS: 124.70 kN</td><td>457 mm</td></tr>
<tr><td>220 kV D/C Transmission Lines</td><td colspan="4">…</td></tr>
</table>
</td>
</tr>
</table>

<table>
<tr><td></td><td></td><td></td><td><table><tr><td>132 kV D/C Transmission Line</td><td>…</td></tr></table></td></tr>
<tr><td>3.</td><td>Clause No A.8.0 of RfP and TSA</td><td>The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400 kV lines shall not be less than 8 m.</td><td>The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400 kV lines shall not be less than 8 m.
The required phase to phase spacing and horizontal spacing for 220kV line shall be governed by the tower design as well as minimum live metal clearances for 220kV voltage level under different insulator swing angles. However, the phase to phase spacing for 220kV D/C line shall not be less than 5.0 m</td></tr>
<tr><td>4.</td><td>Clause No A.9.0 of RfP and TSA</td><td>…
I. Minimum live metal clearances for 400 kV line:
…</td><td>…
I. Minimum live metal clearances for 400 kV line:
…
II. Minimum live metal clearances for 220 kV line:
a) Under stationary conditions: From tower body: 2.13m
b) Under swing conditions:<table><tr><th>Wind pressure Condition</th><th>Minimum electrical clearance</th></tr><tr><td>a) Swing angle (15)°</td><td>1.98 mtrs</td></tr><tr><td>b) Swing angle (30)°</td><td>1.83 mtrs</td></tr><tr><td>c) Swing angle (45°)</td><td>1.675 mtrs</td></tr></table>c) Minimum ground clearance: 7.015 m
d) Minimum mid span separation between earth-wire and conductor: 8.5 m
e) However, the phase spacing for 220 kV D/C Line shall be not less than 5.0 m.</td></tr>
</table>

<table>
<tr>
<td></td>
<td></td>
<td></td>
<td>…
III.Minimum live metal clearances for 132 kV line:
a) Under stationary conditions : From tower body: 1.53m
b) Under swing conditions:
<table>
<tr><th>Wind pressure Condition</th><th>Minimum electrical clearance</th></tr>
<tr><td>a) Swing angle (15°)</td><td>1.53 mtrs</td></tr>
<tr><td>b) Swing angle (30°)</td><td>1.37 mtrs</td></tr>
<tr><td>c) Swing angle (45°)</td><td>1.22 mtrs</td></tr>
<tr><td>d) Swing angle (60°)</td><td>1.07 mtrs</td></tr>
</table>
c) Minimum ground clearance: 6.1 m
d) Minimum mid span separation between earthwire and conductor: 6.1 m
e) However, the phase spacing for 132kV D/C Line shall be not less than 4.0 m.
Further, Shielding angle shall not exceed 30 deg for 220 kV D/C lines and 132 kV D/C lines.</td>
</tr>
</table>

5.	**RfP Document ANNEXURE B Draft Pre-Award Integrity Pact**	…. WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service. …….	…. WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District** " on build, own, operate and transfer (BOOT) basis and to provide Transmission Service. …….
6.	**Clause 2.12 of RFP**	2.12. Contract Performance Guarantee 2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the **Nodal Agency** the Contract Performance Guarantee for an amount of Rs. 27.85 Crore (Rupees Twenty Seven Crore and Eighty-five lakh Only). The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.	2.12. Contract Performance Guarantee 2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the **Long Term Transmission System Users** the Contract Performance Guarantee for an amount of Rs. 27.85 Crore (Rupees Twenty Seven Crore and Eighty-five lakh Only). The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.
7.	**Clause 2.15.2 of RFP**	Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall: a) provide the Contract Performance Guarantee in favour of the **Nodal Agency** as per the provisions of Clause 2.12; b) …….. …..	Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall: a) provide the Contract Performance Guarantee in favour of the **Long Term Transmission System Users** as per the provisions of Clause 2.12; b) …….. …..

8.	**ANNEXURE 6 of RFP - Format for Consortium Agreement**	…….. 15. It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the TSP in favor of the **Nodal Agency**, as stipulated in the RFP and Transmission Service Agreement. ……	…… 15. It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the TSP in favor of the **Long Term Transmission System Users**, as stipulated in the RFP and Transmission Service Agreement. ……
9.	**ANNEXURE 15 of RFP – Format for Contract Performance Guarantee**	All instances of the following terms are to be replaced **"Nodal Agency"**	New term to be replaced against the term "Nodal Agency" **"Long Term Transmission System Users"**
10.	**Clause 6.3.1 of TSA**	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)…… a…….. b… …c … … 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.	6.3.1 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)…… a…….. b…….. c……. 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. **For the avoidance of doubt, it is specified that the charges payable under this Article 6.3.1 shall be paid by the Long Term Transmission System Users (LTTSUs) in proportion to their then Allocated Project Capacity.**

11.	**Clause 14.2.1 of TSA**	(a) The TSP shall, subject to the Long Term Transmission System User's compliance with Article 14.2.1 (b), indemnify….. (b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the Long Term Transmission System Users 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 Long Term Transmission System Users of all actions taken in such proceedings or claims. (c) If the TSP fails to notify the Long Term Transmission System Users within twenty-eight (28) days after receipt of such notice from the Long Term Transmission System Users under Article 14.2.1(b) above, …….	a) The TSP shall, subject to the Long Term Transmission System User's compliance with Article 14.2.1 (b), indemnify….. (b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the **Lead** Long Term Transmission System User 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 Long Term Transmission System Users of all actions taken in such proceedings or claims. (c) If the TSP fails to notify the **Lead** Long Term Transmission System User within twenty-eight (28) days after receipt of such notice from the Long Term Transmission System Users under Article 14.2.1(b) above,…….
12.	**Clause 14.2.2 of TSA**	(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall …… (b) …….. (c) If the Lead Long Term Transmission System User 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 Long Term Transmission System Users. Unless the Long Term Transmission System Users 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.	(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall …… (b) …….. (c) If the Lead Long Term Transmission System User 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 Long Term Transmission System Users. Unless the **Lead** Long Term Transmission System User 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 **Lead** Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.	(d) The TSP shall, at the Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.
13.	**Clause 18.1 of TSA**	The Long Term Transmission System Users 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.	The **Lead** Long Term Transmission System User 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.
14.	**Clause 18.3 of TSA**	The fee and charges of the Independent Engineer shall be paid by the Long Term Transmission System Users as per terms & conditions of appointment.	The fee and charges of the Independent Engineer shall be paid by the **Lead** Long Term Transmission System User as per terms & conditions of appointment.
15.	**Clause 18.4.1 of TSA**	18.4.1 The Long Term Transmission System Users 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 Long Term Transmission System Users and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Long Term Transmission System Users shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Long Term Transmission System Users is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Long Term Transmission System Users shall appoint forthwith another Independent Engineer.	18.4.1 The **Lead** Long Term Transmission System User may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer. 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 **Lead** Long Term Transmission System Users and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the **Lead** Long Term Transmission System User shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of **Lead** Long Term Transmission System User is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the **Lead** Long Term Transmission 18.4.2 System User shall appoint forthwith another Independent Engineer.

16.	**Clause 18.5 and of TSA**	The Long Term Transmission System Users shall require the Independent Engineer to designate and notify to the Long Term Transmission System Users 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.	The **Lead** Long Term Transmission System User shall require the Independent Engineer to designate and notify to the **Lead** Long Term Transmission System User 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.
17.	**Clause 19.2 of TSA**	19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, 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 Long Term Transmission System Users would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required	19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, 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 **Lead** Long Term Transmission System User would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required

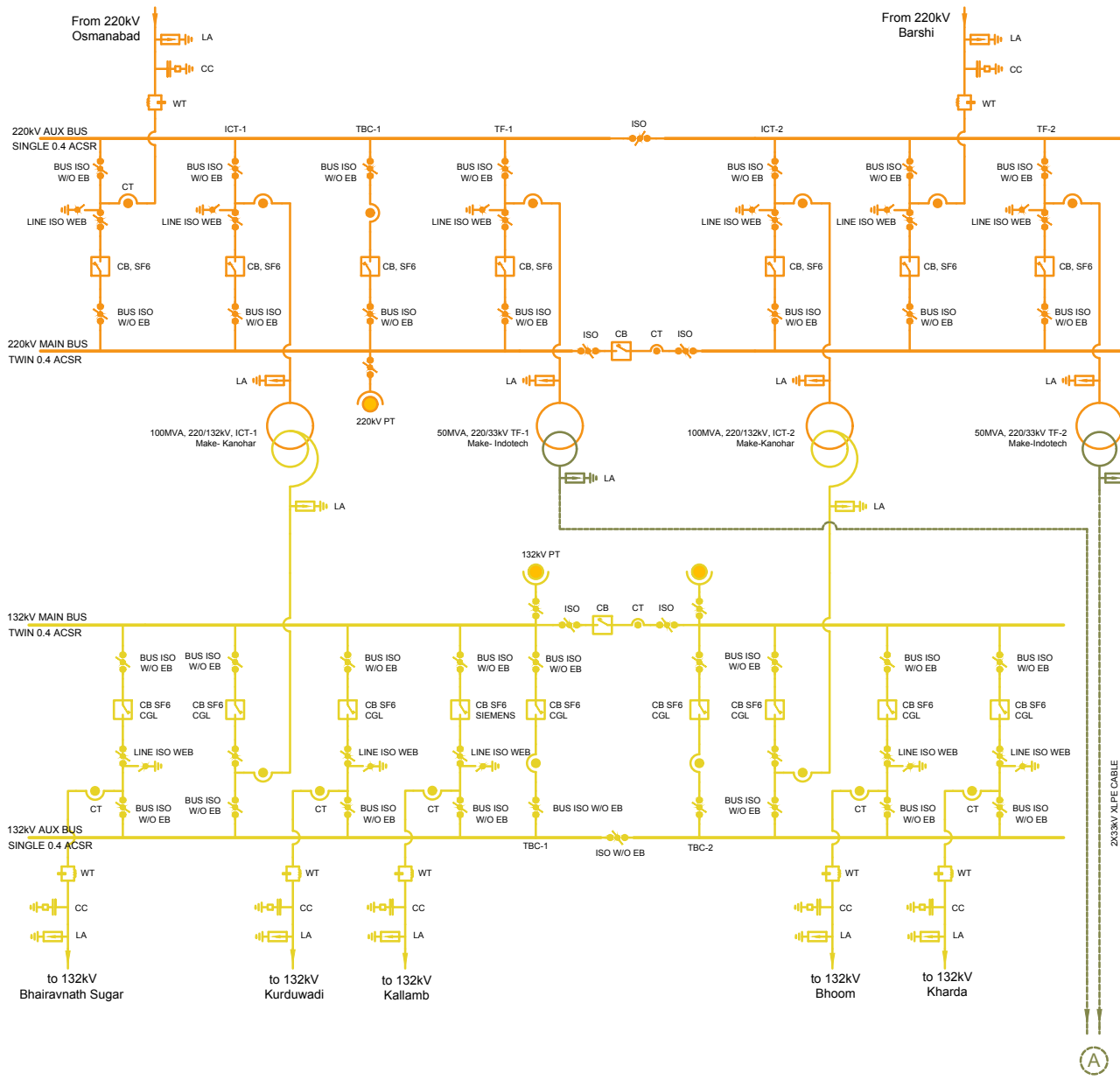
Sr No	Particulars	132 kV Kallam	220 kV Paranda	220 kV Manjarsumbha
1	Availability of space for C&R Panels in existing Control room(Yes/No)	yes	Proposed ICT-3 BCR room will have space for Line Panel. LOI issueed for ICT-3. Otherwise BCR to be constructed .	Yes
2	Availability of spare feeders in ACDB and DCDB(Yes/No)	no	Yes	ACBD -Yes DCBD -No
3	Availability of space in existing cable trench for extension work(Yes/No)	yes	Yes	No
4	Make and model of Busbar protection scheme	NA	Busbar make Easun Reyrolle Easun Reyrolle Type CSC150	Make - ALSTOM Model- P741 Sr No- P741336A6MO510K
5	Make and model of SAS and VMS with drawing if any	NA	SAS make Easun Reyrolle	SAS Make- ALSTOM TSD (GE) Software Version- SCE 5.12.1.0 VMS- NA
6	Availability of CU and PU for the bays under present scope of extension work.(Yes/No)	NA	CU- 87M1 and 87M2	Yes
7	Sufficiency of existing battery, DG set, battery charger and LT transformer capacity for extension work(Yes/No)	yes ,DG set not available,battery set required to replace,48 v abattery charger required to replace.	DG set Not Avaliable Battery Set 220V DC 300AH, LT 33/0.4 200 VA Station Transformer One healthy One Failed. Yes extention possible .	Yes
8	Space in existing cable trench	no	BCR System New cable trench required upto BCR only . DCDB & ACDB cable space avalibale	Yes
9	Whether the adjacent gantry is suitable for Bay extension or not.(Yes/No)	yes	Yes	-
10	At existing busbar protection provision for future bays and also PUs for future bays(Yes/No)	no	YES ,Integration required make Easun Reyrolle Type Simplex/008	Yes
11	1. Details regarding existing FOTE: *1. Make:* *2. Model:* *3. Capacity:* *4. Spare optical port availability:*	not available	not available	not available
11	*ii) Availability of PLCC if yes provide the details* *1. Make:* *2. Model:* *3. Capacity:* *4. Spare optical port availability:*	*Available and the details are included in a separate attachment.*	*Available and the details are included in a separate attachment.*	*Available and the details are included in a separate attachment.*
12	OPGW availability (Yes/No)	na	no/NA	No
13	OPGW-fibre Nos	na	NA	NA
	Require Drawings/Documents of Following			
14	GA , SLD and Layout of the existing Substation with scope of work clearly marked on it.	SLD ,& layout available.	File Attached	Attached
15	Earthmat layout	not available	Not Avalible (Earthing Strips used for Earth Mat 75 x 12 mm, MS as per MSETCL Specification)	NA

220KV Paranda Substation							
Sr No	**Particulars**						
1	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of SAS if yes provide the details- MAKE-SIFANG*
	220 kV Barshi Line	220 kV Dharashiv Line	132 kV Bhairavnath	132 kV Kurduwadi	132 kV Bhoom	132 kV Kharda	
	Make:ABB	*Make:ABB*	*Make:ABB*	*Make:ABB*	*Make:ABB*	*Make:ABB*	
	Model:A17782	*Model:A17784*	*Model:A20320*	*Model:A17788*	*Model:A17786*	*Model:A17795*	
	Capacity: NA	*Capacity: NA*	*Capacity: NA*	*Capacity: NA*	*Capacity: NA*	*Capacity: NA*	
	Spare optical port availability:NOT AVAILABLE	*Spare optical port availability:NOT AVAILABLE*	*Spare optical port availability:NOT AVAILABLE*	*Spare optical port availability:NOT AVAILABLE*	*Spare optical port availability:NOT AVAILABLE*	*Spare optical port availability:NOT AVAILABLE*	
2	OPGW availability (Yes/No)-NO	OPGW availability (Yes/No)-NO	OPGW availability (Yes/No)-NO	OPGW availability (Yes/No)-NO	OPGW availability (Yes/No)-NO	OPGW availability (Yes/No)-NO	
3	OPGW-fibre Nos -NA	OPGW-fibre Nos -NA	OPGW-fibre Nos -NA	OPGW-fibre Nos -NA	OPGW-fibre Nos -NA	OPGW-fibre Nos -NA	
4	Details regarding existing FOTE:	Details regarding existing FOTE:	Details regarding existing FOTE:	Details regarding existing FOTE:	Details regarding existing FOTE:	Details regarding existing FOTE:	
5	*Make:NA*	*Make:NA*	*Make:NA*	*Make:NA*	*Make:NA*	*Make:NA*	
6	*Model:NA*	*Model:NA*	*Model:NA*	*Model:NA*	*Model:NA*	*Model:NA*	
7	*Capacity:NA*	*Capacity:NA*	*Capacity:NA*	*Capacity:NA*	*Capacity:NA*	*Capacity:NA*	
8	*Spare optical port availability:NA*	*Spare optical port availability:NA*	*Spare optical port availability:NA*	*Spare optical port availability:NA*	*Spare optical port availability:NA*	*Spare optical port availability:NA*	

220KV Manjersumbha Substation			
Sr No	**Particulars**		
1	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of SAS if yes provide the details- MAKE-ALSTOM*
	220 kV Beed ckt 2	220 kV Patoda Line	
	Make:ABB	*Make:ABB*	
	Model:A19630	*Model:CG1507140169*	
	Capacity: NA	*Capacity: NA*	
	Spare optical port availability:NOT AVAILABLE	*Spare optical port availability:NOT AVAILABLE*	
2	OPGW availability (Yes/No)-NO	OPGW availability (Yes/No)-NO	
3	OPGW-fibre Nos -NA	OPGW-fibre Nos -NA	
4	Details regarding existing FOTE:	Details regarding existing FOTE:	
5	*Make:NA*	*Make:NA*	
6	*Model:NA*	*Model:NA*	
7	*Capacity:NA*	*Capacity:NA*	
8	*Spare optical port availability:NA*	*Spare optical port availability:NA*	

132 Kv Kallamb Substation			
Sr No	**Particulars**		
1	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of PLCC if yes provide the details*	*ii) Availability of SAS if yes provide the details- MAKE-ASHIDA*
	132 kV Kallamb TSS Line	132 kV Kaij Line	
	Make:ABB ETL 600	*Make:ABB*	
	Model:A30851	*Model:*	
	Capacity: NA	*Capacity: NA*	
	Spare optical port availability:NOT AVAILABLE	*Spare optical port availability:NOT AVAILABLE*	
2	OPGW availability (Yes/No)-NO	OPGW availability (Yes/No)-NO	
3	OPGW-fibre Nos -NA	OPGW-fibre Nos -NA	
4	Details regarding existing FOTE:	Details regarding existing FOTE:	
5	*Make:NA*	*Make:NA*	
6	*Model:NA*	*Model:NA*	
7	*Capacity:NA*	*Capacity:NA*	
8	*Spare optical port availability:NA*	*Spare optical port availability:NA*	

COLOR CODE As per IS: 11954-1987	
400KV	:SIGNAL RED
220KV	:LIGHT ORANGE
132KV	:LEMON
33KV	:OLIVE GREEN
11KV	:AIRCRAFT BLUE



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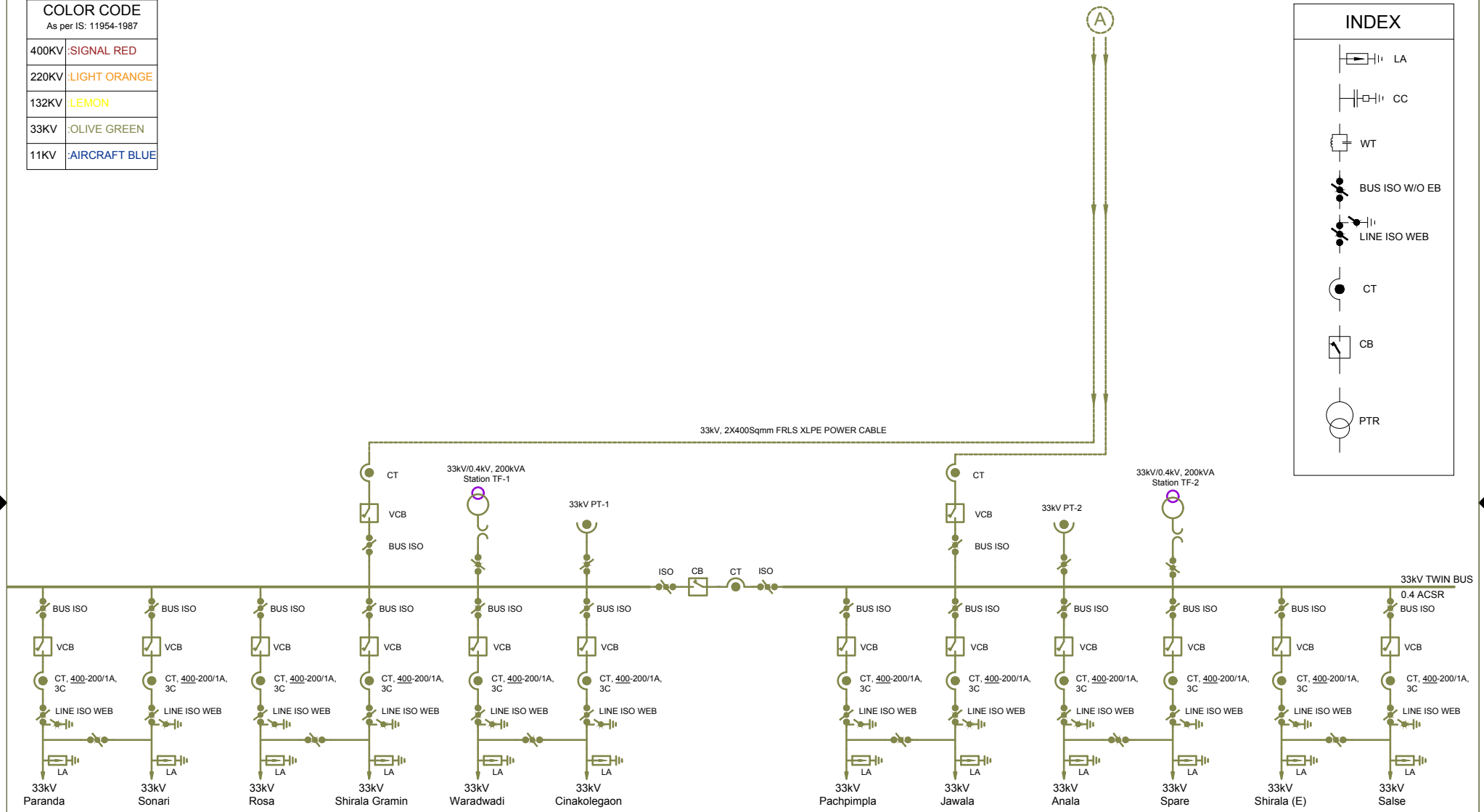
220/132/33kV Substation, Paranda

Date of Commission: **14-03-2012**
GPS Coordinates: **18.2869810; 75.4548590**
Rev: **01**; Date: **30/04/2023**
Sheet: 01 OF 02

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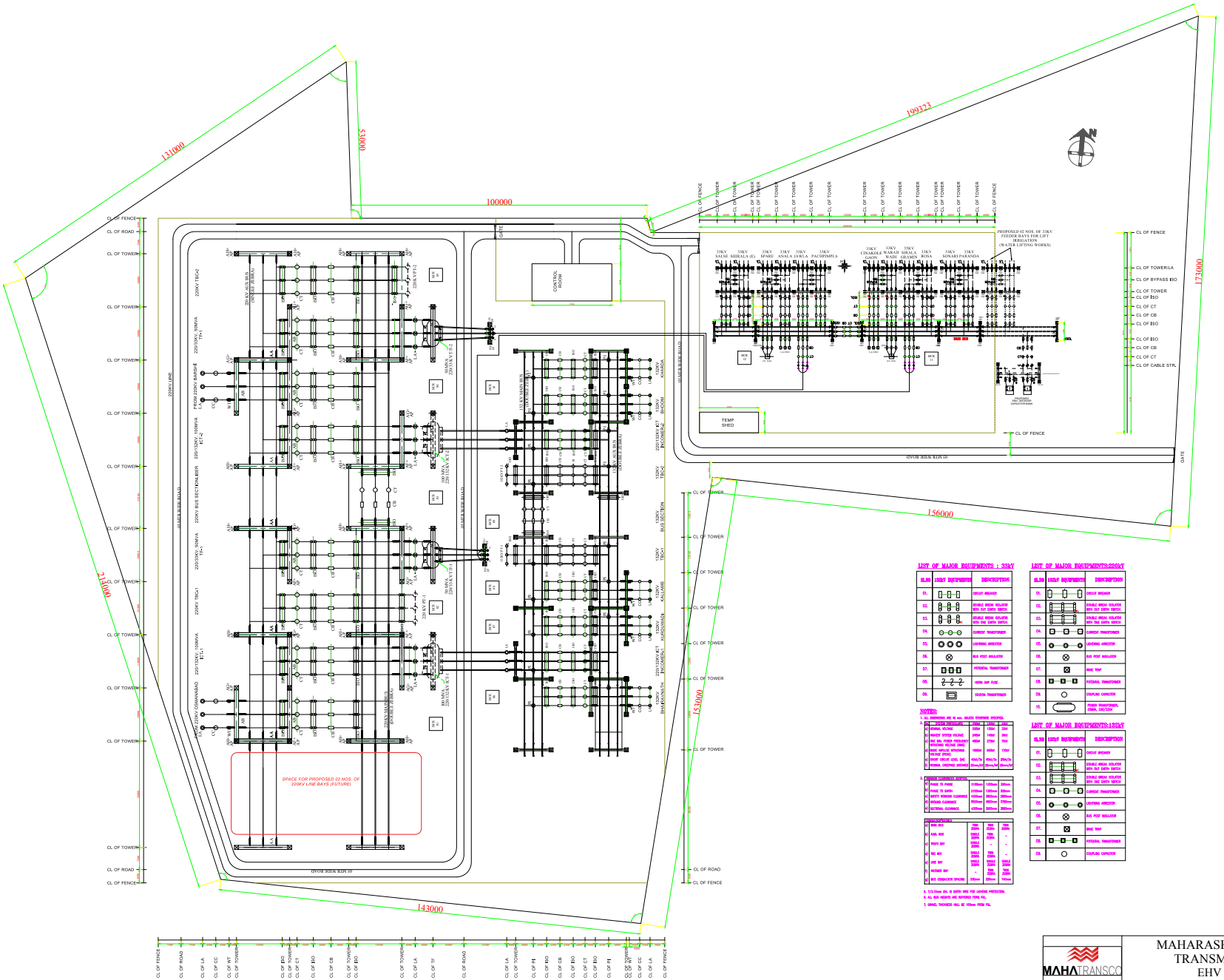


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MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
EHV O&M DIVISION BEED

220/132/33kV Substation, Paranda

Date of Commission: **14-03-2012**
GPS Coordinates: **18.2869810; 75.4548590**
Rev: **01**; Date: **30/04/2023**
SHEET: 02 OF 02



LIST OF MAJOR EQUIPMENTS : 33kV

SL.NO	33kV EQUIPMENTS	DESCRIPTION
01.		CIRCUIT BREAKER
02.		DOUBLE BREAK ISOLATOR WITH OUT EARTH SWITCH
03.		DOUBLE BREAK ISOLATOR WITH ONE EARTH SWITCH
04.		CURRENT TRANSFORMER
05.		LIGHTNING ARRESTOR
06.		BUS POST INSULATOR
07.		PEDESTAL TRANSFORMER
08.		HRC CAP FUSE
09.		STATION TRANSFORMER

LIST OF MAJOR EQUIPMENTS:220kV

SL.NO	220kV EQUIPMENTS	DESCRIPTION
01.		CIRCUIT BREAKER
02.		DOUBLE BREAK ISOLATOR WITH OUT EARTH SWITCH
03.		DOUBLE BREAK ISOLATOR WITH ONE EARTH SWITCH
04.		CURRENT TRANSFORMER
05.		LIGHTNING ARRESTOR
06.		BUS POST INSULATOR
07.		WAVE TRAP
08.		POTENTIAL TRANSFORMER
09.		COUPLING CAPACITOR
10.		POWER TRANSFORMER, 100MVA, 220/132kV

LIST OF MAJOR EQUIPMENTS:132kV

SL.NO	132kV EQUIPMENTS	DESCRIPTION
01.		CIRCUIT BREAKER
02.		DOUBLE BREAK ISOLATOR WITH OUT EARTH SWITCH
03.		DOUBLE BREAK ISOLATOR WITH ONE EARTH SWITCH
04.		CURRENT TRANSFORMER
05.		LIGHTNING ARRESTOR
06.		BUS POST INSULATOR
07.		WAVE TRAP
08.		POTENTIAL TRANSFORMER
09.		COUPLING CAPACITOR

NOTES:

1. ALL DIMENSIONS ARE IN mm. UNLESS OTHERWISE SPECIFIED.

a)	NOMINAL VOLTAGE	33kV	132kV
b)	HIGHEST SYSTEM VOLTAGE	245kV	170kV
c)	RATED SHORT CIRCUIT CURRENT	40kA	31.5kA
d)	RATED APPLIED WITHSTAND VOLTAGE (1MIN)	150kV	325kV
e)	RATED CIRCUIT LEVEL (1.2/50)	450kVp	1050kVp
f)	MINIMUM CREEPAGE DISTANCE	25mm/kV	25mm/kV

a)	PHASE TO PHASE	2100mm	1300mm
b)	PHASE TO EARTH	2100mm	1300mm
c)	SAFETY WORKING CLEARANCE	4200mm	3000mm
d)	GROUND CLEARANCE	5000mm	4000mm
e)	SECTIONAL CLEARANCE	4200mm	3000mm

a)	MAIN BUS	TWIN ZEBRA	TWIN ZEBRA
b)	MAIN BUS	SINGLE ZEBRA	-
c)	TRANSFER BUS	SINGLE ZEBRA	-
d)	TIE BAY	SINGLE ZEBRA	-
e)	LINE BAY	SINGLE ZEBRA	SINGLE ZEBRA
f)	INCOMER BAY	TWIN ZEBRA	TWIN ZEBRA
g)	BUS CONDUCTOR SPACING	320mm	320mm

2. 1/3-Sine 2m, 3 DAYS WAVE FOR LIGHTNING PROTECTION.
3. ALL BUS HEIGHTS ARE REFERRED FROM PGL.
4. GRAVEL THICKNESS WILL BE 150mm FROM PGL.

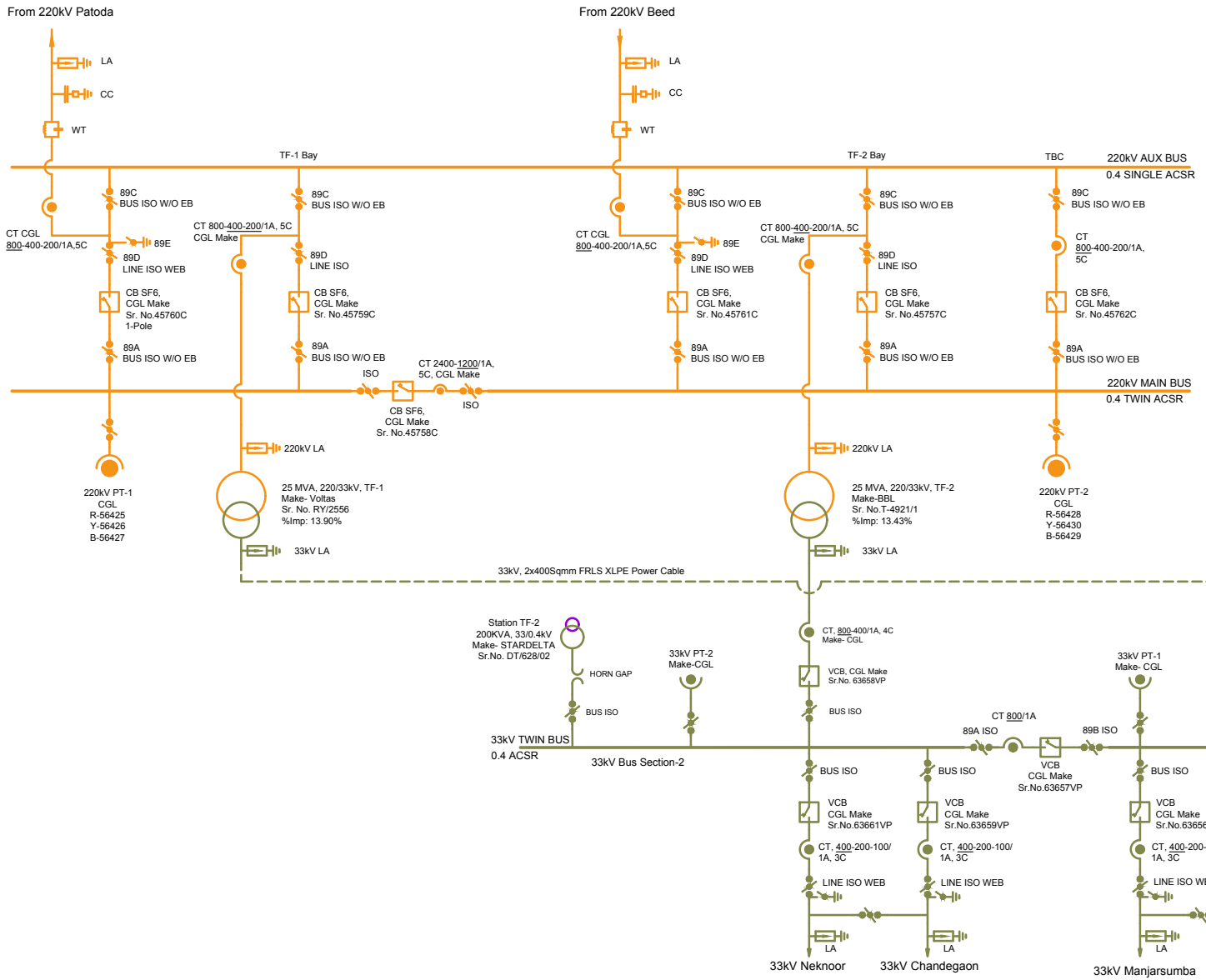
ALL DIMENSIONS ARE IN MM, UNLESS OTHERWISE MENTIONED

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MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.
EHV O&M DIVISION, BEED

DRAFTER:	TITLE: SWITCHYARD LAYOUT DIAGRAM			
CHECKER:	SUBSTATION: **220/33kV Substation, Paranda**			
NOTE 1:	SIZE:	ORDER NO:	DRW. NO:	REV: 01
NOTE 2:	SCALE:1:200	PROJECT: 30/04/2023	SHEET:	01 OF 01

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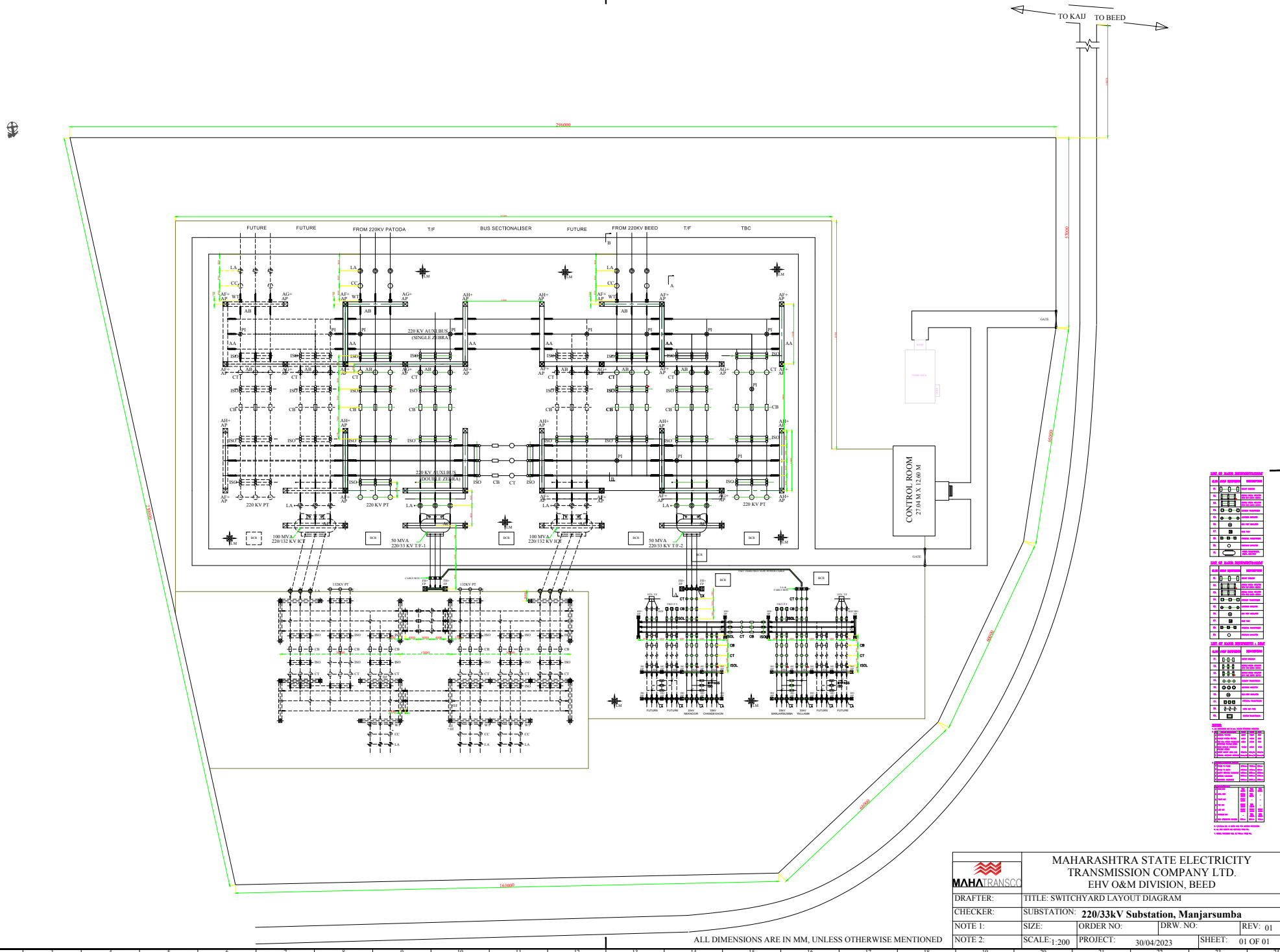
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EHV O&M DIVISION BEED

220/33kV Substation, Manjarsumba

Date of Commission:
08-03-2016
GPS Coordinates:
18.8256000; 75.7473000
Rev: **01**; Date: **30/04/2023**



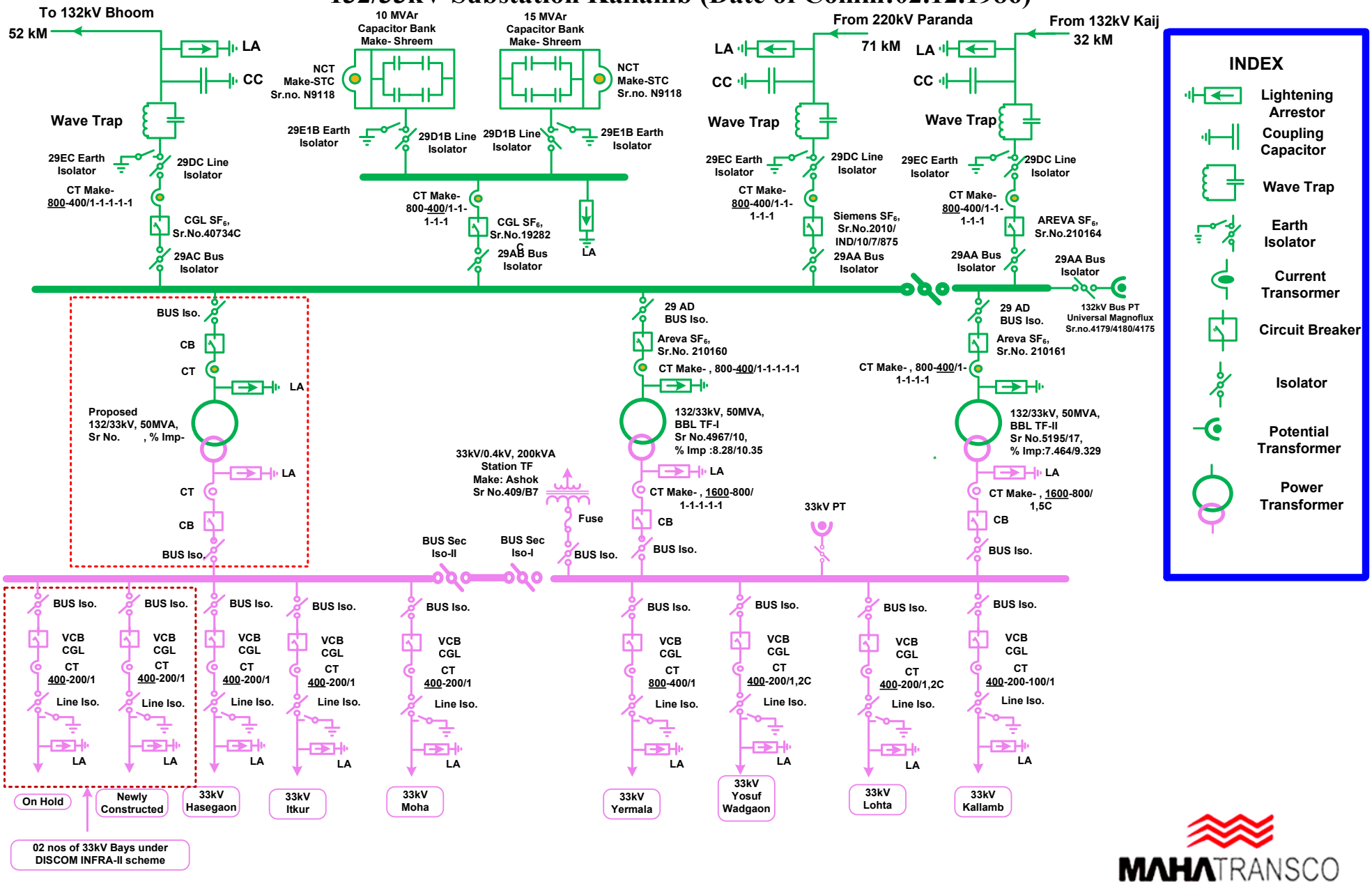
ALL DIMENSIONS ARE IN MM, UNLESS OTHERWISE MENTIONED

MAHATRANSCO	MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD. EHV O&M DIVISION, BEED			
DRAFTER:	TITLE: SWITCHYARD LAYOUT DIAGRAM			
CHECKER:	SUBSTATION: **220/33kV Substation, Manjarsumba**			
NOTE 1:	SIZE:	ORDER NO:	DRW. NO:	REV: 01
NOTE 2:	SCALE:1:200	PROJECT: 30/04/2023	SHEET:	01 OF 01

Maharashtra State Electricity Transmission Company Limited

132/33kV Substation Kallamb (Date of Comm:02.12.1986)

257



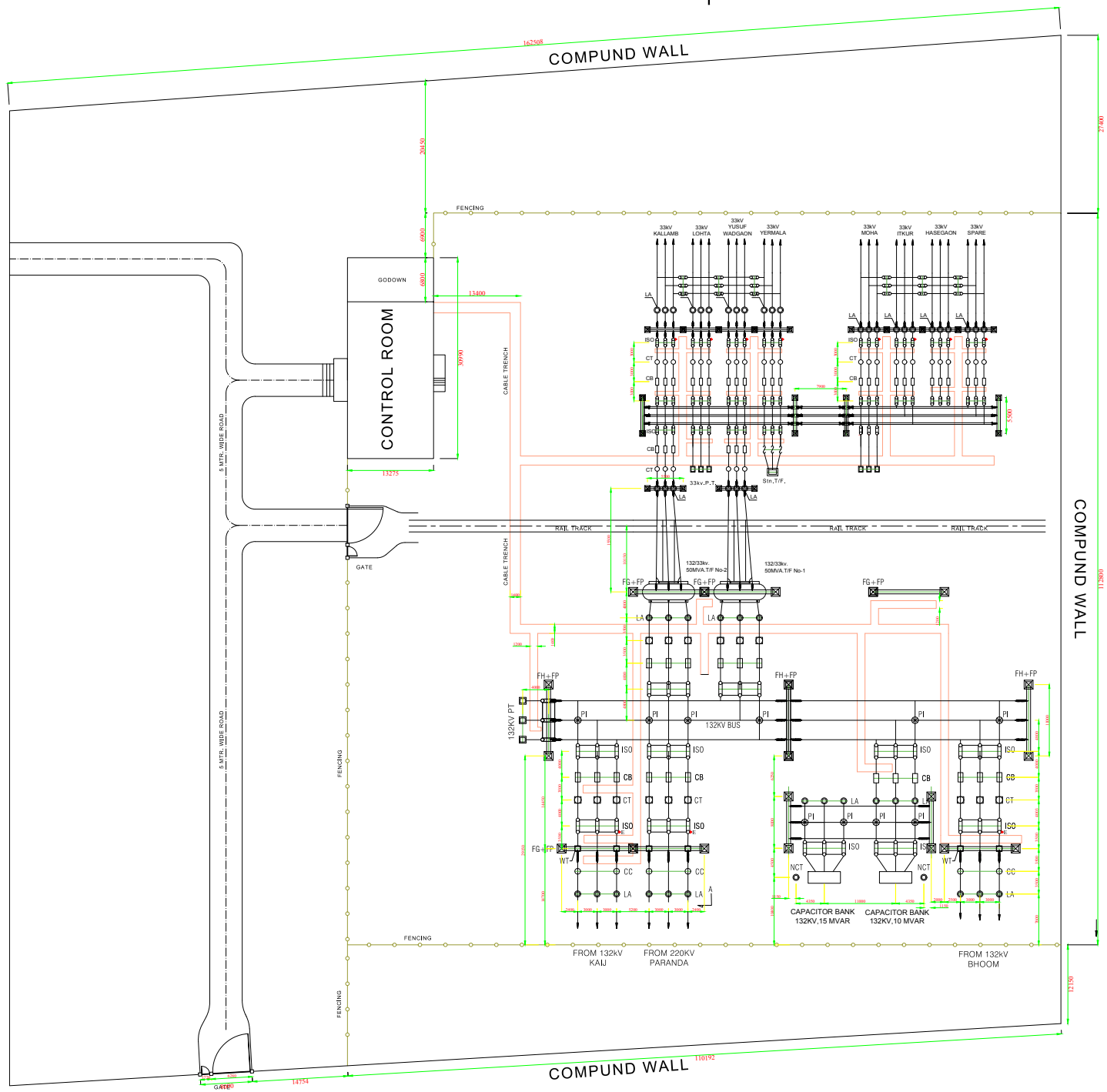
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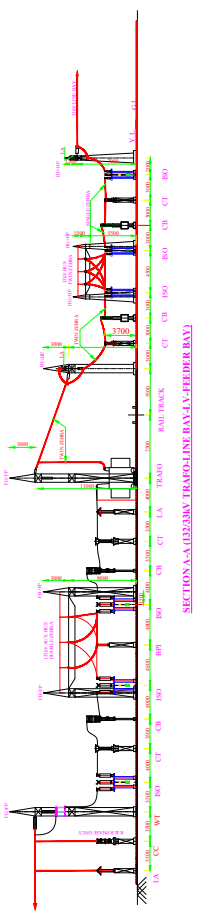
- Lightening Arrestor
- Coupling Capacitor
- Wave Trap
- Earth Isolator
- Current Transormer
- Circuit Breaker
- Isolator
- Potential Transformer
- Power Transformer

MAHATRANSCO
Maharashtra State Electricity Transmission Co.Ltd.

Color code as per: IS 11954-1987
GPS Co-ordinates: 18.568277, 76.013773

KYS





LIST OF MAJOR EQUIPMENTS:132kV

SL.NO	LIGHT EQUIPMENTS	DESCRIPTION
01.		CIRCUIT BREAKER
02.		DOUBLE BREAK ISOLATOR WITH EAR EARTH SWITCH
03.		DOUBLE BREAK ISOLATOR WITH ONE EARTH SWITCH
04.		CURRENT TRANSFORMER
05.		EARTHING ARRESTOR
06.		BUS POST ISOLATOR
07.		WAVE TRAP
08.		POTENTIAL TRANSFORMER
09.		COUPLING CAPACITOR
10.		STATCH TRANSFORMER, 50MVA, 132/33KV

LIST OF MAJOR EQUIPMENTS : 33kV

SL.NO	LIGHT EQUIPMENTS	DESCRIPTION
01.		CIRCUIT BREAKER
02.		DOUBLE BREAK ISOLATOR WITH EAR EARTH SWITCH
03.		DOUBLE BREAK ISOLATOR WITH ONE EARTH SWITCH
04.		CURRENT TRANSFORMER
05.		EARTHING ARRESTOR
06.		BUS POST ISOLATOR
07.		POTENTIAL TRANSFORMER
08.		400A GRP FUSE
09.		STATCH TRANSFORMER

NOTES:

1. ALL DIMENSION ARE IN mm. UNLESS OTHERWISE SPECIFIED.

SR. NO.	DESCRIPTION	132kV	33kV	11kV
01	NOMINAL VOLTAGE	132kV	33kV	11kV
02	HIGHEST SYSTEM VOLTAGE	145kV	145kV	36kV
03	BIL IMPULSE WITHSTAND VOLTAGE (PEAK)	650kV	275kV	70kV
04	POWER FREQUENCY WITHSTAND VOLTAGE (RMS)	275kV	95kV	28kV
05	SHORT CIRCUIT LEVEL (kA)	40kA/3s	40kA/3s	25kA/3s
06	MINIMUM CREEPAGE DISTANCE	25mm/kV	25mm/kV	25mm/kV

SR. NO.	DESCRIPTION	132kV	33kV	11kV
01	PHASE TO PHASE	2100mm	1300mm	320mm
02	PHASE TO EARTH	1500mm	1000mm	320mm
03	SAFETY WORKING CLEARANCE	4200mm	3600mm	3000mm
04	BRIDGE CLEARANCE	5000mm	4400mm	3700mm
05	SECTIONAL CLEARANCE	4200mm	3600mm	3000mm

SR. NO.	DESCRIPTION	132kV	33kV	11kV
01	MAIN BUS	TWIN ZEBRA	TWIN ZEBRA	TWIN ZEBRA
02	AUXL BUS	SINGLE ZEBRA	TWIN ZEBRA	-
03	TRANSF BAY	SINGLE ZEBRA	-	-
04	TIE BAY	SINGLE ZEBRA	TWIN ZEBRA	-
05	LINE BAY	SINGLE ZEBRA	SINGLE ZEBRA	SINGLE ZEBRA
06	INCOMER BAY	-	TWIN ZEBRA	TWIN ZEBRA
07	BUS CONDUCTOR SPACING	350mm	300mm	300mm

8. 1/3.15mm DIA. GI EARTH WIRE FOR EARTHING PROTECTION.
9. ALL BUS HEIGHTS ARE REFERRED FROM PCL.
10. GRAVEL THICKNESS WILL BE 100mm FROM PCL.

MAHATRANSCO	MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD. EHV O&M DIVISION, BEED			
DRAFTER:	TITLE: SWITCHYARD LAYOUT DIAGRAM			
CHECKER:	SUBSTATION: **132/33kV Substation, Kallamb**			
NOTE 1:	SIZE:	ORDER NO:	DRW. NO:	REV: 01
NOTE 2:	SCALE:1:200	PROJECT: 30/04/2023	SHEET:	01 OF 01

PFC CONSULTING LTD

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लि० की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No.: 04/24-25/ITP-102/RFP **July 25, 2025**

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering, **E-mail:** bd@mclindia.com
Montecarlo Ltd.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

Subject: Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" – Regarding issue of Clarifications and Amendment to RfP documents.

Dear Sir,

1) This has reference to the RfP document issued for the Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" on 30.05.2025.

2) Clarification to bidder's query Set 1 and Amendment No-2 to the RFP documents is enclosed for your information and necessary action.

Thanking you.

Yours faithfully

(Bibhuti Giri)
DGM

Encl.: As above

Sl	Clause No. and Existing provision	Clarification required / Suggested Changes	Clarifications
1.	**RfP Document** Annexure: C- Specific Technical Requirements for Transmission Line	Please note that 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.	Bidders understanding is correct.
2.	**RfP Document** Annexure: C - Clause A.9.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered.	Please note that Metal clearance, ground clearance and mid span separation are provided for 400kV Quad line only, However, same information is missing for 200kV & 132 KV lines. Kindly include the metal clearance, ground clearance and midspan separation applicable for 220kV and 132kV lines.	Refer to Amendment No-2
3.	**RfP Document** Annexure: C -Clause A.10.0 Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.	Please note that shielding angle requirement is provided only for 400kV line. However, same information is missing for 200kV & 132 KV lines. BPC is requested to provide shielding requirements for 220 kV and 132 kV lines.	Refer to Amendment No-2
4.	**RfP Document** Annexure: C -Clause A.7.0 Conductor bundle for 220kV & 132kV D/C transmission lines.	Please note that in the provided RFP conductor bundle for 220 kV and 132 kV line is not provided. Hence, we understand that Single conductor shall be used. Please confirm our understanding.	Bidders understanding is correct
5.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 6: 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos	BPC is requested to share the following inputs for the extension work at Paranda (existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB	The available information is enclosed at **Annexure 1**. For further information, prospective bidders are requested to visit the site and confirm the required information. .

		3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work 8. Space in existing cable trench	Please also refer the clause 2.5.7 of RFP
6.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 6: 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos	BPC is requested to share the following drawings/documents for extension work at Paranda (existing): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout 4. Earthmat layout	The available information is enclosed at **Appendix A** For further information, prospective bidders are requested to visit the site and confirm the required information. Please also refer the clause 2.5.7 of RFP
7.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 6: 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos	Bidder understands that the TSP needs to follow RFP requirements only. TSP is not to follow any requirements based on SS owners standard outside RFP requirement.	Implementation of the transmission scheme shall be executed by TSP in accordance with the requirement/provisions of RFP document and subsequent clarifications.
8.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 6: 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos	BPC is requested to share the following inputs for the extension work at Manjarsumba (existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS	The available information is enclosed at **Annexure 1**. For further information, prospective bidders are requested to visit the site and confirm the required information. Please also refer the clause 2.5.7 of RFP

		6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work 8. Space in existing cable trench	
9.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 6: 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos	BPC is requested to share the following drawings/documents for extension work at Manjarsumba (existing): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout 4. Earthmat layout	The available information is enclosed at **Appendix C** For further information, prospective bidders are requested to visit the site and confirm the required information. Please also refer the clause 2.5.7 of RFP
10.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 6: 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos	Bidder understands that the TSP needs to follow RFP requirements only. TSP is not to follow any requirements based on SS owners standard outside RFP requirement.	Implementation of the transmission scheme shall be executed by TSP in accordance with the requirement/provisions of RFP document and subsequent clarifications.
11.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 7: 400 kV line bay at Pune (East)(Proposed) – 2 Nos.	BPC is requested to share the following inputs for the extension work at Pune (East): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work	Pune (East) is proposed In-STS substation under TBCB

		8. Space in existing cable trench	
12.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 6: 400 kV line bay at Pune (East)(Proposed) – 2 Nos.	BPC is requested to share the following drawings/documents for extension work at Pune (East): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout 4. Earthmat layout	Pune (East) is proposed substation under TBCB.
13.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 7: 400 kV line bay at Pune (East)(Proposed) – 2 Nos.	Bidder understands that the TSP needs to follow RFP requirements only. TSP is not to follow any requirements based on SS owners standard outside RFP requirement.	Implementation of the transmission scheme shall be executed by TSP in accordance with the requirement/provisions of RFP document and subsequent clarifications.
14.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 8: 132 kV line bay at Kalamb (Existing)– 2 Nos.	BPC is requested to share the following inputs for the extension work at Kalamb (Existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work 8. Space in existing cable trench	The available information is enclosed at **Annexure 1**. For further information, prospective bidders are requested to visit the site and confirm the required information. Please also refer the clause 2.5.7 of RFP
15.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 8:	BPC is requested to share the following drawings/documents for extension work at Kalamb (Existing):	The available information is enclosed at **Appendix B**

	132 kV line bay at Kalamb (Existing)– 2 Nos.	1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout 4. Earthmat layout	For further information, prospective bidders are requested to visit the site and confirm the required information. Please also refer the clause 2.5.7 of RFP
16.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 8: 132 kV line bay at Kalamb (Existing)– 2 Nos.	Bidder understands that the TSP needs to follow RFP requirements only. TSP is not to follow any requirements based on SS owners standard outside RFP requirement.	Implementation of the transmission scheme shall be executed by TSP in accordance with the requirement/provisions of RFP document and subsequent clarifications.
17.	**RfP Document** Section-1, Clause 1.2, Scope, Sr.no. 8: Note- Space shall be provided by existing Utility for (i) 400 kV line bay at AIS Pune(East) (Proposed) (ii) 220 kV line bay at AIS Manjarsumba (existing) (iii) 220 kV line bay at AIS Paranda (existing) (iv) 132 kV line bay at AIS Kalamb (Existing)	1. We understand that the mentioned space for extension work at respective SS shall be provided to TSP free of cost. Please confirm. 2. Further, BPC is also requested to clarify what will be the timeline for providing this space?	1) Yes 2) The land would be provided to the TSP in accordance with the requirement. Further, TSP to coordinate with the substation owner during execution stage.
18.	**RfP Document** TSA ARTICLE: 5 Clause no. 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.	There are no Elements identified in Schedule 1 & 2 as 'critical' – Kindly confirm as Bidder needs the information for proper estimation. We understand that of List of Element(s) along with the critical Element(s) are defined and provided in TSA and there will no separate list of Elements(s) to be provided by CEA.	The provisions of TSA are amply clear and shall prevail.

19.	**RfP Document** Definitions: "Bid Bond" shall mean the unconditional and irrevocable bank guarantee for R**s.** 11.14 Crore (Rupees Eleven Crore Fourteen Lakh Only), to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;	We would like to bring to your kind attention the Government's progressive decision to allow Insurance Surety bonds as a security mechanism. The Hon'ble Ministry of Road Transport & Highways has already taken a significant step by amending the bidding documents for EPC, HAM, and BOT (ToT) projects, incorporating provisions for accepting insurance surety bonds as 'Bid Security' and 'Performance Security'. Considering the capital-intensive nature of transmission projects, we request BPC to also allow submission of Insurance Surety Bonds as an alternative to Bank Guarantees as a security mechanism.	Please refer to Amendment No1 dated 27.06.2025
20.	**RfP Document** 2.12 Contract Performance Guarantee Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission System User the Contract Performance Guarantee for an amount of Rs. 27.85 Crore (Rupees Twenty Seven Crore and Eighty-five lakh Only).		
21.	**RfP Document** Clause 2.5.2 **Technical Bid comprising of** 19. For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance	As per RFP clause 2.1.2 (ii), "Experience in construction of project in infrastructure sector" is allowed for meeting the technical requirement by the bidders. In reference to the same, bidders need to provide the details of above experience as per "Annexure 7D - Additional Information for verification of financial & technical capabilities of the bidders" The Part iii, attachment 3, (a) states "For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project and the same shall be certified as true by authorized signatory of the Bidding Company or the Lead Member of Consortium). In case the project listed in Attachment 2 is under BOOT / DBFOT mechanism, the certificates of final	The provisions of RFP document are amply clear in this regard and shall prevail.

		acceptance and/or certificates of good operating performance must be issued by the authority / independent engineer of the project as defined in the respective project agreement" Further, as per the RFP Clause 2.5.2 (19) "For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by authorized signatory". The experience in construction of infrastructure sector is obtained through Engineering, Procurement & Construction contracts (EPC Contracts) having a construction timeline and a pre-defined defect liability period. The industry wide norm for issuing the experience certificates to the EPC contractors is through issuance of completion certificates or final acceptance certificates by the contracting authorities. In reference to the above, we presume that in case of use of experience of construction (2.1.2 (ii)), we presume that submission of completion certificates or final acceptance certificates duly issued by owners of the project will sufficient and acceptable to the BPC.	
22.	**RfP Document** Clause 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).	BPC to clarify, what are the determining factors/criteria for deciding the unsuitability of site and transmission line route? BPC to clarify that in case of unsuitability of the spaces available at GIS Bay Substation for the scope of work, who shall be held responsible?	The provisions of RFP and TSA are amply clear and shall prevail.
23.	**RfP Document** Clause 2.6.1	BPC to clarify that since the necessary space is a pre-requisite dependency for completion of project under the scope of work hence, how this is taken as NIL?	The provisions of RFP are amply clear and shall prevail.

	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element - NIL		
24.	**TSA** Clause 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	As a general practice, the CERC considers any request for extension of time post COD of the Project. BPC to clarify whether the 10% of CPBG will be invoked even when such delay is caused due to FM events and without adjudication on the validity of such claims?	This is as per the Standard Bidding Documents. The provisions of TSA are amply clear in this regard and shall prevail.
25.	**TSA** Clause 2.2.2 It is required that post the Expiry Date, the TSP to transfer the Project to STU within a period of 90 days.	BPC to clarify the following: a. Who will be responsible for O&M of the Project post Expiry Date till the Project is transferred as the Agreement will automatically terminate on Expiry Date? b. Whether the TSP will be paid for the O&M for the period post Expiry Date till the Project is transferred if the TSP will manage the O&M post Expiry Date?	The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to Maharashtra STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer of all project assets along with substation land, right of way and clearances shall be completed at the end of 35 years from COD of the Project. All the expenditure till the transfer of all project assets along with substation land, right of way and clearances shall be borne by TSP.
26.	**TSA** Clauses 4.1(f) and 4.2.1(e) These clauses provide assistance by Nodal Agency or TSP to the Arbitrators as required for the performance of their duties and responsibilities	BPC to provide the definition of Arbitrators used as defined term.	The 'Definitions' of RfP is amply clear. Bidders may also refer to Section 158 of the EA 2003.

27.	**RfP Document** Section-1, Clause 1.5, Para 3 The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to Maharashtra STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer shall be completed…..	1. Please note that there is no clarity about the liability of the TSP post Transfer of asset. We request BPC to define the process of Transfer. 2. As the project is BOOT basis, we request BPC to provide Transfer Agreement for bidder's review and assessment. 3. As the project is BOOT basis, what will be the Liability of TSP in case of any Default post Transfer to Maharashtra STU. 4. As per the RFP, the transfer shall be completed within 90 days after 35 years from COD of project failing which Government of Maharashtra shall be entitled to take over the project assets Suo moto. We request BPC to confirm whether the Project is required to be given on as is where is basis or if Government of Maharashtra can ask for certain refurbishments to be done?	1. The project assets along with substation land, right of way and clearances shall be transferred to Maharashtra STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of the project at zero cost and free from any encumbrance and liability, and no elaborate process is required to be laid down. Further, other issues, if any, shall be dealt as per prevailing laws & regulations. 2. Transfer Agreement, if required, may be mutually agreed between the parties at that point of time. 3. In case there is any liability due to an event that has occurred post transfer to Maharashtra STU , the same shall be dealt with as per prevailing laws & regulations 4. The project assets will be transferred in working condition subject to observations of Maharashtra STU in the examination to be carried out three (3) years prior to the expiry of the project to assess the need of upgradation of the system or renovation and modernization of the existing system.
28.	**RfP Document** Request for Proposal Notification, Disclaimer This RFP may be withdrawn or cancelled by the BPC at any time without assigning any reasons thereof. BPC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever."	We would like to mention that it will be unreasonable on the part of BPC to reject a bid without assigning any reason. Since the BPC can be construed as 'state' under the Constitution, conduct of BPC ought to have transparent and as such BPC cannot take any decision without assigning proper reason/ justification.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of RFP shall prevail.

29.	**RfP Document** Definition: Conflict of Interest" A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder	It needs to be noted that this definition is vague and wide in as much as it only requires that an entity is able to have access; it is immaterial whether information was accessed or not, just the fact that a party is in a position to access information or influence bid of another party is enough. As far as this aspect is concerned, this definition should be amended. This should further cover any conflict-of-interest situation between the BPC and any of the bidder.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
30.	**RfP Document** Annexure-B, Clause 3.3 provides that "the Bidder shall disclose the name and address of agents and representatives, and Indian Bidder shall disclose their foreign principals or associates". Clause 3.4 states that "the Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid".	BPC is requested to clarify the rationale for having this clause? We understand that The Bidder is free to engage any consultant as long as it is under the purview of applicable law.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of RFP and TSA are amply clear and shall prevail.
31.	**TSA** **ARTICLE: 1** Definitions and Interpretations "Independent Engineer" shall mean an agency/ company, appointed by Long Term Transmission System User in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects **TSA** **ARTICLE: 18** 18.3 Remuneration of Independent Engineer	We understand that as the Independent Engineer to be appointed by Long Term Transmission System User, the fee and charges of the Independent Engineer shall be paid by Long Term Transmission System User and TSP does not have to consider any fee and charges of the Independent Engineer in its bid.	Provisions of the TSA are amply clear in this regard and shall prevail.
32.	**TSA** **ARTICLE: 11** Clause no. 11.4.1 …… (g) Any error or omission in the survey report provided by BPC during the bidding process	We request BPC to remove the point no (g) form the Force Majeure Exclusions.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

33.	**TSA** **ARTICLE: 13** Clause no.13.7 Termination Payment - If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Long Term Transmission System User'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 Long Term Transmission System Users shall take over the Project Assets..	As there is no mechanism for termination payment. We request BPC to provide the mechanism for compensating the cost incurred by the TSP for construction of asset, in case of non-requirement of any element during construction stage.	Valuation of project assets shall be done as per the prevailing industry practices. Further, please refer Clause 18.2.e. of TSA
34.	**TSA** **ARTICLE: 3** Clause No. 3.3.4 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.	What is the rationale for only IDC recovery and no other expenditure like project cost overrun (such as overheads & price variation etc.)	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of TSA are amply clear and shall prevail.
35.	**TSA** **ARTICLE: 8** 8.2 Target availability The Target Availability of each Element and the Project shall be 98%.	As per previous TSA, target availability was at project level not for each element. We request BPC to maintain target availability at Project level only.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
36.	**TSA** **ARTICLE: 12** Relief for change in law 12.2.3 -	Please note that No timelines defined for response by Long Term Transmission System User in case of CIL event. We request BPC to	This is as per Standard Bidding Documents. and amendments thereof, issued by the

	12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Long Term Transmission System User documentary proof of such increase / decrease in cost of the Project / revenue for establishing the impact of such Change in Law.	define timeline in which Long Term Transmission System User will respond to the TSP.	Ministry of Power and hence, no change is envisaged.
37.	**TSA** **ARTICLE: 12** 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 Long Term Transmission System User after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges	BPC is requested to provide the format and timeline for submission of sperate bill of sperate bill for settlement of CIL events?	The provisions of TSA are amply clear in this regard.
38.	**TSA** **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: ΔT = [(P x d)]÷[1-(1+ d)^(-n)]	What is the rationale for 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.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of TSA are amply clear and shall prevail.
39.	**RfP Document** ANNEXURE 22 – FORMAT FOR AFFIDAVIT	We would like to mention that with reference to the RFP Clause 2.1.9 Bidders shall confirm a notarized affidavit as per Annexure 22. Please note for large conglomerates signing on behalf of all the affiliates can run into hundreds of numbers and different geographies, is practically impossible.	The declaration and details with respect to Clause 2.1.9 of RFP is to be provided by the bidding company including Affiliate / Parent company of the Bidding company being used for meeting financial / technical qualification requirements as per

<table>
<tr><td></td><td></td><td>We request you to allow Annexure-22 to be signed by the Authorized signatory of the Bidding company on behalf of Bidding entity only.</td><td>Annexure 22 of the RFP document. The signing of the format has to be done as per provisions of RFP Document.</td></tr>
<tr><td>40.</td><td>RfP Document
Annexure no. 15- format for Contract Performance Guarantee/ Last Para
Notwithstanding anything …… (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].</td><td>Kindly note that the Government banks are not issuing the contract Performance Guarantee.
We request BPC to modify the last Para of the Performance Guarantee format as highlighted in red font below:
Notwithstanding anything …… (365) days thereafter. This BANK GUARANTEE shall may 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 and …… [Insert name of the Bank].</td><td>This is as per Standard Bidding Documents and amendments thereof, issued by Ministry of Power, hence, no change is envisaged.</td></tr>
<tr><td>41.</td><td>TSA
Schedule: 9
Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period.</td><td>CERC notified 'Discount rate for computation of levelized transmission charges' is 9.25% on 2nd April 2024, please confirm if this Discount rate for computation of levelized transmission charges is to be considered for this calculation under schedule-9</td><td>The provisions of TSA are amply clear in this regard and shall prevail.</td></tr>
<tr><td>42.</td><td>TSA
Execution of the TSA and SPA.</td><td>As per the provisions of the Indian Stamp Act, the execution of the Share Purchase Agreement ('SPA') and the Transmission Service Agreement ('TSA') should be made on the stamp papers of INR 1200 and INR 500 respectively. The relevant provisions of the Indian Stamp Act are provided below:
<table>
<tr><th>SN.</th><th>Document</th><th>Stamp Paper for Execution (in INR)</th><th>Indian Stamp Act, 1899 ('Act') read with Delhi Schedule 1A ('Schedule')</th></tr>
<tr><td>1.</td><td>Share Purchase Agreement</td><td>1200</td><td>Section 5 of Act read with (i) Item no. 5(b) of Schedule- sale of shares in an incorporated company: Rs. 1000/-, (ii) Item 5(c) Arbitration: Rs. 50/-, (iii)</td></tr>
</table></td><td>Kindly refer Clause 2.5.7 of the RFP Document.</td></tr>
</table>

					Item No. 34 Indemnity: Rs. 100/-.	
			2.	Transmission Service Agreement	500	Section 5 of Act read with (i) Item 5(c), agreement (other): Rs. 50/-, (ii) Item No. 37, guarantee: Rs. 50/-, (iii) Item No. 34, indemnity: Rs. 100/-, and others.
		BPC to confirm the amount of stamp papers on which the execution of the SPA and TSA will be executed.				
43.	**TSA** Schedule: 10 Name of the Long-Term Transmission System Users *Likely to change in MYT Order to be issued by MERC	We request you to provide the updated list of the Long-Term Transmission Customers.				Please refer to Annexure 23 of RfP and Schedule 10 of TSA for the list of Long Term Transmission System Users.

44.	**RfP Document** Clause 2.1.2 Technical requirement to be met by the Bidding Company or Lead Member of Bidding Consortium	As per the RFP Clause 2.1.2 Technical requirement, a *Technically Evaluated Entity* may be the Bidding Company or the Lead Member of a Consortium or an Affiliate or Parent of such Bidding Company or the Lead Member, as the case may be. Further the Annexure 7B of the RFP documents states *"We certify that M/s. …….. (Insert name of Technically Evaluated **Entity(ies)**) have experience of development of projects in the Infrastructure sector……."* In reference to the requirement mentioned in the above clauses for the technical qualification, we understand that a bidder can qualify by meeting the qualification requirement as stipulated in RFP clause 2.1.2 using the experience of two different / multiple affiliate companies.	Provisions of RFP Document are amply clear in this regard and shall prevail.
45.	**TSA** BETWEEN THE …….. (LONG TERM TRANSMISSION SYSTEM USERS) AND …… [Insert name of the SPV]	We request that the TSA shall be signed with the nodal agency i.e., Maharashtra STU.	The provisions of TSA shall prevail.
46.	**TSA** As per the TSA, the counter signing authority is LTTCs	As per MYT 2024 – "STU is responsible for raising transmission bills, collection and disbursement of transmission charges to InSTS transmission licensees."	As per Competitive Bidding Guidelines, TSA is signed by the Long Term Transmission System Users for intra-state transmission projects.

		Therefore, we request that for TSA also, the counter signing authority should be STU to collect payments and disburse to the selected TSP.	The TSA for project awarded under TBCB in Maharashtra would be executed by Long Term Transmission System Users.
47.	**RfP Document** General Queries	We have gone through the PFC report on various utilities payment track and have observed "C" rating for MSEDCL. Therefore, we request to kindly provide the payment security mechanism for TSP's.	• The transmission charges will be shared and recovered from all Long-Term Transmission System Users as per the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024. Regulation 83 and Regulation 84 of the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 provides for "Determination of Intra-State Transmission Tariff" and "Sharing of Total Transmission System Cost by long-term Transmission System Users". • As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges on everyTransmission System User (TSU) and TSUs are making payment of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. • As regards the Default in Payment and Payment Security, the provisions of MERC Transmission Open Access Regulations 2016, Part 'D' Regulation 23 and are as follows:

			23- *"In the event of default in payment of any charge or sum of money payable under these Regulations, the STU or the Transmission Licensee may discontinue Open Access after giving the Consumer, Generating Station or Licensee, as the case may be, notice of fifteen days, without prejudice to its right to recover such charges in accordance with the provisions of the Act:* *Provided that, in the event of default in payment of charges due to it, the MSLDC may refuse to schedule power to the defaulting entity, and direct the Distribution Licensee to disconnect such entity from the grid.* ***24-*** *"The Applicant for Long-term or Medium-term Open Access shall open an irrevocable revolving Letter of Credit in favour of the Nodal Agency to the extent of the estimated amount of various charges payable for a period of two months."* • As per MERC directive in the Order in Case No. 208 of 2024, the STU has to submit the details of scheme proposed under TBCB along with likely CODs and the ARR discovered through competitive bidding as an when it undertakes the bidding. The Commission would process the proposal submitted by STU for re-determination of transmission tariff for the remaining years of the 5th Control Period as per the

			provision of Regulation 75.1 of the MYT Regulations, 2024. • As the LTTSUs are providing Letter of Credit to Maharashtra STU, adequate payment security mechanism is available.
48.	**TSA** Payment Security Mechanism	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation", however, TSA and MYT regulation 2024 doesn't specify any clause regarding the payment security mechanism in MYT. Therefore, we request you to kindly provide the applicable clause regarding the payment security mechanism in MYT Regulations 2024.	Please refer to reply at Sl No 47
49.	**TSA** Payment Security Mechanism	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation", however, TSA and MYT regulation 2024 doesn't specify any clause regarding the payment security mechanism in MYT. In view of the above, do we need to adopt the payment security mechanism for this project as adopted by MSEDCL by Transmission Open Access regulation? Further, what are the next steps if a beneficiary defaults in payments, how the TSPs payment can be secured?	Please refer to reply at Sl No 47
50.	**TSA** ARTICLE: 10 10. BILLING AND PAYMENT OF TRANSMISSION CHARGES	We request BPC for addition of Payment Security Mechanism (PSM) and LC in the ongoing intra-state transmission tender for the TBCB project.	Please refer to reply at Sl No 47

		The request letter is attached as Annexure-I.	
51.	**RfP Document** Specific Technical Requirements for Transmission Line	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	The Bidder understanding is correct
52.	**RfP Document** General	This is to bring to your attention the recent amendment issued by MoP in Late Payment Surcharge and Related Matters (LPS) Rules, 2022, vide gazette reference CG-DL-E-05052025-262902 dated 2nd May 2025 wherein in rule 1, in sub-rule (3), for the words **"generating companies inter-state transmission licensees**", the words "**generating companies, transmission licensees**" shall be substituted. Therefore, as per the LPS rules 2022, the transmission licensee must be provided with a payment security mechanism with distribution licensee or other user of transmission system. Accordingly, it is requested to amend the TSA to include a robust payment security mechanism for the TSP's.	Please refer to reply at Sl No 47
53.	**RfP Document** Section 1, Clause 1.2, Scope Scheduled COD in months from Effective Date : 24 Months	You shall appreciate the fact all the OEMs manufacturing slots for 400KV ICTs are already filled till 2027 & starting quarter of 2028. Considering the lead time in manufacturing of the 400kV ICTs and Slot availability, implementation schedule for "Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level and associated transmission lines & other end bay extension work. shall be increased from presently proposed 24 Months. We request the BPC to kindly re-consider the execution timelines for these elements and revise the Scheduled COD date to 30 Months from effective date for elements mentioned	The provisions of RFP and TSA shall prevail.

54.	**RfP Document** Clause 1.6.1.1 Scope of Work ….land compensation	BPC is requested to clarify whether the new Supplementary guidelines dated 21st March 2025 issued by the Ministry of Power for payment of compensation will be applicable for the payment of land compensation?	The RoW compensation rates as per prevailing rules by the Govt of Maharashtra would be applicable.
55.	**RfP Document** Section-2, Clause no. 2.6.: Project Schedule Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project **TSA** Schedule-4 Computation of Transmission Charges	Please note that there are 8 nos. of Transmission elements in the subject project and Percentage of Quoted Transmission Charges has been provided as 100 % for elements mentioned at Sr. 1 to 8.. We understand that these elements of the scheme are required to be commissioned simultaneously as their utilization is dependent on each other and hence considering the same percentage of quoted transmission charges are clubbed and mentioned as 100% However, due to this consideration it would be difficult to commission partial systems even in case of critical network requirements. We would like to emphasize that providing tariff splits and adopting a consistent approach across various projects will not only mitigate perceived tariff recovery risks but also offer several benefits, as outlined below: • Allow TSP to recover tariff on account of part commissioning wherever all elements are not inter-dependent. • Encourage early commissioning of individual transmission elements for network requirements. • Ease in calculation of availability and incentives/ disincentives. • Ease in calculation of impact of CIL/ FM/ Change of scope etc. • Create a consistent and harmonious approach w.r.t. the CERC sharing regulations	the elements are to commissioned together.

<table>
<tr><td></td><td></td><td>Hence BPC is kindly requested to provide the tariff split for all the elements covered under the scope of work.</td><td></td></tr>
<tr><td>56.</td><td>RfP Document
Annexure – C
SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES
Clause A7.0 –
The relevant conductor configuration shall be as follows: -
Type of conductor: Moose, Quad
<table><tr><th>Transmission line</th><th>ACSR Conductor specified</th></tr><tr><td>400 kV D/C (Quad Bundled) Transmission Lines</td><td>0.5 Moose:
Stranding :54/3.53 mm-Al + 7/3.53 mm- Steel,
Overall diameter of conductor 31.77 mm
Overall cross sectional area of conductor: 528.5 mm2,
Maximum DC Resistance at 20°C (Ω/km):0.05552
Minimum UTS: 161.20 kN</td></tr></table></td><td>Conductor bundle configuration of 400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East) (Proposed) has not mentioned, however in Table of Basic Parameters ACSR Conductor specified is Moose, Quad Bundled.
BPC may clarify.</td><td>Please refer to Amendment No-2</td></tr>
<tr><td>57.</td><td>RfP Document
Clause 1.6.2.1 (2):
To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act,</td><td>It is requested you to kindly provide present status of process initiated by BPC with regard to section 68 approval.</td><td>Application has been submitted for approval for laying of Overhead Transmission Lines under Section 68 to Govt of Maharashtra. The same would be shared with the successful bidder.</td></tr>
</table>

	from the Government at least twenty (20) days prior to Bid Deadline.		
58.	**RfP Document** **Clause 1.6.2.1 (4):** To initiate process of seeking forest clearance, if required.	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.	BPC will complete its responsibilities as listed in the RFP documents. Please also refer Clause 1.6 & 2.5.7 of the RFP document.
59.	**RfP Document** **Clause 1.6.2.2:** The details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project shall be handed over to the TSP on an as-is-where-is basis, so that it may take further actions to obtain Consents, Clearances and Permits	Please provide copy of all such document available with you from the State Government and/or Ministry of Power and/or kindly facilitate for State Support Agreement.	The support will be provided on case-to-case basis, within applicable laws and regulatory framework.
60.	**RfP Document** **Clause 1.10** The Ministry of Power and the appropriate state government(s) shall provide their support to the TSP, on best endeavor basis, in enabling the TSP to develop the Project.	We request you to share all such documents or correspondence happened with MOP and State Government, this will help the TSP is taking further approvals for the project.	The necessary documents shall be provided on case to case basis.
61.	**RfP Document** **Clause 2.15.2** Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall: a) provide the Contract Performance Guarantee in favour of the Nodal Agency as per the provisions of Clause 2.12 b) execute the Share Purchase Agreement and the Transmission Service Agreement	BPC will appreciate that the completion of said activities by the Selected Bidder within ten (10) days after issuance of LoI is very stringent. Also, execution of SPV / signing of share purchase agreement is not within the control of TSP as it is dependent on certain regulatory approvals as well. We therefore request to consider at least 30 days' time for completion of these activities as well as provide a carve out for consequences if the delay is not on account of TSP.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

	c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of [Insert the name of the SPV] from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities;		
62.	**RfP Document** **Clause 2.15.2** Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, shall also be borne by the Selected Bidder.	We request you to provide Applicable Stamp Duty Charges and Amount of Stamp Paper for the following agreements: i. Transmission Service Agreement ii. Share Purchase Agreement iii. Power of Attorney iv. Share Transfer Form It will be helpful if you can specify the name of 1st party and 2nd party for purchase of stamp papers.	Please refer to the reply at Sl No 42
63.	**RfP Document** **Clause 2.15.4** Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003.	The condition to apply for grant of transmission license and make application for adoption of transmission charges within 5 days is onerous. Request to please change the relevant provisions as per the suggested text in RFP and TSA Clause 2.15.4 may be reworded as below - Within ten (10) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
64.	**RfP Document** **Clause 2.15.5**	It is requested to kindly clarify as to what will be the consequences if the Selected Bidders fails to comply with any of Its obligations	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of RFP are amply clear in this regard and shall prevail.

	If the Selected Bidder / TSP fails or refuses to comply with any of its obligations under Clauses 2.15.2, 2.15.3 and 2.15.4, and provided that the other parties are willing to execute the Share Purchase Agreement and PFC Consulting Limited is willing to sell the entire equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, to the Selected Bidder, such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the BPC / its authorized representative(s) shall be entitled to invoke the Bid Bond of the Selected Bidder.	under 2.15.2, 2.15.3 and 2.15.3 due to reasons beyond the control of or not attributable to Selected Bidder / TSP. As the consequences for failure to comply the obligations under 2.15.2, 2.15.3 and 2.15.3 is the cancellation of Letter of Intent (LOI). We request you to reconsider the same as it would be unfair if LOI of selected bidder is cancelled due to reasons beyond its control.	
65.	**RfP Document** **Clause 2.4.3** The amendment to the RFP shall be notified to all the Bidders through the electronic bidding platform and shall be binding on them.	We understand that the BPC will also continue to share amendments / corrigendum through emails as per the current practice.	The amendments / corrigendum would be published in the website of PFCCL.
66.	**RfP Document** **Clause 3.6.1** However, if no bid is received during the e-reverse bidding stage then the Bidder with lowest quoted initial transmission charges ("Initial Offer") during e-bidding stage shall be declared as the Successful Bidder, ……	We request you to clarify, if two or more bidders quote the same initial offer which turns out to be prevailing lowest levelized tariff and no further discount is offered by any bidder during e-reverse auction. In such case what will be the modality BPC will follow for award of project. BPC to confirm	As per provisions of RFP, bidders have to quote transmission charges upto 2 decimal points. Therefore, it is practically not possible to have same Initial Offer from two or more bidders. However, if such situation arises, appropriate decision will be taken by the competent authority.

67.	**RfP Document** General	The board meeting of Bidding Company / TEE may not be scheduled till RFP submission. Thus, we request you to kindly consider the board resolution passed by the management committee formed by the board of directors' w.r.t. Authorization from Bidding Company and TEE. 1) We request you to kindly accept the Board resolutions passed by Management Committees formed by the Board of Directors of Bidding Company and TEE / affiliate respectively and duly authorized by the Board of Directors for participation in various tenders issued by Govt. authorities in response to the RFP submission. 2) We request you to clarify whether there are any deviations/addition in the RFP/TSA documents from the Standard Bidding documents (SBD) and if any, whether approval for the same has been taken or not. Please provide the list of the same, if any.	1) The Resolutions passed by the Management Committee with duly authorized delegation of power in favour of the Management Committee from the Board of Directors can be considered as per the provisions of RFP. 2) The RFP/ TSA Documents are as per the Standard Bidding Documents (SBDs) and subsequent amendments issued by the Ministry of Power, GoI.
68.	**RfP Document** ANNEXURE 22 – FORMAT FOR AFFIDAVIT	We understand that the declaration and details with respect to conviction and investigation is to be provided for Affiliate / Parent company of the Bidding company only if such an Affiliate / Parent company is being used for meeting financial / technical qualification requirements.	The declaration and details with respect to Clause 2.1.9 of RFP is to be provided by the bidding company including Affiliate / Parent company of the Bidding company being used for meeting financial / technical qualification requirements as per Annexure 22 of the RFP document.
69.	**TSA** **Clause 1.6.1.5** The TSP shall seek approval under Section 164 of Electricity Act, from CEA after acquisition of [Insert the name of the SPV], The approval shall be granted by CEA generally within 30 days but in no case later	It is suggested that BPC may initiate the process for obtaining approval U/s 164 based on the survey undertaken by BPC. It may be appreciated that obtaining approval U/s 164 takes considerable time. In the interest of timely completion of project, it is suggested that BPC may initiate the process U/s 164.	As per clause 1.6.1.5 of RfP, The TSP shall seek approval under Section 164 of Electricity Act, from Government of Maharashtra after acquisition of SPV DHARASHIV TRANSMISSION LIMITED.

	than 45 days from the date of receipt of application (complete in all aspects).	It is requested you to kindly clarify whether process of obtaining authorization U/s 164 of Electricity Act, 2003 would be initiated by BPC.	
70.	**TSA** **Article 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 Long Term Transmission System Users additional Contract Performance Guarantee of Rs.2.79 Crore (Rupees Two Crore Seventy-nine Lakh Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Long Term Transmission System Users 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. Long Term Transmission System Users 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.	In view of the rationale provided here, it is requested to amend the provision regarding refund of additional CPG on fulfillment of Conditions Subsequent. Additional CPG shall be recovered for the non-fulfillment of Conditions Subsequent. However, this additional CPG is then forming part of CPG and is being retained by Nodal Agency. Considering the fact that additional CPG is consequential guarantee for performance related to condition subsequent, it is requested to review the provision and amend the provision to refund the additional CPG on fulfilment of Conditions Subsequent.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
71.	**TSA** **Article 4.4 Extension of Time**	TSP is required to obtain certain clearances/ approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and approval for adoption of tariff etc. In case if there is any delay in these approvals beyond stipulated time, such delay shall be	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of TSA shall prevail.

		considered for extension of SCOD of the project and any consequential increase in cost shall be allowed through appropriate adjustment in the tariff. Clearances/ approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and approval for adoption of tariff are not within the control of TSP once it has been applied after fulfilling all the necessary compliance, any consequential delay is required to be allowed.	
72.	**Article 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).	TSP cannot be burdened with impact of unsuitability of the site or transmission line route due to reasons beyond control. Therefore, suitable revision may be carried out in clause 5.1.2. There may be number of reasons for unsuitability of the site or transmission line route which are beyond control of the TSP. For such instances, suitable extension of time and appropriate adjustment in tariff shall be provided.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of TSA shall prevail. Please refer to Clause 2.5.7 of RfP.
73.	**Article 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.	Inspection of Construction drawings and other documents related to construction may be deleted from clause no. 5.6. Construction drawings and few specific documents may be proprietary/ confidential and is against commercial interest of the TSP.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of the TSA shall prevail.

74.	**Article. 6.4.1** Liquidated Damages for Delay in achieving COD of Project by TSP.	If the TSP fails to achieve COD for any Element of the Project or for the Project by SCOD, then the TSP is required to pay liquidated damages. It is noted that, Clause 6.4.1 of the TSA does not exclude delays caused due to a Force Majeure or Nodal Agency's default. This may well be a drafting oversight and may be clarified. The TSP should also not be liable to pay liquidated damages in the event the delay is not attributable to the TSP. Accordingly, it may be clarified that no damages will be payable in the event the delay is on account of Force Majeure or Nodal Agency's default.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of the TSA shall prevail.
75.	**TSA** **Article 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:	**Underlined text may be added under Article 11.3 :** 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 or **makes performance of obligation commercially unviable for the 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:	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
76.	**<u>Provisions in TSA</u>** *(Provision related to non-fulfilment of condition subsequent)*	The blacklisting of TSP for a period of 5 years for default, failure to complete conditions subsequent & annulment of award, and for	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of the TSA shall prevail.

	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. *(Termination procedure for TSP event of default)* **13.2** 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. **<u>Provisions in RFP</u>** *(Non fulfilment of Obligations by TSP post issuance of LoI and post acquisition of SPV)* **2.15.8** The annulment of the award, under Clause 2.15.5 or 2.15.6 of this RFP, shall be sufficient grounds for blacklisting the bidder, whose award has been annulled, for a period of five years or more, as decided by the National Committee on Transmission, provided that the blacklisting shall be done only after giving the bidder an opportunity for showing cause. *(Discrepancy in online and physical submission of selected bidder)* **3.6.1**	indefinite period for error in online and physical submission is onerous and harsh on TSP. TSP's event of default covers a lot of activities, and if TSP fails to comply with even one activity, TSP is at risk of getting blacklisted. Further, TSA provides discretionary right to Nodal agency to decide whether TSP would be blacklisted. In case of discrepancy in submission, it is requested that BPC shall seek clarification from bidder and upon failure to provide clarification and complete investigation only, should construe such activity as fraudulent practice. Hence it is requested to include blacklisting only in extreme cases and provide definite guidelines on Nodal Agency's right to blacklist bidders. Also in RFP, blacklisting for annulment of project award would be done by government, while in other cases it would done by Nodal Agency. It is requested that blacklisting rights shall only reside with government.	

	In case, there is a discrepancy between the online submission and physical documents, the bid would be out rightly rejected and the bidder shall be construed to have engaged in the fraudulent practice as defined in Clause 2.19.3 with consequences as mentioned in Clause 2.19.2. Further, in such a case, the provisions of Clause 2.5.6 (j) shall apply.		
77.	**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 CEA and the Lenders' Representative (a ''TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfillment of role by the Nodal Agency.	The contract clauses as per TSA favors the Nodal Agency. All the termination rights are provided to Nodal Agency and the agreement does not provide the other party (TSP) right to terminate in case of default of Nodal Agency. In absence of termination right, TSP is at risk commercially, if Nodal agency fails to fulfill its assigned responsibilities, for example failure of Nodal Agency to pay the quoted transmission charges. Also, the methodology for computation of compensation to TSP, in case of mutual agreement to terminate, should be defined upfront. **Suggested change:** **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 **TERMINATION** notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a ''TSP's Preliminary **Termination** Notice").	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power. The provisions of TSA shall prevail.
78.	**TSA** 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,	In case of delay in SCOD due to FM event, the provision gives discretionary right to Nodal Agency to terminate TSA after occurrence of FM event. There should be gestation period of at least 6 months after start of FM event. Post completion of 6 months, both parties may decide to terminate the contract on mutual agreement. In case of FM, there should not be any unilateral right to terminate.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power hence, no change is envisaged.

	may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, 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 CEA 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. 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 Article11, 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 CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of 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	Also, the methodology for computation of compensation to TSP, in case of mutual agreement to terminate, should be defined upfront. **Suggested change:** 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. I**n case the Force Majeure Event continues even after a period of one hundred and eighty (180) days if deemed necessary, the Nodal Agency or TSP, upon mutual agreement may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to **the other party**, in writing, of at least seven (7) days, with a copy to CEA 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. 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 Article11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. I**n case the Force Majeure Event continues even after a period of one hundred and eighty (180) days if deemed necessary, the Nodal Agency or TSP, upon mutual agreement may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to **the other party**, in writing, of at least seven	

	case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.	(7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.	
79.	**TSA** Clause 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 CEA and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or CEA and/ or the 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 CEA 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 CEA 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 CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement ."**	This is very stringent clause and provides for agreement termination at the subjective discretion of Nodal Agency. Request to modify the clause as: **…… If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, it may refer the same to the Appropriate Commission for appropriate action.**	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power hence, no change is envisaged.

80.	**TSA** 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, Long Term Transmission System User'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 Long Term Transmission System User shall take over the Project Assets	Guidelines on valuation of project assets conducted should be provided to ensure there is no ambiguity. Further if TSA is terminated during operating period of project, guidelines on valuation of assets in such event to be provided.	Valuation of project assets shall be done as per the prevailing industry practices. Please refer Clause No. 18.2.e. of TSA.
81.	**TSA** 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	Guidelines on amendment of TSA in case of non-requirement of any element during construction should be clearly specified, especially the treatment of Quoted Transmission Charges and capital cost of element no longer required. For example, if 50% construction of an element is completed and that element is not required, how would the TSP be compensated for the capital cost of the element.	Valuation of project assets shall be done as per the prevailing industry practices. Please refer Clause No. 18.2.e. of TSA.

	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.		
82.	**TSA** 12. Change in Law	Inclusion of change in acquisition price in Change in Law As SPV acquisition price is part of capital cost of project, any change in Acquisition price after bidding would directly affect the bidder commercially and it is totally beyond the control of TSP. Hence, it is requested to kindly allow change in acquisition price under CIL event.	The change in acquisition price to the extent as per Provisions under Clause No. 3.5 of Tariff Based Competitive Bidding Guidelines for Transmission Service issued on 10.08.2021 shall prevail.
83.	**TSA** D)The TSP has agreed to make an application for a Transmission License to the Commission for setting up the Project on **build, own, operate and transfer basis.**	As per revised TSA, asset to be transferred to Nodal agency post 35 years (BOOT). The assets created would be **Financial assets instead of Fixed assets**. Under IndAS accounting rules, **depreciation** of financial assets is **not allowed**. Further, TSP would be at risk of authorities levying 18% GST upfront on construction revenue recognized on COD. **Higher taxation** would impact the project economics eventually leading to higher tariff for the Consumers. Under BOOT model, **asset condition may degrade** towards end of concession period due to lack of incentive for developer to maintain the asset by incurring some capex.	Post the Expiry Date of TSA, the Project Assets to be transferred to Maharashtra STU or its successors or an agency as decided by the Government of Maharashtra at zero cost and free from any encumbrance and liability. Further, the provisions of TSA shall prevail.

		Hence it is requested to continue with the BOOM model. **Suggested change:** The TSP has agreed to make an application for a Transmission License to the Appropriate Commission for setting up the Project **on build, own, operate and maintain basis**.	
84.	**TSA** 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. 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.	Clause 13.1.b of TSA allows upto 6 months' delay in commissioning of element after SCOD. 10% sequestration clause does not cover any delay due FM or CIL event. If in case all the elements of projects are declared as "critical elements", TSP is liable for 10% CPG sequestration. It is requested to kindly extend period beyond which CPG sequestration shall occur to 6 months. Further, TSP should not be made liable for LD payments on account of delay in project / element commissioning more than as identified under clauses 6.4.1 and 6.4.2 **Suggested change:** 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 6 months (as per clause 13.1.b) unless extended by Nodal Agency due to FM/CIL as per provisions of this agreement,** shall lead to a sequestration of 10% of the Contract Performance Guarantee.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
85.	**1.2 Computation of Monthly Transmission Charges** AA- Actual Availability ; MTC- Monthly transmission charges; Tmn = transmission charges for month "m" in contract year "n"	The tariff for projects under TBCB has seen a reduction of 30%-50% as compared to RTM projects. The incentive for maintaining availability above target availability aids in increasing reliability of the transmission system. As the incentive is reduced as per revised provisions, developers may increase the Quoted tariffs to	Computation of Actual Availability shall be done as per applicable MERC Regulations.

	For incentive *a. If 98%< AA < 98.5%; MTC= Tmn*1;* *b. If 98.5% < AA < 99.75% ;* *MTC= Tmn* (AA / 98.5 %);* *c. If AA> 99.75%;* *MTC = Tmn* (99.75 % /98.5 %);* *For Penalty* *d. If 95 % < AA < 98 %* *MTC = Tmn* (AA / 98 %);* *e. If AA < 95 %* *MTC = Tmn* (AA/98 %) – 0.02* (Tmn* (AA/98%))*	compensate which may result in increased cost of electricity to end consumer. Further there is no incentive for maintaining actual availability between 98% and 98.5%. Hence it is requested to continue with existing provisions for penalty and incentive calculation. **Suggested change:** *Incentive = 0.02 x Annual Transmission Charges x (Actual Annual Availability – Target Availability)* Target Availability: AC -98% & HVDC -95% *Incentive = 0.02 x Annual Transmission Charges x (Actual Annual Availability – Target Availability)* Target Availability: AC -98% & HVDC -95%	
86.	**TSA** 3.3.4 Provided, that due to the provisions of 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.**	In event of FM/CIL event, provisions under revised TSA do not provide for any adjustment in transmission charges for a period of 180 days. TSP is allowed to recover interest cost during construction for period exceeding 180 days. As large portion (70%) of project cost is funded through debt, repayment of which does not start till COD, any delay in SCOD leads to higher interest built up. This severely affects the project economics of developer. Hence it is requested to allow for recovery of interest cost during construction for entire period of FM/CIL event. **Suggested change:** 3.3.4 Provided, that due to the provisions of 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	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

		time period for the Scheduled COD. **The TSP will be allowed to recover the interest cost during construction corresponding for the period of FM/CIL event by adjustment in the Transmission Charges in accordance with Schedule 9.**	
87.	**TSA** 18. 1 The Nodal Agency shall appoint an agency/ company as Independent Engineer (IE)……. Responsibilities of IE include progress monitoring, ensuring quality, determine costs of works/services, determine valuation of project assets, assist parties in dispute resolution.	It is requested to not appoint an external agency (Independent Engineer-IE) and the Nodal Agency to execute the functions such as progress monitoring, quality assurance, determination of works/services, valuation of projects assets. Any delay in appointment of IE would delay the project execution. Further addition of an external agency would also be an additional expense which would eventually result in tariff increase.	Provisions of the TSA are amply clear in this regard and shall prevail.
88.	**TSA** 3.1 Satisfaction of Conditions Subsequent by the TSP c. Execute this Agreement;	Since the execution of TSA will require coordination with the CTU, it is requested that the TSA be executed before project acquisition by the project SPV in the interest of saving time. This will also facilitate early completion of the project critical activities	As per revised TBCB Guidelines and SBDs issued by MOP, GoI, TSP on the date of acquisition of SPV from the BPC will enter into a Transmission Service Agreement (TSA) with the Long Term Transmission System Users (LTTSUs).
89.	**TSA**	While the TSP will apply to the respective commission for grant of license, time required for the issuance is beyond the control of TSP once the application is made. We request to modify the clause suitably to incorporate the above.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

	3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date …… To obtain the Transmission License for the Project from the Commission;		
90.	**SPA** Clause 3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the Shares of the Company by the Selected Bidder as per Clause 3.3, (a) the authority of the BPC in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by the Central Transmission Utility of India Limited themselves, (b) all rights and obligations of the BPC shall cease forthwith, (c) all other rights and obligations of the Company shall be of the TSP and (d) any decisions taken by the BPC on behalf of the Company prior to the date of acquisition, shall continue to be binding on the Company and/or Central Transmission Utility of India Limited as the case may be.	We understand that acquisition price towards acquisition of one hundred percent (100%) of the equity shareholding of the Company, communicated to bidder would include all liabilities pertaining to SPV prior to closing date. Please confirm	The Provisions under Clause No. 3.5 of Tariff Based Competitive Bidding Guidelines for Transmission Service issued on 10.08.2021 shall prevail.
91.	**RfP Document** ANNEXURE B	In Annexure B of Draft Per Award Integrity Pact format project name is missing in paragraph -2	Please refer to Amendment No 2

	Draft Pre-Award Integrity Pact Existing Paragraph 2 "WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service."	BPC to provide clarity in format of in Draft Per Award Integrity Pact format	
92.	**RfP Document** Section -1 INTRODUCTION 1.2 - General Scope of work 400kV Bay extension at Pune (East), 220kV Bay extension at Manjarsumba (existing), 220kV bay extension at Paranda (existing), 220kV bay extension at Kalamb (existing)	BPC to share the existing SLD & Layout with marking on present scope of work for better clarity.	Pune (East) is proposed substation under TBCB. Bidder to coordinate with the developer of Pune (East) substation for requisite information, upon finalization. The available information is enclosed at **Appendix A_-Paranda SS** **Appendix B- Kalamb SS** **Appendix C -Manjarsumbha SS** For further information, prospective bidders are requested to visit the site and confirm the required information. Please also refer the clause 2.5.7 of RFP
93.	**RfP Document** B.2.4 d) 400kV Bay extension at Pune (East),	it is understood that existing busbar protection have provision for future bays and also PUs are available for future bays. BPC to confirm. Also provide the make and Model of Bus bar protection	The Available information is enclosed as **Annexure 1.** For further information, prospective bidders are requested to visit the site and confirm the required information. Please also refer the clause 2.5.7 of RFP

	220kV Bay extension at Manjarsumba (existing), 220kV bay extension at Paranda (existing) , 220kV bay extension at Kalamb (existing)		
94.	**RfP Document** B.3.1 400kV Bay extension at Pune (East), 220kV Bay extension at Manjarsumba (existing), 220kV bay extension at Paranda (existing) , 220kV bay extension at Kalamb (existing)	It is understood that existing station having sufficient Capacity of LT Trafo, DG et, Battery and battery charger to cater load of bays under present scope and TSP need not to consider New Trafo, DG set & Battey & Battery Charger. BPC to confirm the understanding	Yes, the Bidders understanding is correct.
95.	**RfP Document** B.3.1 iii) 400kV Bay extension at Pune (East), 220kV Bay extension at Manjarsumba (existing), 220kV bay extension at Paranda (existing) , 220kV bay extension at Kalamb (existing)	BPC to confirm the availability of AC & DC feeder in existing ACDB & DCDB for present scope of work	Availability of spare feeder to be confirmed by bidder through site visit. Bidder to suitably augment the existing facilities as required.
96.	**RfP Document** B.4.0 i)400kV Bay extension at Pune (East), 220kV Bay extension at Manjarsumba (existing), 220kV bay extension at Paranda (existing) 220kV bay extension at Kalamb (existing)	BPC to confirm whether the adjacent gantry is suitable for Bay extension or not.	Bidders are advised to visit the site and ascertain themselves in-coordination with the Substation Owner

97.	**RfP Document** Section -1 INTRODUCTION 1.2 - General Scope of work 400kV Bay extension at Pune (East), 220kV Bay extension at Manjarsumba (existing), 220kV bay extension at Paranda (existing) , 220kV bay extension at Kalamb (existing) NOTE Space shall be provided by existing Utility	BPC to confirm Space shall be provided free of cost to the TSP by existing Utility	Yes Confirmed
98.	**RfP Document** Section -1 INTRODUCTION 1.2 - General Scope of work Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.	As per RFP, the bus switching scheme for 220kV System is Double Main & Transfer & for 132kV single main & transfer. But there is no Bus coupler and transfer bus coupler in scope of work. BPC to confirm the requirement of Bus coupler and transfer bus coupler in 220kV & 132kV System	Please refer Amendment No 2
99.	**RfP Document** B.1.2 Notes:- Vi) Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.	As per RFP, Note (vi) 400/220/132kV Washi 400 kV bay configurations (one and half breaker scheme) shall be as follows: *400 kV bay configurations (one and half breaker scheme) shall be as follows:* **Configuration** / **Number of Bays (1-1/2 CB system)** a) ICT- Tie- Line — 2 (Two) b) 400 kV Bus Reactor – Tie – Future Space — 1 (One) c) ICT- Tie- Future Space — 2 (Two)	The future space is for completion of Dia

		BPC to confirm the bay for future space. Whether the future space is future line bay, future ICT bay or future Bus reactor bay	
100.	**RfP Document** B.2.0 Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.	BPC to confirm the Transfer bus coupler bay current rating for 132kV System.	2000 Amp
101.	**RfP Document** B.2.0 400kV Bay extension at Pune (East), 220kV Bay extension at Manjarsumba (existing), 220kV bay extension at Paranda (existing) , 220kV bay extension at Kalamb (existing) Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.	BPC to provide the technical specification of Current transformer, Capacitive voltage transformer,& Surge arrester for 132kV System as it is missing in RFP.	Shall be as per latest applicable CEA guidelines & relevant standard.
102.	**RfP Document** Section -1 INTRODUCTION 1.2 - General Scope of work 400kV Bay extension at Pune (East), 220kV Bay extension at Manjarsumba (existing), 220kV bay extension at Paranda (existing) , 220kV bay extension at Kalamb (existing)	BPC to confirm the requirement of PLCC for 400kV, 220kV & 132kV Lines.	FOTE to be used in case of radial lines, and compatible architecture (PLCC/FOTE) to be used in case of LILO lines. Please refer RFP clause no C.3.0

	Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.		
103.	**RfP Document** 1.6.1.1 Further, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report	BPC is requested to clarify what shall be the classification of the "400/220 kV Washi S/s" Greenfield substation (whether Generation PS or Load Serving SS or Intermediate SS) and subsequently what shall the radius within which the BPC shall finalise its Substation location from the given BPC substation location as per survey report.	RE Generation pooling Substation.
104.	**RfP Document** Clause-1.6.1.1-Scope of Transmission Service Provider	Kindly confirm whether the land for substation and intermediate substation is pre identified and clearances will be given within the time period?	The location of the proposed Substation in the survey report is tentative. Please refer to reply at Sl No 103. It is the responsibility of TSP to acquire the land.
105.	**RfP Document** Clause-1.6.1.4-Scope of Transmission Service Provider	Please confirm the time duration for the grant of Transmission License from State Commission.	Please refer Clause 2.5.7 of RFP.
106.	**TSA** Article-5,Clause-5.1(TSP's Construction Responsibilities)	Is there any stipulated time period for providing of such clearance or ROW? Additionally if Time period so provided Shall TSP will be eligible for any delay damages and Extension of Time if ROW or any other clearances does not get approved within time line stipulated?	No stipulated time period for clearance / ROW. However it's the responsibility of the TSP to develop the transmission system as per the scheduled SCOD mentioned in the RfP document.

107.	**TSA** Article-5, Clause- 5.1.3	While it is noted that the TSP is responsible for all clearances (including PTCC, forest, defense, aviation, rail/road), please confirm whether standard facilitation letters and other assistance from STU will be provided for getting clearance within a fixed timeframe for each clearance to avoid delays.	Please refer to reply at 57, 58 and 59. Bidder may also refer Article 5 of TSA in this regard.
108.	**TSA** Article-5,Clause-5.5 (Progress Monitoring and Quality Assurance)	Kindly define the Critical Elements under Shedule-1 and Schedule-2?	Please refer to reply at SL No 18
109.	**TSA** Article-6,Clause-6.4 (Liquidated damages for delay in achieving COD of Project)	Kindly confirm the balance amount that shall be deducted from Transmission Charges be deducted phase wise or in full in the subsequent billing cycle?	If the balance is small relative to Transmission Charges, it would be recovered in one go from the next invoice. If the balance is large, it would be adjusted over multiple billing cycles as mutually agreed upon.
110.	**TSA** Article 5.1.3, Article 5.1.5, Article 6.3, Article 12 – TSA	As per the TSA, the TSP is responsible for obtaining all statutory approvals, land acquisition, and resettlement & rehabilitation (R&R) arrangements. However, delays in such matters—particularly due to prolonged processing by government authorities, RoW disputes, or court stays—may severely affect the project schedule despite best efforts by the TSP. In this regard, we request clarification on whether suitable Extension of Time (EOT) shall be granted under the following conditions: Delay in grant of Transmission License or tariff adoption order by MERC beyond reasonable period. Delay in approvals /permits from PTCC, Forest Department, MoEF, Railways, etc.	Bidder may refer to Clause 2.5.7 of RfP document. The Provisions of Article 6 and 13 of TSA are amply clear in this regard and shall prevail.

		Delay in land acquisition or R&R implementation by competent authorities. Government action, policy change, or force majeure impacting site access or execution. Kindly confirm whether such delays shall be deemed justifiable grounds for EOT without levy of Liquidated Damages or invocation of Performance Bank Guarantee, and whether the procedure for such relief is covered under Articles 6.3 or 12 (Change in Law/Force Majeure).	
111.	**TSA** Article 10 and Schedule 4	As per the TSA, the Transmission Service Provider (TSP) shall be entitled to receive monthly Transmission Service Charges (TSC) from the Long Term Transmission System Users (LTTSUs) from the COD of individual elements as defined in Schedule 4. However, the TSA does not explicitly define the financial mechanism or assurance of payment security for such charges, especially in the context of multiple LTTSUs	Please refer to reply at SL No 47
112.	**RfP Document** Note- Space shall be provided by existing Utility for (i) 400 kV line bay at AIS Pune(East) (Proposed) (ii) 220 kV line bay at AIS Manjarsumba (existing) (iii) 220 kV line bay at AIS Paranda (existing) (iv) 132 kV line bay at AIS Kalamb (Existing)	1. Kindly clarify that the space for bay extension shall be provided at free of cost or there shall be any charges levied by S/s owner? 2. Kindly mention the O&M charges for Bays to be taken by S/s owner.	1. No charge is envisaged for the land
113.	**RfP Document** 400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed) – 2 Nos.	1. Kindly clarify that the location for this sub-station is final or not? 2. Kindly provide the completion time of the 765kV AIS Pune (East) (Proposed) Sub-station.	1. The location of the proposed Substation in the survey report is tentative. Please refer to reply at Sl No 103. 2. BPC to reply based on the survey report.

114.	**RfP Document** Annexure C, Cl. A 9.0 In this project 400 KV ACSR Quad Moose, 220 KV ACSR Zebra and 132 KV ACSR Panther towers are involved. However, Minimum line metal clearance for various swing angles are furnished for 400 KV towers only.	Please furnish the Minimum line metal clearance requirement for 220 KV and 132 KV towers also.	Please refer to Amendment No 2
115.	**Survey Report** 6.4 Summery of proposed route Sr No 8 (page No 21) Animal/Bird Sanctuary- (GIB) 41,468 m	As per the BPC survey, the proposed 400kV transmission line route passes through a potential Great Indian Bustard (GIB) habitat within the Jawaharlal Nehru Bustard Sanctuary, Solapur, Maharashtra. It is understood that the matter concerning the installation of transmission lines in GIB areas is currently under consideration by the Hon'ble Supreme Court. Kindly provide the procedure and necessary guidelines for obtaining approval for laying transmission lines within the GIB area.	The transmission line "400kV D/C line from 400/220/132kV AIS WASHI (NEW) to 765/400kV AIS PUNE (EAST)" is passing through the GIB Area and the same is mentioned in the survey report. Further, as mentioned in the RfP Clause 2.5.7.4, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations. Any further guidelines/approvals/ procedures/ mitigating measures to protect GIB required to be adopted by the TSP pursuant to the submission of the report by the Expert Committee as sought in the Hon'ble Supreme Court Order dated 23.03.2024 is also required to be followed by the TSP.

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(पावर फाइनेंस कॉर्पोरेशन लि0 की पूर्णत स्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No.: 04/24-25/ITP-102/RFP **Aug 21, 2025**

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering, **E-mail:** bd@mclindia.com
Montecarlo Ltd.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

Subject: Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" – Regarding issue of Clarifications to RfP documents.

Dear Sir,

1) This has reference to the RfP document issued for the Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" on 30.05.2025.

2) Clarification to bidder's query Set-2 to the RFP documents is enclosed for your information and necessary action.

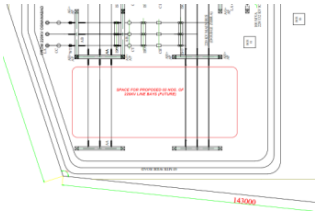
Thanking you.

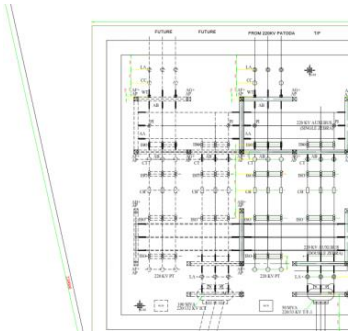
Yours faithfully

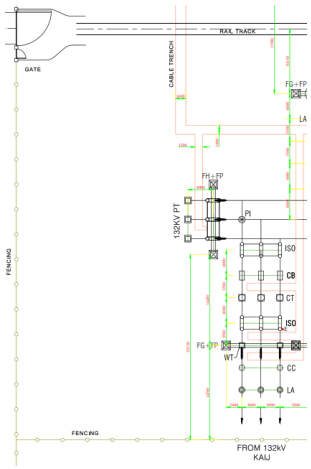
(Bibhuti Giri)
DGM

Encl.: As above

Sl. No.	Clause No. & Existing provision/ Clarifications issued	Clarification required / Suggested Changes	Clarification
PGCIL- 25/07/2025			
1.	RFP, ANNEXURE-C SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE	The area outside kalam S/S is completely occupied with dense commercial and residential buildings. Due to the densely inhabited residential & commercial area, there is absolutely no space for the termination of "132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)" at Kalamb SS. In view of above, provision for laying of 132 kV UG Cable instead of Overhead line on Lattice structure may be stipulated in the RfP documents for the above lines.	Kindly refer to Clause 9.0 of the Survey Report, which specifies that monopoles are to be erected in urban areas where Right of Way (RoW) constraints exist. The route indicated in the survey report is tentative. However, bidder shall finalize the route after their detailed survey considering the requirement of RFP and CEA regulations. Bidders are advised to ascertains regarding RoW constraints and optimise/finalize the route in consultation with appropriate authority. Please also refer clause 2.5.7 of RFP document.
MONTE CARLO- 29/07/2025			
2.	**Clarification set-1 dated 25.07.2025** Appendix –A SLD & Layout	As per the Appendix –A,_Paranda received along with the amendment and clarification dated 25/07/2025, further clarification is required from REC. We understand based on our site visit that the bay marked in the below drawing is allocated for some other lines. We	The execution of scope defined in RFP is to be completed by TSP in coordination with existing Transmission licensee. Further, in case of Space constraint TSP may opt for GIS if required. BPC shall not procure / provide any land for construction of bays at Paranda. If required,

Sl. No.	Clause No. & Existing provision/ Clarifications issued	Clarification required / Suggested Changes	Clarification
		request REC to clarify if the space is allocated for the Beed TBCB package or for some other purpose. Below google image suggests that there is no main bus/aux. bus extended as reflect the below drawing image. Further extension is not feasible beyond the red marked allocated area as it will go beyond the existing boundary line. Further we understand that based on Sr. No. 112 of Clarification provided by BPC, if any land is required inside /outside the existing boundary wall, it shall be provided by BPC free of cost.  	procurement of land will be sole responsibility of successful bidder.
3.	**Clarification set-1 dated 25.07.2025** Appendix-B SLD & Layout	As per the Appendix-B_Manjarsumba, received along with the amendment and clarification dated 25/07/2025, further clarification is required from BPC. We understand based on our site visit that the future bays in the below drawing are allocated for some other line/ICT bays. We request BPC to clarify if the space is allocated for the Beed TBCB package or for some other purpose. Further extension is not feasible beyond the proposed 2 bays (in dotted line) allocated area as it will go beyond the existing boundary line.	The execution of scope defined in RFP is to be completed by TSP in coordination with existing Transmission licensee. Space for construction of bays at existing Manajsumbha S/stn will be provided by existing Transmission Licensee free of cost.

Sl. No.	Clause No. & Existing provision/ Clarifications issued	Clarification required / Suggested Changes	Clarification
		Further we understand that based on Sr. No. 112 of Clarification provided by BPC, if any land is required inside /outside the existing boundary wall, it shall be provided by BPC free of cost. 	
4.	**Clarification set-1 dated 25.07.2025** Appendix-C SLD & Layout	As per the Appendix-C_Kallamb, received along with the amendment and clarification dated 25/07/2025, further clarification is required from REC. We understand based on our site visit that the future bays under this TBCB package are proposed in the vacant area (left to the 132kV Kaij line). We request REC to clarify if	The execution of scope defined in RFP is to be completed by TSP in coordination with existing Transmission licensee as per site requirements. Space for construction of bays at existing Kalamb S/stn will be provided by existing Transmission Licensee free of cost

Sl. No.	Clause No. & Existing provision/ Clarifications issued	Clarification required / Suggested Changes	Clarification
		the present bus CVT is to be relocated to accommodate the future 132kV D/C line bays under this package.  	
PGCIL-01/08/2025			
5.	**RFP & Amendment -2** Clause A8.0 –	As per Clause 7.3.2 of IS 5613 (Part2/Section1): 1985 (Reaffirmed:	Minimum Vertical Electrical Clearance Between Conductors shall be as per relevant IS.

<table>
<tr><th>Sl. No.</th><th>Clause No. & Existing provision/ Clarifications issued</th><th>Clarification required / Suggested Changes</th><th>Clarification</th></tr>
<tr><td></td><td>The required phase to phase spacing and horizontal spacing for 400kV line shall be governed by the tower design as well as minimum live metal clearances for 400kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400 kV lines shall not be less than 8m.
The required phase to phase spacing and horizontal spacing for 220kV line shall be governed by the tower design as well as minimum live metal clearances for 220kV voltage level under different insulator swing angles. However, the phase to phase spacing for 220kV D/C line shall not be less than 5.0m.</td><td>2002), Minimum Vertical Electrical Clearance Between Conductors
has been specified as 4.9m for 220kV.</td><td></td></tr>
<tr><td>6.</td><td>RFP & Amendment -2
Clause A9.0 III–
Minimum live metal clearances for 132 kV line:
a) Under stationary conditions : From towe body: 1.53m
b) Under swing conditions:
<table><tr><th>Wind pressure ondition</th><th>Minimum electrical clearance</th></tr><tr><td>a) Swing angle (15)°</td><td>trs</td></tr><tr><td>b) Swing angle (30)°</td><td>trs</td></tr><tr><td>c) Swing angle (45)°</td><td>trs</td></tr><tr><td>d) Swing angle (60)°</td><td>trs</td></tr></table>c) Minimum ground clearance: 6.1 m
d) Minimum mid span separation betwee</td><td>As per Clause 7.3.2 of IS 5613 (Part2/Section1): 1985 (Reaffirmed:
2002), Minimum Vertical Electrical Clearance Between Conductors
has been specified as 3.9m for 132kV.</td><td>Minimum Vertical Electrical Clearance Between Conductors shall be as per relevant IS.</td></tr>
</table>

Sl. No.	Clause No. & Existing provision/ Clarifications issued	Clarification required / Suggested Changes	Clarification
	earthwire and conductor: 6.1 m e) However, the phase spacing for 132kV D/C Line shall be not less than 4.0 m. Further, Shielding angle shall not exceed 30 deg for 220 kV D/C lines and 132 kV D/C lines.		
7.	**Survey Report** 6.4 Summary of proposed route Sr. No.8 (Page No.21) Animal / Bird sanctuary - (GIB) 41,468m	As per the BPC survey, the proposed 400kV transmission line route passes through a potential Great Indian Bustard (GIB) habitat within the Jawaharlal Nehru Bustard Sanctuary, Solapur, Maharashtra. It is understood that the matter Concerning the installation of transmission lines in GIB areas is currently under consideration by the Hon'ble Supreme Court. Kindly provide the procedure and necessary guidelines for obtaining approval for laying transmission lines within the GIB area	The transmission line "400kV D/C line from 400/220/132kV AIS WASHI (NEW) to 765/400kV AIS PUNE (EAST)" is passing through the GIB Area and the same is mentioned in the survey report. Further, as mentioned in the RfP Clause 2.5.7.4, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations Any further guidelines/ approvals/procedures/ mitigating measures to protect GIB required to be adopted by the TSP pursuant to the submission of the report by the Expert Committee as sought in the Hon'ble Supreme Court Order dated 23.03.2024 is also required to be followed by the TSP.

<table>
<tr><th>Sl No</th><th>Clause No.</th><th>Existing Provisions</th><th>Revised Provisions</th></tr>
<tr><td>1.</td><td>Relevant Clauses of RfP and TSA</td><td>
Scope of the Transmission Scheme:
<table>
<tr><th>Sl.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1</td><td>Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.
• 400/220 kV, 500 MVA, ICT – 2 Nos.
• 400/132 kV, 300 MVA, ICT – 2 Nos.
• …</td><td>24 Months</td></tr>
<tr><td>2</td><td>…</td><td></td></tr>
<tr><td>3</td><td>…</td><td></td></tr>
<tr><td>4</td><td>…</td><td></td></tr>
<tr><td>5</td><td>…</td><td></td></tr>
<tr><td>6</td><td>220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s
• 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos
• 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos</td><td></td></tr>
<tr><td>7</td><td>…</td><td></td></tr>
<tr><td>8</td><td>…</td><td></td></tr>
</table>
</td><td>
Scope of the Transmission Scheme:
<table>
<tr><th>Sl.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1</td><td>Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x315 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.
• 400/220 kV, 500 MVA, ICT – 2 Nos.
• 400/132 kV, 315 MVA, ICT – 2 Nos.
• …</td><td>24 months</td></tr>
<tr><td>2</td><td>..</td><td></td></tr>
<tr><td>3</td><td>…</td><td></td></tr>
<tr><td>4</td><td>…</td><td></td></tr>
<tr><td>5</td><td>…</td><td></td></tr>
<tr><td>6</td><td>220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s
• 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos
• 220 kV (GIS) line bay at 220 kV Paranda (existing) - 2 Nos</td><td></td></tr>
<tr><td>7</td><td>…</td><td></td></tr>
<tr><td>8</td><td>…</td><td></td></tr>
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</td></tr>
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PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No.: 04/24-25/ITP-101/RFP

Sep 15, 2025

To,
Mr. Pankaj Pandey, ED (TBCB)
Power Grid Corporation of India Limited,
"Saudamini" Plot No 2, Sector 29,
Gurgaon-122001

E-mail: ppandey@powergrid.in

Subject: Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" – Regarding issue of Final TSA.

Dear Sir,

1) This has reference to the RfP document issued for the Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" on 30.05.2025.

2) The Final TSA is enclosed for the Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" in enclosed.

This is for your information and necessary action please.

Encl.: As above

Yours faithfully

(Bibhuti Giri)
DGM

<table>
<tr><th>Sl No</th><th>Clause No.</th><th>Existing Provisions</th><th>Revised Provisions</th></tr>
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<tr><td>3</td><td>…</td><td></td></tr>
<tr><td>4</td><td>…</td><td></td></tr>
<tr><td>5</td><td>…</td><td></td></tr>
<tr><td>6</td><td>…</td><td></td></tr>
<tr><td>7</td><td>…</td><td></td></tr>
<tr><td>8</td><td>…</td><td></td></tr>
</table>
Note- Space shall be provided by existing Utility for
(i) 400 kV line bay at AIS Pune(East) (Proposed)
(ii) 220 kV line bay at AIS Manjarsumba (existing)
(iii) 220 kV line bay at AIS Paranda (existing)
(iv) 132 kV line bay at AIS Kalamb (Existing)
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Scope of the Transmission Scheme:
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<tr><td>3</td><td>…</td><td></td></tr>
<tr><td>4</td><td>…</td><td></td></tr>
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<tr><td>6</td><td>…</td><td></td></tr>
<tr><td>7</td><td>…</td><td></td></tr>
<tr><td>8</td><td>…</td><td></td></tr>
</table>
Note- Space shall be provided by existing Utility for
(i) 400 kV line bay at AIS Pune(East) (Proposed)
(ii) 220 kV line bay at AIS Manjarsumba (existing)
(iii) deleted
(iv) 132 kV line bay at AIS Kalamb (Existing)
</td></tr>
</table>

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(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No.: 04/24-25/ITP-101/RFP

Sep 19, 2025

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering,
Montecarlo Ltd.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

E-mail: bd@mclindia.com

Subject: Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" – Regarding issue of Clarification Set-3 to RfP documents.

Dear Sir,

1) This has reference to the RfP document issued for the Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" on 30.05.2025.

2) Clarification Set-3 to the RFP documents is enclosed for your information and necessary action.

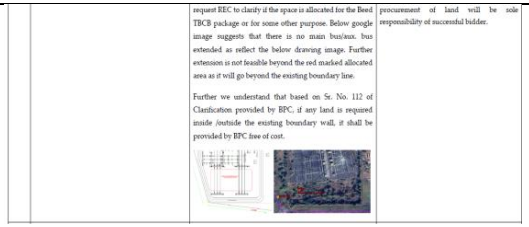
Thanking you.

Yours faithfully

(Bibhuti Giri)
DGM

Encl.: As above

Sl	Clause No. & Existing provision/ Clarifications issued	Clarification required / Suggested Changes	Clarification
1.	**BPC Clarification Set-2 dated 21.08.2025** 1) Reply given by BPC at Sr. no. 2 The execution of scope defined in RFP is to be completed by TSP in coordination with existing Transmission licensee. Further, in case of Space constraint TSP may opt for GIS if required. BPC shall not procure / provide any land for construction of bays at Paranda. If required. 2) Transmission Service Agreement Schedule: 1 Scope of the Project: Note- Space shall be provided by existing Utility for (i) 400 kV line bay at AIS Pune(East) (Proposed) (ii) 220 kV line bay at AIS Manjarsumba (existing) (iii) 220 kV line bay at AIS Paranda (existing) (iv) 132 kV line bay at AIS Kalamb (Existing)	We would like to inform BPC, that we have visited site as well as co-ordinated with the existing Transmission Licensee (MSETCL) regarding the proposed 220kV AIS Bay work at existing 220kV Paranda S/s. We understand based on our site visit and discussion with Authority of Paranda S/s, that the space at sub-station is already allocated for some other purpose and there is no any space available in sub-station. In this scenario the TSP may require space outside the Paranda S/s. However, in set 2 clarification BPC replied that, "in case of Space constraint TSP may opt for GIS if required. BPC shall not procure / provide any land for construction of bays at Paranda. If required, procurement of land will be sole responsibility of successful bidder." We would like to draw your kind notice that in schedule 1 of Transmission service agreement i.e. scope of project, it is mentioned that "Space shall be provided by existing Utility for 220 kV line bay at AIS Paranda (existing)". In view of above, the clarification given by BPC is contradicting with the notes given in scope of work. So we request BPC to kindly clarify/amend the same.	Bidder is requested to refer Amendment No 3 dated 04.09.2025 regarding revision in scope of work. Further, it is to be noted that BPC/Existing Utility shall not procure / provide any land/additional land for construction of GIS line bays at Paranda SS. If required, procurement of land will be sole responsibility of successful bidder. The footnote to the Scope of work under the Project may be read as follows: Note- Space shall be provided by existing Utility for (i) 400 kV line bay at AIS Pune(East) (Proposed) (ii) 220 kV line bay at AIS Manjarsumba (existing) (iii) **deleted** (iv) 132 kV line bay at AIS Kalamb (Existing) (Bidder may Refer to Amendment No-4)
2.	**BPC Clarification Set-2 dated 21.08.2025**  2. | Clarification set-1 dated 25.07.2025 Appendix -A SLD & Layout | As per the Appendix -A_Paranda received along with the amendment and clarification dated 25/07/2025, further clarification is required from REC. We understand based on our site visit that the bay marked in the below drawing is allocated for some other lines. We | The execution of scope defined in RFP is to be completed by TSP in coordination with existing Transmission licensee. Further, in case of Space constraint TSP may opt for GIS if required. BPC shall not procure / provide any land for construction of bays at Paranda. If required,	1) During the site visit to the 220 kV Paranda Substation, it was informed that the space designated **"Space for proposed 02 nos. of 220 kV line bays (Future)"** has already been allocated to another project. For the current scope involving the extension of two (02) 220 kV line bays under the subject package, the area adjacent to the designated space falls under the line corridor, where	1) Please refer to reply at Sl No-1 2) The layout and SLD diagram of 220 kV substation at Paranda has been provided to the bidders in the 1st set of clarification. Construction of 2(Two) no of GIS bays including any extension if necessary for termination of 220 kV DC line from Washi SS in under the scope of TSP. **Provision of RFP shall prevail**

		construction of the bays is not feasible due to Right of Way (ROW) constraints. Additionally, the space available on the opposite side, adjacent to the 220 kV TBC-2 bay, has also been allocated to another agency, and partial construction work has already been carried out in that area. **In view of the above, there is no available space at the site for the construction of the two (02) 220 kV AIS bays as envisaged under the present scope.** 2) It is further informed that a 220 kV GIS with Main and Transfer Bus (SMT) scheme is not a standard product. GIS manufacturers are unlikely to accept an offer for only two (02) 220 kV line bays with SMT configuration, as it represents a non-standard and limited quantity. **Therefore, it is requested to kindly review the proposed clarification against Query Sl. No. 2 of Clarification Set-2, considering the site constraints and product feasibility.**	
3.	**Amendment - 3 dated 04.09.2025** **Existing Provisions -** • 220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 1. 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 2. 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos **Revised Provisions -** • 220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s	As per the Set-2 clarification received from BPC, our understanding is that the space (as marked in red) in the existing Paranda substation is allocated for some other purpose, hence the possibility of further extension within the existing boundary area (AIS or GIS) is not feasible. As per the amendment-3 received vide dated 04.09.2025 regarding the requirement of 220kV GIS line bays at existing Paranda substation, kindly provide the following information/documents in order to estimate the quantity/quote - 1. The busbar configuration required for the GIS substation, as the existing main busbar/aux. busbar needs to be connected with the GIS busbars. (Existing busbar system is Main & Aux. bus whereas in GIS, generally have the Main bus-1 & 2 concept, how	Please refer to the reply at Sl No-1 1. The layout and SLD diagram of 220 kV substation at Paranda has already been issued to the bidders along with 1st set of clarification. The TSP has to construct 2(Two) no. of GIS bays including extension, if any, necessary for termination of 220 kV DC line from Washi SS. 2. The General Technical Specifications for GIS equipment is attached at **Annexure-A.**

	• 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 2. 220 kV (GIS) line bay at 220 kV Paranda (existing) - 2 Nos	the operation will takes place considering the existing and GIS busbar configuration. 2. Technical Specification - Technical parameters such as Insulation levels/Fault levels. 3. Indoor or Outdoor Type GIS. 4. Preliminary GIS SLD & Layout to understand the busbar configuration. 5. How the existing main bus/aux. bus will connect with the GIS busbars (via Bus post Insulator or GIB) 6. We understand that we only have to consider 2 nos. of line bays. We will not consider Bus-coupler/TBC. Please clarify. Considering the delivery challenges of 220kV GIS and HV tests required at site, we request you to extend the project completion period. We request BPC to arrange the meeting with MSETCL to understand the space constraints.	Reply to query at Sl No 3, 4, 5, 6 The TSP has to construct 2(Two) no of GIS bays including extension as necessary at Paranda SS for termination of 220 kV DC line from Washi SS. Further, the SCOD mentioned in RfP and subsequent amendments shall prevail.
4.	**Survey report**	As per the Survey Report, the Route provided for 400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East) (Proposed) is passing through the GIB Potential/Priority area. Please confirm whether the Route/SS location is passing through GIB Priority area or it is Passing through potential area. Further, approval from the Supreme court committee for feasibility, routing and other measures to be taken for the 400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed) through GIB may also be furnished to avoid complexities during execution stage.	In the survey report it is mentioned that 400 kV D/C line from 400 kV AIS Wagdari (New) to 765 kV Pune (East) (Proposed) is passing through the GIB Area. The same has been mentioned as GREAT INDIAN BUSTARD WILDLIFE SANCTUARY and classified as Protected Area in the Ministry of Environment, Forest and Climate Change, Gazette Notification No. CG-DL-E-13022020-216108 dtd. 11.02.2020. However, as mentioned in the RfP Clause 2.5.7 Bidder may need to carry out their own due-diligence for taking necessary approvals/ clearances as may be required while finalizing the line route.

5.	**Amendment - 3 dated 04.09.2025** **Scope of the Transmission Scheme SN-6:** 220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (GIS) line bay at 220 kV Paranda (existing) - 2 Nos	Please provide the Bus configuration for "220kV (GIS) line bays at 220 kV Paranda (existing)-2 Nos Existing 220kV bus configuration at Paranda Substation is one Main and one Auxiliary Bus. One main and one Auxiliary Bus. One Main and one Auxiliary bus configuration is not Standard configuration in GIS. Further Specifications are not available. It is kindly consider to please amend the scope by the "220kV (GIS) line bay with single bus at 220kV Paranda (existing)-2 Nos." Further specifications for GIS has to be provided. **Suggested text for Amendment:** • 220kV (GIS) line bay with single bus at 220kV Paranda (existing)-2 Nos.	**Provision of RFP shall Prevail**

B.2.4.1 **GIS (Gas Insulated Switchgear)**

GIS (Gas Insulated Switchgear) shall be Indoor type in accordance to IEC: 62271-203. The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All the switchgear such as Circuit Breaker, isolator, earth switch CT, etc. shall be GIS type. The Surge Arrestor and Voltage Transformer shall be either GIS or outdoor AIS type.

The GIS assembly shall consist of separate modular compartments e.g. Circuit Breaker compartment, Bus bar compartment filled with SF6 Gas and separated by gas tight partitions so as to minimize risk to human life, allow ease of maintenance and limit the effects of gas leaks failures & internal arcs etc. These compartments shall be designed to minimize the risk of damage to adjacent sections and protection of personnel in the event of a failure occurring within the compartments. Rupture diaphragms with suitable deflectors shall be provided to prevent uncontrolled bursting pressures developing within the enclosures under worst operating conditions, thus providing controlled pressure relief in the affected compartment. The arrangement of gas sections or compartments shall be such as to facilitate future extension of any make without any drilling, cutting or welding on the existing equipment. To add equipment, it shall not be necessary to move or dislocate the existing switchgear bays. The layout of Gas Insulated Bus Ducts shall be properly planned to optimize the length of bus ducts and for easy accessibility for maintenance. The length of busbars, bus ducts, isolator sections shall be optimized considering effects of fast transient voltage due to isolator operations.

The bus bar modules including auxiliary bus modules (wherever applicable) shall be provided with suitable End Piece (Interface) module on both sides with the test link facility for future extension as per provisions of future requirement. The end piece module shall be designed in such a way so that future GIS module may be tested without extending test voltage to existing bus and vice-versa by removing the test link.

TSP shall make available the complete details for the design of interface module such as cross section, enclosure material, enclosure dimensions (inner & outer), Flange diameter (inner & outer), conductor cross-section & connection arrangement, bolt spacing & dimension, rated gas pressure, Gasket detail etc. Further, adequate space for GIS busbar interface module shall be taken into account for future scope.

Each section shall have plug-in or easily removable connection pieces to allow for easy replacement of any component with the minimum disturbance to the remainder of the equipment. Inspection windows (View Ports) shall be provided for Disconnector Switches and both type of earth switches i.e. Maintenance and fast operating.

Local control cabinets (LCC) shall be provided as per requirement. The alarm & annunciation of GIS equipment shall be wired to SCADA System.

The material and thickness of the enclosures shall be such as to withstand an internal flash over without burns through for a period of 300 ms at rated short time withstand current. The material shall be such that it has no effect of environment as well as from the by-products of SF6 breakdown under arcing condition. This shall be validated with Type Test.

Service continuity requirement for GIS:

The GIS equipment with the given bus switching arrangement shall be divided into different gas compartments. During the work such as a fault repair or major maintenance, requiring the dismantling of a gas compartment for which more than one compartments may need to be de-gassed.

TSP shall meet following Service continuity conditions (to the extent possible) with ensuring equipment and operating personnel's safety:

- For Double Main bus switching scheme, during a fault in Circuit Breaker compartment, no bus bar is permitted out of service during maintenance and repair/replacement.
- During a fault in GIS compartment other than Circuit Breaker compartment, maximum one bus bar and/or one feeder is permitted out of service during maintenance and repair/replacement.

B.2.4.2 **UHF sensors in GIS for PD (Partial Discharge) detection:**

Adequate number of Ultra High Frequency (UHF) sensors shall be provided in the offered GIS along with suitable portable type PD measuring instrument for detection of Partial discharge (of 5 pC and above as per IEC 60270). The number and location of these sensors shall be based on laboratory test on typical design of GIS as per recommendations of CIGRE Document No. 654 (Application Guide for sensitivity verification for UHF Partial discharge detection system for GIS).

B.2.4.3 **Circuit Breakers (GIS):**

GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 60 ms for 220kV and 132 kV. Circuit breakers shall be provided with single phase and three phase auto reclosing. Each breaker shall have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. The short line fault capacity shall be the same as the rated capacity and this is proposed to be achieved without the use of opening resistors.

B.2.4.4 **Isolators (GIS)**

The isolators shall comply to IEC 62271-102 in general. Earth switches are provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. All isolators and earth switches shall be motor operated type.

Isolator shall be of extended mechanical endurance class-M2 and suitable for Bus Transfer Current Switching duty as per IEC standard. High speed earthing switches shall be provided for grounding purpose at overhead line terminations & cable terminations and shall have fault making capability as specified. Earth switch for line isolator shall be of earthing switch class E1 and shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

B.2.4.5 **Current Transformers (GIS)**

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) shall have five cores (four for protection and one for metering).The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. Accuracy class for protection core shall be PX and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 20VA for metering core) for better sensitivity and accuracy.

The instrument security factor shall be less than 5 for CTs up to 220 kV voltage class.

B.2.4.6 **Voltage Transformer (GIS)**

The voltage transformers shall conform to IEC-61869. Voltage transformers shall be of electromagnetic type with SF6 gas insulation. The earth end of the high voltage winding and the ends of the secondary winding shall be brought out in the terminal box. The voltage transformers shall be located as a separate bay module and will be connected phase to ground and shall be used for protection, metering and synchronization. The voltage transformers shall be of inductive type, nonresistant and shall be contained in their own-SF_6 compartment, separated from other parts of installation. The voltage transformer shall be effectively shielded against high frequency electromagnetic transients. The voltage transformer shall have three secondary windings out of which two shall be used for protection and one for metering. The voltage transformer should be thermally and dielectrically safe when the secondary terminals are loaded with the guaranteed thermal burdens. The accuracy class for protection cores shall be 3P. The accuracy of 0.2 on metering core should be maintained throughout the entire burden range on all the three windings without any adjustments during operation. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 50VA for metering core) for better sensitivity and accuracy.

B.2.4.7 **Surge Arresters (GIS) (if applicable)**

216kV and 120 kV Station High duty gapless type Surge arresters conforming to IEC 60099-4 in general shall be provided for 245kV and 145kV system. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided near line entrances, transformers &

Reactor so as to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4.8 **SF_6 to Air Bushing**

Outdoor bushings, for the connection of conventional external conductors to the SF6 metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC-60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/kV. SF_6 to air Bushing shall be of Polymer / composite type and shall be robust and designed for adequate cantilever strength to meet the requirement of seismic condition. The electrical and mechanical characteristics of bushings shall be in accordance with IEC-60137. Polymer/composite insulator shall be seamless sheath of silicon rubber compound. The housing & weather sheds should have silicon content of minimum 30% by weight. It should protect the bushing against environmental influences, external pollution and humidity. The hollow silicon composite insulators shall comply with the requirements of IEC 61462 and the relevant parts of IEC-62217.

B.2.4.9 **GIS hall**

The Gas Insulated Switchgear (GIS) of each voltage along with other associated equipment shall be housed inside the GIS building separately. Independent single storied GIS building shall be provided for each voltage class. The panels i.e. Bay level units, bay mimic, relay and protection panels, RTCC panels, PLCC panels, panels for telecommunication system etc. are to be placed in a separate room in the GIS building. The size of the room shall be such that all the panels for the bays under present scope shall be accommodated. The panel room shall be air-conditioned. Further, the temperature of the room shall be monitored through substation automation system by providing necessary temperature transducers. Ventilation system of suitable capacity shall be provided for GIS hall.

One EOT Crane of suitable capacity for erection & Maintenance of largest GIS component/assembly and all plant installed in the GIS switchgear room shall be provided in GIS hall. The crane shall be capable of fulfilling all special requirements for erection & maintenance of GIS equipment. The capacity of the crane shall be sized to lift the heaviest GIS switchgear component.

For extension of existing GIS, existing facilities shall be suitably augmented/ extended for GIS equipment under present scope.

B.2.5 **Protection Relaying & Control System**

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 communication interface and should have Interoperability during integration of numerical relays to communicate over IEC61850

protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor 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

220kV kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 220kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware & manufacturing platform or different principle of operation.

However, Line Current Differential relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30kM) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power & control cabling and integration with SAS at remote end shall be provided by respective bay owners.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 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. Auto reclose as built in function of 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.

For 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) Bus bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 220kV, 132 Kv and 66 kV buses. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as 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.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input/ output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

(c) Local Breaker Back-up Protection

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

Notes:

1. *LBB & REF relays shall be provided separately from transformer differential relay.*
2. *LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme.*
3. *Over fluxing & overload protection can be provided as built-in feature of differential relay.*

PFC CONSULTING LTD.

150 YEARS OF CELEBRATING THE MAHATMA

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)
CIN U74140DL2008GOI175858

Ref.No.: 06/25-26/ITP-101 **October 25, 2025**

To,
Mr. Anoop Vijay Vargiya, AGM-BD & tendering
Montecarlo Ltd.
Montecarlo house,
Sindhu Bhawan Road, Bodakdev
Ahmedabad-380058.
Gujarat-India.

E-mail: bd@mclindia.com

Subject: Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" - Regarding issue of Clarifications to RfP documents.

Dear Sir,

1. This has reference to the RfP document issued for the Transmission Project " **Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District**" on 30.05.2025.

2. Clarification to bidder's query Set-4 to the RFP documents is enclosed for your information and necessary action.

Thanking You,

Yours faithfully

(Bibhuti Giri)
DGM

Encl.: As above

Clarification Set- 4 on the RFP & Project Documents for intrastate Transmission Scheme
"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"

Sl. No	Name of the Document Clause No. and Existing provision	Clarification required	Clarification
1	RFP & Amendment-3 Sn. 1 of Amendment-3 RFP Clause no. B.2.2.1- Power Transformer	As per the RFP and Amendment No. 3, the scope includes the supply of **2 nos of 315 MVA, 400/132kV ICTs**. However, the amendment does not specify the detailed technical parameters for these ICTs. Based on the technical offers received from OEMs, it has been observed that the **No Load Losses** and **Auxiliary Losses** defined in the **CEA technical specifications** are not technically achievable. Post discussions with multiple OEMs, the following points have emerged: • **No Load Loss:** As per CEA specifications, the permissible no-load loss is 75 kW. However, the OEM has indicated that they are currently unable to meet this requirement. • **Auxiliary Loss:** The CEA specifies a maximum auxiliary loss of 10 kW. However, the OEM has indicated that they are currently unable to meet this requirement too. • **Dynamic Short Circuit (DSC) Withstand Test:** The OEM does not have readily available test reports for the DSC withstand test corresponding to this specific ICT rating. • **Type Testing**: Due to the limited market demand for ICTs of this specific rating, OEMs have indicated that conducting the required type tests will require additional time. This delay is likely to impact the finalization of techno-commercial offer and project execution timeline. BPC is requested to provide clarity on the same.	The corrigendum issued by CEA in respect of 400/132, 315MVA, 3-phase Autotransformer stating revised losses for the ICT is enclosed at **Annexure-A**. Further, in case of Dynamic Short Circuit test to be performed on above rating of Auto transformer, successful bidder/manufacturer shall carry out the test before commissioning of the project in line with CEA guidelines.

भारत सरकार/ Government of India

विद्युत मंत्रालय/ Ministry of Power

केन्द्रीय विद्युत प्राधिकरण/ Central Electricity Authority

विद्युत प्रणाली अभियांत्रिकी एवं प्रौद्योगिकी विकास प्रभाग

Power System Engineering & Technology Development Division

Date: 24.10.2025

CORRIGENDUM

विषय: Technical parameters of 400/132 kV, 315 MVA, 3-Phase Auto Transformer specified in CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)".

Technical parameters of 400/132 kV, 315 MVA, 3-Phase Auto Transformer, **mentioned at SN-11, 12 and 25 of Clause 6.0 of Annexure-A** of the document titled "**Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)"** brought out by CEA in April, 2021 shall be read as follows.

SN under Clause 6 of Annexure-A	Page No.	Description	Unit	Technical Parameters
11	21 of 71	Tap Changer		+10% to -10% in steps of 1.25% for IV (132 kV) side voltage variation (OLTC with current rating of minimum 1500 A is allowed)
12	21 of 71	Location of Tap changer		On the 132 kV line end
25 i)	24 of 71	Max. No Load Loss at rated voltage and frequency	kW	100
25 ii)	24 of 71	Max. Load Loss at rated current and at 75°C for HV and IV windings, at principal tap position	kW	470
25 iii)	25 of 71	Max. I2R Loss at rated current and at 75°C for HV and IV windings, at principal tap position	kW	365
25 iv)	26 of 71	Max. Auxiliary Loss at rated voltage and frequency	kW	11

This issues with the approval of competent authority.

(पंकज कुमार वर्मा /Pankaj Kumar Verma)

उप-निदेशक/Dy. Director

To

All Stakeholders

PFC CONSULTING LTD

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लि0 की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No. 05/24-25/ITP-101/RfP

June 03, 2025

To,
Additional Chief Secretary (Energy)
Hongkong Bank Building,
3rd and 4th Floor, Mahatma Gandhi Road,
Fort, Mumbai–400001, Maharashtra.
Email : psec.energy@maharashtra.gov.in

Sub: Prior approval of the Govt. for laying of overhead transmission lines under Section 68 of the Electricity Act, 2003 for the Transmission System for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"

Madam,
The Government of Maharashtra vide its Government Resolution No. Sankinam0125/P.R.32/Urja-4 dated 12.02.2025 has notified PFC Consulting Limited (PFCCL) as the Bid Process Coordinator (BPC) for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power. (Copy enclosed at **Annexure- A**)

The bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" has been initiated with the publication of RFP notification on May 30, 2025. A company under the Companies Act 2013 by the name of "NES DHARASHIV TRANSMISSION LIMITED" has been incorporated to initiate the activities for development of the project.

As per clause 1.5 (b) of Standard RfP, BPC has to obtain approval for laying of overhead transmission lines under Section 68 of the Electricity Act, 2003 from appropriate Government for the subject transmission project and provide to the bidders at least thirty (30) days prior to Bid Deadline.

It is, therefore, requested that approval for laying of overhead transmission lines under Section 68 of the Electricity Act, 2003 may kindly be granted in respect of the following transmission project in favour of "NES DHARASHIV TRANSMISSION LIMITED" the SPV (who shall own the transmission project and the transmission license shall also be issued in its favour) as per details given below:

Sl.	Name of the Transmission Element	Scheduled COD in months
1.	**Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 300 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos.	24 Months

Sl.	Name of the Transmission Element	Scheduled COD in months
	• 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. **Future space Provisions:** • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.	
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)	
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)	
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)	
5.	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)	
6.	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos	
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed) – 2 Nos.	
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)– 2 Nos.	
Note-	**Space shall be provided by existing Utility for** 1. 400 kV line bay at AIS Pune(East) (Proposed) 2. 220 kV line bay at AIS Manjarsumba (existing) 3. 220 kV line bay at AIS Paranda (existing) 4. 132 kV line bay at AIS Kalamb (Existing)	

Thanking you,

Yours Sincerely,

(Sanjay Nayak)
Chief General Manager

Encl. As Above
Copy to:

1. **Chairman and Managing Director,** Maharashtra State Electricity Transmission Company Limited, Prakashganga, Plot No.C-19, E-Block, BKC Complex, Bandra (E), Mumbai - 400051
2. **Chief Engineer (State Transmission Utility),** 4th Floor, Prakashganga, Plot No.C-19, E-Block BKC Complex, Bandra (E), Mumbai - 400051

PFC CONSULTING LTD

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पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लि० की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No. 05/24-25/ITP-101/RfP

June 06, 2025

To,
Secretary,
Maharashtra Electricity Regulatory Commission,
World Trade Centre, Centre No.1,
13th Floor, Cuffe Parade,
Mumbai-400005

Subject: Intimation about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" and issuance of RFP Document.

Sir,

The Government of Maharashtra vide its Government Resolution No. Sankinam0125/P.R.32/Urja-4 dated 12.02.2025 has notified PFC Consulting Limited (PFCCL) as the Bid Process Coordinator (BPC) for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power.

The Request for Proposal (RFP) process was initiated with the publication of RFP notification on May 30, 2025 in the following newspapers:

1. Times of India (English) – All Edition
2. Navbharat Times (Hindi) – All Editions
3. Economics Times (English) – All Edition
4. The Financial Times – Worldwide (All Editions)

The NIT along with the RFP documents have been made available on PFCCL website 'www.pfcclindia.com' w.e.f. May 30, 2025. It may be noted that these RFP Documents are based on the Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021 and project specific inputs furnished by Maharashtra STU. The last date for submission of Responses to RFP is 01.08.2025.

As per the requirements of the Guidelines (Clause 4.2 of Tariff based Competitive-bidding Guidelines for Transmission Service), we hereby intimate the Commission about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District". We are also enclosing herewith the RFP documents for your kind information, perusal and records please.

Thanking You,

Yours sincerely,

(Sanjay Nayak)
Chief General Manager

Encl.: As Above

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PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No. 05/24-25/ITP-101/RfP **June 06, 2025**

To,
Chief Engineer (State Transmission Utility)
4th Floor, Prakashganga, Plot No.C-19, E-Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400051

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The bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" has been initiated with the publication of RFP notification on May 30, 2025 (copy of the RFP notification enclosed). The NIT along with the RFP documents have been made available on PFCCL website 'www.pfcclindia.com' w.e.f. May 30, 2025. It may be noted that these RFP Documents are based on the Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021 and project specific inputs furnished by Maharashtra STU. The last date for submission of Responses to RFP is 01.08.2025.

It is requested that the RFP Notice and RFP documents may be published on the website of State Government. The soft copy of the RFP Notification and RFP documents has been mailed separately at the email address mercindia@merc.gov.in

We are enclosing herewith the RFP Notification and RFP documents for your kind information, perusal and records please.

Thanking You,

Yours sincerely,

(Sanjay Nayak)
Chief General Manager

Encl.: As Above



Survey Report

for

"NETWORK EXPANSION SCHEME IN MAHARASHTRA FOR EVACUATION OF RE POWER FROM DHARASHIV,BEED DISTRICT"

PFC CONSULTING LTD.

(A wholly owned subsidiary of Power Finance Corporation Ltd.)

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DISCLAIMER

Bidders may please note that the Bid Process Coordinator (BPC) has carried out a survey of the Transmission System associated with the Project. While every possible care has been taken in identifying the involvement of forest area / animal and bird sanctuary/ mines in the proposed routes. However, Bidders in their own interest should carry out required surveys and field investigation for submission of their Bid. For the purpose of carrying out required survey, the address and co-ordinate of each location of sub-station has been provided by the BPC. The coordinate of location of the sub-station is only for the purpose of facilitating Bidders to locate the sub-station and the same should not be considered as the point of termination of transmission line. For exact point of termination of transmission line, the Bidder shall have to coordinate with the agency responsible for construction of sub-station / switchyard who shall provide the inter- connection facility. Bidders in their own interest should visit the project site to confirm the location of sub- stations and any apprehension in this regard should be brought to the notice of the BPC.

Failure to verify the location of sub-station, investigate the route of the Transmission Lines associated with the Project and to examine, inspect site or subsurface conditions fully shall not be grounds for a Bidder to alter its Bid after the Bid Deadline nor shall it relieve a Bidder from any responsibility for appropriately eliminating the difficulty or costs of successfully completing the Project.

The BPC, its authorized representative, any of the Long Term Transmission Customer(s), nor their directors, employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of such survey report, even if any loss or damage is caused to the Bidders by any act or omission on their part.

1.0 INTRODUCTION

1.1 This transmission scheme i.e., "Network Expansion scheme in Maharashtra for Evacuation of RE Power From Dharashiv Beed District" involves;

i. Establishment of 400/220/132kV 2x125 MVAR, bus Reactor @765/400kV level-2x300MVA, 400/132kV ICT.
ii. 400kV D/C Line from 400kVWashi (New) to 765/400 Pune (East) (New)
iii. 220kV D/C Line from 400/220kV Washi(New) to 220kV Manjarsumba (Existing)
iv. 220kV D/C Line from 400/220kV Washi(New) to 220kV Paranda (Existing)
v. 132KV D/C Line from 400/220/132kV Washi(New) to 132kV Kalamb (Existing)

MSETCL vide LoA dated 17.01.2025 has appointed PFCCL as the BPC for implementation of the subject transmission scheme through TBCB route.

1.2 PFCCL has appointed M/s. N.K. Enterprises through competitive bidding process for providing the Consultancy Services for Survey & Preparation of Report of the subject scheme using most modern survey Techniques.

1.3 Based on the preliminary survey carried out by the Survey agency this report has been prepared. The sub-station location and the routes of the transmission lines are proposed based on the preliminary survey carried by the Surveyor and are tentative. Selected Bidder may carry out its own due-diligence before submitting the bid.

1.4 It may be noted that, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 km radius of the location proposed by the BPC in the Survey Report.

2.0 SCOPE OF WORK

Sl No.	Detailed Scope of the Project	Tentative Route Length (km) / Capacity (MVA)
1.	Establishment of Washi SS with 2x500 MVA, 400/220kV ICT and 2x300 MVA, 400/132kV ICT with 1x125 MVAR bus Reactor at 400kVlevel. **Future space Provisions:** • 220kV line bay for Solar Generators 8 Nos. • 132kV line bay for Solar Generators 8 Nos.	• 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 300 MVA, ICT – 2 Nos. • 125 MVAr, 400kV Bus Reactor -1 No • 400kVICT bays – 4 Nos. • 220kV ICT bays – 2 Nos. • 132kV ICT bays – 2 Nos. • 400kVline bays – 2 Nos. • 220kV line bays – 4 Nos. • 132kV line bays – 2 Nos • 400kVreactor bay– 1 No.
2.	400kV D/C line from 400/220/132kV AIS Washi (new) to 765/400kV AIS Pune (East) (Proposed)	
3.	220kV D/C Line from 400/220/132kV AIS Washi (New) to 220kV AIS Manjarsumba (existing)	
4.	220kV D/C Line from 400/220/132kV AIS Washi (New) to 220kV AIS Paranda (existing)	
5.	132kV D/C line from 400/220/132kV Washi (New) to 132kV AIS Kalamb (existing)	
6.	220kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220kV (AIS) line bay at 220kV Manjarsumba (existing)- 2 Nos • 220kV (AIS) line bay at 220kV Paranda (existing) - 2 Nos	
7.	400kV line bays at 765kV AIS Pune (East) (New) (Proposed) for termination of 400kVD/C line from 400kVAIS Washi(new) to 765kV AIS Pune (East) (Proposed) • 400kVline bay at Pune (East)(Proposed) – 2 Nos.	
8.	132kV line bays at 132kV AIS Kalamb for termination of 132kV D/C line from 400kVAIS Washi (New) to 132kV AIS Kalamb (existing) • 132kV line bay at Kalamb (Existing)– 2 Nos.	

Note- Space shall be provided by existing Utility for

(i) 400kV line bay at AIS Pune(East) (proposed)
(ii) 220kV line bay at AIS Manjarsumba (existing)
(iii) 220kV line bay at AIS Paranda (existing)
(iv) 132kV line bay at AIS Kalamb (existing)

3.0 APPROACH & METHODOLOGY

i) The land requirement of proposed, 400/220/132kV S/s at Washi is approximately 50 Acres. The approach for substation location selection is as follows.

   a) Identification of land for establishment of 400 kV S/s at Washi.

   b) The land sighting and land selection procedure for 400/220/132kV substation has been done on the basis of total land requirement as indicated under item above.

   c) Parameters like line approaches and take-off space were also considered as there would be 400/220/132kV line terminating and emanating from this substation.

ii) The land should be selected so that it has the benefits as stated below:

   a) Easy accessibility & location advantage: this can be helpful in avoiding delays during construction.

   b) Planning routes for incoming & outgoing lines can be done with ease.

   c) Approvals for statutory and regulatory aspects can be easier and will save time in land acquisition.

   d) Land with clear titles will be easier for acquisition.

METHODOLOGY

Data Collection & Digitization of Maps

Data was collected from Survey of India TOPO sheets (1:50,000 scale). All the Survey of India TOPO sheets were geo-referenced with respect to Latitude Longitude of TOPO sheets under following projection system to keep uniformity with respect to GPS co-ordinates:

Projection : UTM

Spheroid : WGS84

Datum : WGS84

Zone : 43

North or South : North

These were used to update the base map features extracted from TOPO sheets are as follows. The features extracted from SOI TOPO sheets.

- City and village sprawl
- Contours
- Spot Heights and Bench Marks
- Railway lines (MG/BG)
- Metalled Roads (National/State Highways),
- Major Rivers (width > 500 m)
- Canals
- Nallah/Drain crossings
- Forest (Reserved/Protected/Social/Open Scrub)
- Protected areas (Cantonments, Air fields)
- Main power lines (EHV) and other electrical power lines
- Telephone lines
- Lakes, Reservoirs and Ponds
- Swamp
- Air Port/ Air Strip

4.0 GEOGRAPHICAL INFORMATION

4.1 **Project Location:** The proposed substation location of 400 kV S/s at Washi is near Village: Izora, Taluka: Washi, District: Dharashiv, State: Maharashtra.

4.2 **Climate:** Beed district, situated in the rain shadow region of the Western Ghats in Maharashtra, experiences a hot semi-arid climate characterized by high temperatures and low, erratic rainfall. Summers, from March to June, are extremely hot, with temperatures often exceeding 40°C, and are accompanied by dry winds and occasional dust storms. The monsoon season, from June to September, brings limited and unpredictable rainfall, with the average annual precipitation around 382 mm—much lower than more coastal regions of the state. While the western talukas like Akole and Sangamner receive slightly higher rainfall, it remains irregular and insufficient for dependable rain-fed agriculture. Winters, from November to February, are mild and pleasant, with temperatures sometimes dropping below 10°C, providing a brief respite from the heat. Overall, the district's climate presents significant challenges for farming and water management, making drought-resilient agricultural practices and efficient irrigation systems essential for sustainable development.

4.3 **Soil Type:** Beed district in Maharashtra features a diverse range of soil types that are well-suited for agriculture. The predominant soils are Inceptisols and Entisols, with Inceptisols covering about 63.3% of the area and Entisols about 33.1%. These soils vary in their stage of development and fertility, with Inceptisols being moderately developed and Entisols relatively younger and less developed. The soil texture across the district includes fine loamy (35%), coarse loamy (28%), and sandy soils (18%), with the remaining area consisting of other soil types. These soils are generally medium in organic carbon and contain adequate levels of micronutrients like zinc, iron, manganese, and copper, essential for healthy crop growth. The variety in soil types supports a wide range of agricultural practices, including the cultivation of rabi crops like jowar, wheat, and gram, and kharif crops such as bajra, groundnut, soybean, and moong. Sugarcane is a significant cash crop, and the district also produces fruits like grapes, oranges, and pomegranates. Soil conservation efforts, particularly in areas like Ralegaon Siddhi in Parnertaluka, have led to improved soil health and water availability, further boosting agricultural productivity.

5.0 ESTABLISHMENT OF 400 kV S/s AT WASHI

5.1 COORDINATES OF PROPOSED SUBSTATION

	Corner	Latitude	Longitude
Village:-Izora Taluka:-Washi District:-Dharashiv State:- Maharashtra	Corner 1	18°34'22.89"N	75°43'51.20"E
	Corner 2	18°34'14.83"N	75°44'2.13"E
	Corner 3	18°34'2.92"N	75°43'51.70"E
	Corner 4	18°34'11.27"N	75°43'39.86"E

Note- Being a Generation Pooling station, the actual location of sub-station shall not be beyond 3 km radius of location proposed by BPC in survey report.

5.2 INFORMATION OF PROPOSED SUBSTATION

S. No.	Criterion	Details
1	Land Co-ordinates	
a)	Corner 1	18°34'22.89"N
		75°43'51.20"E
b)	Corner 2	18°34'14.83"N
		75°44'2.13"E
c)	Corner 3	18°34'2.92"N
		75°43'51.70"E
d)	Corner 4	18°34'11.27"N
		75°43'39.86"E
1.1	Size (Acre) (mtr x mtr)	50 Acres(420m x 486m)
1.2	Govt. /Private/Forest land	Private Land
1.3	Forest details	Nil
1.4	Agriculture/Waste land	Agriculture Land
1.5	Development	Yes
1.6	Approximate cost	
	a. Circle rate per Acre	3.21 Lakhs
	b. Market rate per Acre	Approx. 10 Lakhs
	c. Cost of the land as per Circle Rate	Approx. 1.61 Crore
1.7	Terrain	Plain
1.8	Type of soil	Dry Fissured Rock
1.9	No. of owners	61 Nos.
1.1	Environment/Pollution in the vicinity	NA
1.11	Location with reference to nearest town	Washi
1.12	Highest Flood Level (HFL) Data	NA
1.13	Diversion of Nallah/Canal required	Nil
1.14	Slope	No
1.15	Approximate Extent of levelling required (in meter)	0.5-1.0
1.16	Land acquisition feasibility	Available
1.17	Rate of Govt. Land	NA
1.18	Extent of approach	Available

S. No.	Criterion	Details
1.19	Planned/unplanned development	NA
1.2	Size of sites (m x m)	(420m x 486m)
1.21	No. of families to be displaced	No
1.22	Level of site with reference to road level	0.5-1.0
	a. Level of road	757m
	b. Level of site	756m
1.23	Distance from sea shore	294km
1.24	Approach	Available
1.25	Logistics Survey	Available
2	Obstacles in reaching site	Nil
2.1	Nearby main road	NH-52 (1 km)
2.2	Length of approach road to be constructed	NA
2.3	Name of nearest airport & distance	Pune Airport (192 km)
2.4	Name of nearest Rail head	Barsi Town Railway station (BG)
2.5	Upcoming Aviation/Airport zone/Air force Station/Airstrips	No
2.6	Availability of ground water	Available
2.7	Availability of transmission corridor (entry of line and exit of lines) (Three /four sides)	Available (4 Sides)
2.8	Existence of structures/dwelling units in the land of the proposed site	Nil
2.9	Availability of disposal of rain/storm water	Available
2.1	Crops grown and types (multi-crop/single crop)	Multi-crop
2.11	Nearest railway station (BG/MG)	Barsi Town Railway station (BG)
2.12	Unloading facility at railway station	Yes
2.13	No. of Culverts required for approach	Nil
2.14	Nearest EHV line/Nearest sub-station	220kV D/C TL (3.5 km) 220/33kV substation Shendi (3 km)
2.15	Length of line between this site and nearest substation for construction power at 33/11 kV	33/11kV Substation Walwad (26 km)
2.16	Frontage for line take off	Available
2.17	Telephone/Telegraph line	Nil
3	Community Facilities	Available
3.1	Drinking Water	Available
3.2	Drainage	Available
3.3	Approx. Distance from	
	a. Post Office	5 – 6 km (Washi)
	b. Telephone line	5 – 6 km (Washi)
	c. School	5 – 6 km (Washi)
	d. Market	5 – 6 km (Washi)
3.4	Security arrangement	Available
3.5	Availability of construction water	Available
3.6	Availability of drinking water	Available

S. No.	Criterion	Details
4	Seismic Zone	III
5	Wind Zone	II
6	Army cantonment / Mining/ No Go areas	No

6.0 400kV D/C LINE FROM 400/220/132kV AIS WASHI (NEW) TO 765/400kV AIS PUNE (EAST)

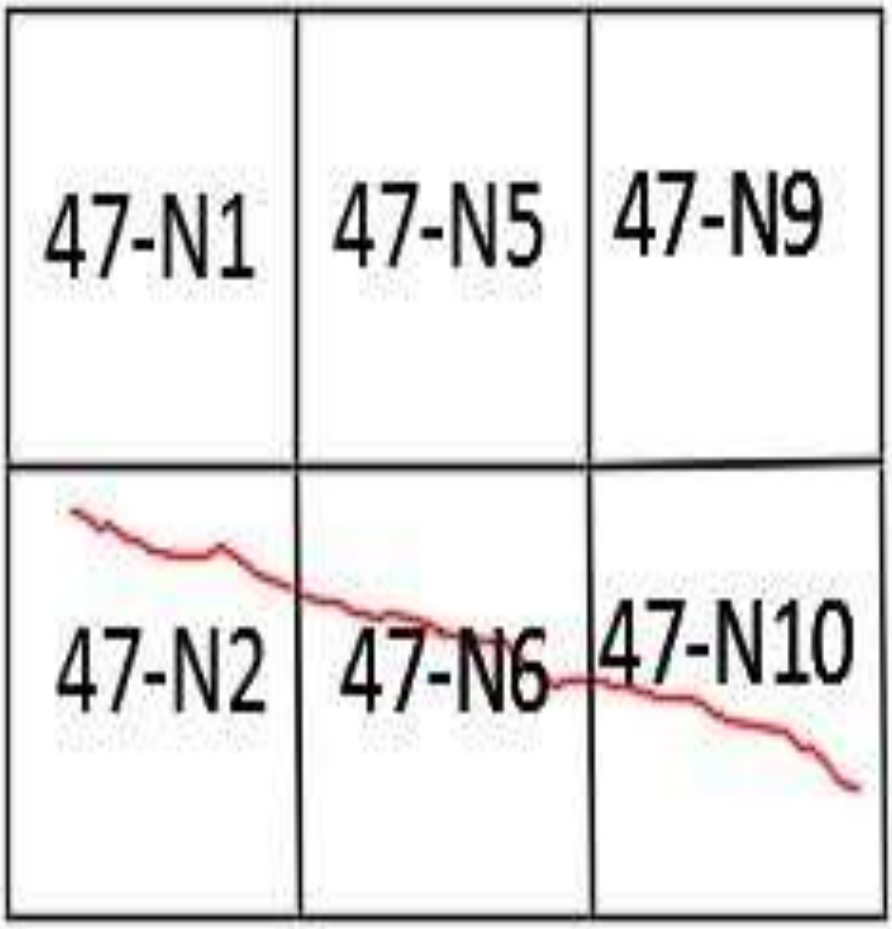
6.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Proposed Pune (East) Gantry (Start)	18° 43' 26.6174" N	75° 03' 29.0721" E
Proposed Washi (End)	18° 34' 17.9596" N	75° 43' 55.0341" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

6.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



6.3 COORDINATES OF ANGLE SCHEDULE OF 400kVD/C LINE FROM 400/220/132kV AIS WASHI (NEW) TO 765/400kV AIS PUNE (EAST)

NAME OF LINE: 400kV D/C LINE FROM 400/220/132kV AIS WASHI (NEW) TO 765/400kV AIS PUNE (EAST)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
GANTRY	0°00'00"			506113	2070194	18º 43' 23.28" N	75º 3' 28.74" E	**Proposed Pune (East) S/s**
		97						GIB
AP1	16°42'12.5"R		97	506206	2070168	18º 43' 22.41" N	75º 3' 31.93" E	
		444						Forest, GIB
AP2	14°55'36.4"R		541	506580	2069928	18º 43' 14.61" N	75º 3' 44.7" E	
		766						Sina River, GIB
AP3	17°44'22.6"L		1307	507097	2069363	18º 42' 56.21" N	75º 4' 2.34" E	
		765						
AP4	49°24'41.5"L		2073	507761	2068982	18º 42' 46.25" N	75º 4' 48.57" E	
		1530						
AP5	28°28'47.7"R		3603	509203	2069495	18º 43' 0.49" N	75º 5' 14.24" E	
		400						
AP6	23°6'38.4"R		4003	509598	2069433	18º 42' 58.47" N	75º 5' 27.74" E	
		840						Mehkari River
AP7	2°43'24.1"L		4843	510310	2068988	18º 42' 43.97" N	75º 5' 52.05" E	
		783						
AP8	31°7'11.2"L		5626	510993	2068605	18º 42' 31.5" N	75º 6' 15.36" E	
		748						
AP9	23°44'6.9"R		6374	511741	2068629	18º 42' 32.27" N	75º 6' 40.9" E	
		1550						
AP10	15°47'3.2"L		7924	513179	2068051	18º 42' 13.43" N	75º 7' 29.99" E	
		2761						
AP11	15°55'57.4"R		10685	515924	2067757	18º 42' 3.79" N	75º 9' 3.71" E	
		392						
AP12	26°22'1.3"L		11076	516287	2067610	18º 41' 59" N	75º 9' 16.1" E	
		849						

NAME OF LINE: 400kV D/C LINE FROM 400/220/132kV AIS WASHI (NEW) TO 765/400kV AIS PUNE (EAST)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP13	0°5'5"R		11926	517134	2067674	18º 42' 1.06" N	75º 9' 45.02" E	
		217						Bhatarmala Pariyojna
AP14	0°1'38.7"R		12142	517350	2067690	18º 42' 1.57" N	75º 9' 52.39" E	
		463						
AP15	15°5'30.1"L		12606	517812	2067724	18º 42' 2.67" N	75º 10' 8.17" E	
		1779						GIB
AP16	47°40'1.6"R		14385	519491	2068312	18º 42' 21.74" N	75º 11' 5.52" E	
		3073						GIB
AP17	26°7'34.9"R		17458	522195	2066852	18º 41' 34.14" N	75º 12' 37.78" E	
		219						NH-548D, GIB
AP18	34°44'42.4"L		17676	522322	2066674	18º 41' 28.35" N	75º 12' 42.11" E	
		1643						GIB
AP19	3°58'47.8"L		19319	523868	2066119	18º 41' 10.23" N	75º 13' 34.87" E	
		1196						GIB
AP20	1°20'42.9"L		20515	525019	2065794	18º 40' 59.6" N	75º 14' 14.15" E	
		1871						Vincharna River, GIB
AP21	1°23'50.2"R		22386	526831	2065328	18º 40' 44.36" N	75º 15' 15.99" E	
		1691						GIB
AP22	8°34'15.7"L		24077	528458	2064867	18º 40' 29.28" N	75º 16' 11.51" E	
		1379						GIB
AP23	4°54'37.3"R		25456	529826	2064693	18º 40' 23.55" N	75º 16' 58.2" E	
		1681						GIB
AP24	3°51'0.7"R		27137	531469	2064339	18º 40' 11.95" N	75º 17' 54.27" E	
		247						SH-56, GIB
AP25	16°20'29.8"R		27383	531706	2064271	18º 40' 9.72" N	75º 18' 2.36" E	
		475						GIB
AP26	27°27'10"L		27858	532107	2064017	18º 40' 1.44" N	75º 18' 16.03" E	
		1593						GIB
AP27	17°58'25.1"L		29451	533694	2063881	18º 39' 56.92" N	75º 19' 10.2" E	
		796						GIB
AP28	14°42'43.7"R		30246	534469	2064061	18º 40' 2.73" N	75º 19' 36.67" E	

NAME OF LINE: 400kV D/C LINE FROM 400/220/132kV AIS WASHI (NEW) TO 765/400kV AIS PUNE (EAST)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
		2381						GIB
AP29	15°34'26.2"R		32627	536849	2063993	18º 40' 0.37" N	75º 20' 57.91" E	
		1524						GIB
AP30	11°33'58.7"R		34151	538305	2063542	18º 39' 45.61" N	75º 21' 47.58" E	
		1182						GIB
AP31	21°47'13"L		35333	539341	2062973	18º 39' 27.02" N	75º 22' 22.9" E	
		789						GIB
AP32	8°5'34.8"L		36122	540124	2062877	18º 39' 23.85" N	75º 22' 49.62" E	
		779						GIB
AP33	9°17'4.3"R		36901	540903	2062892	18º 39' 24.28" N	75º 23' 16.21" E	
		2684						GIB
AP34	1°5'30.6"L		39586	543560	2062510	18º 39' 11.66" N	75º 24' 46.88" E	
		1604						GIB
AP35	40°8'47.9"R		41190	545152	2062312	18º 39' 5.1" N	75º 25' 41.2" E	
		417						GIB
AP36	0°46'35.6"R		41607	545435	2062006	18º 38' 55.12" N	75º 25' 50.84" E	
		780						GIB
AP37	23°5'37.4"L		42387	545957	2061426	18º 38' 36.21" N	75º 26' 8.6" E	
		1168						GIB
AP38	8°43'55.6"R		43555	547016	2060934	18º 38' 20.11" N	75º 26' 44.71" E	
		1635						GIB
AP39	17°54'54.2"L		45190	548377	2060028	18º 37' 50.52" N	75º 27' 31.08" E	
		188						132kV S/C TL, GIB
AP40	1°57'41.9"L		45378	548558	2059977	18º 37' 48.85" N	75º 27' 37.25" E	
		1327						GIB
AP41	44°41'57.8"L		46705	549847	2059661	18º 37' 38.46" N	75º 28' 21.22" E	
		506						GIB
AP42	0°52'9"L		47211	550281	2059921	18º 37' 46.88" N	75º 28' 36.05" E	
		201						SH-57, GIB
AP43	33°34'41.2"R		47412	550452	2060027	18º 37' 50.31" N	75º 28' 41.9" E	
		1221						GIB

NAME OF LINE: 400kV D/C LINE FROM 400/220/132kV AIS WASHI (NEW) TO 765/400kV AIS PUNE (EAST)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP44	34°11'58.6"L		48633	551672	2059989	18º 37' 48.97" N	75º 29' 23.53" E	
		237						132kV D/C TOWER S/C TL, GIB
AP45	23°24'25.4"R		48870	551872	2060116	18º 37' 53.09" N	75º 29' 30.37" E	
		415						GIB
AP46	36°22'43.3"R		49285	552282	2060181	18º 37' 55.16" N	75º 29' 44.37" E	
		605						GIB
AP47	48°53'14.3"L		49889	552819	2059903	18º 37' 46.07" N	75º 30' 2.67" E	
		412						GIB
AP48	18°52'8.7"R		50301	553202	2060054	18º 37' 50.95" N	75º 30' 15.75" E	
		801						GIB
AP49	36°52'5.8"R		51102	554002	2060091	18º 37' 52.08" N	75º 30' 43.06" E	
		839						GIB
AP50	38°43'40.7"L		51941	554696	2059619	18º 37' 36.66" N	75º 31' 6.7" E	
		1209						
AP51	17°55'19.9"R		53150	555901	2059714	18º 37' 39.63" N	75º 31' 47.83" E	
		1453						
AP52	7°41'35.2"L		54603	557314	2059377	18º 37' 28.53" N	75º 32' 36.02" E	
		532						
AP53	24°28'9.4"R		55134	557843	2059324	18º 37' 26.75" N	75º 32' 54.07" E	
		877						
AP54	32°52'3.3"L		56011	558601	2058883	18º 37' 12.33" N	75º 33' 19.89" E	
		1713						
AP55	0°38'42"R		57724	560312	2058963	18º 37' 14.76" N	75º 34' 18.29" E	
		761						
AP56	7°35'58.3"R		58486	561073	2058990	18º 37' 15.56" N	75º 34' 44.26" E	
		598						
AP57	10°18'54.4"R		59083	561668	2058932	18º 37' 13.61" N	75º 35' 4.56" E	
		1129						
AP58	10°3'26.2"R		60213	562754	2058623	18º 37' 3.44" N	75º 35' 41.58" E	
		1189						

NAME OF LINE: 400kV D/C LINE FROM 400/220/132kV AIS WASHI (NEW) TO 765/400kV AIS PUNE (EAST)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP59	2°47'31.7"L		61401	563823	2058103	18º 36' 46.4" N	75º 36' 18" E	
		593						
AP60	41°54'1.7"L		61994	564368	2057870	18º 36' 38.76" N	75º 36' 36.57" E	
		171						SH-62
AP61	46°35'31.1"R		62165	564530	2057925	18º 36' 40.53" N	75º 36' 42.11" E	
		463						
AP62	23°5'26"L		62628	564939	2057709	18º 36' 33.46" N	75º 36' 56.04" E	
		2875						
AP63	6°13'54.8"R		65503	567804	2057471	18º 36' 25.39" N	75º 38' 33.77" E	
		2662						
AP64	19°52'37.2"R		68164	570417	2056964	18º 36' 8.59" N	75º 40' 2.87" E	
		370						
AP65	45°49'34.6"R		68535	570735	2056774	18º 36' 2.37" N	75º 40' 13.7" E	
		174						220kV D/C TOWER S/C TL
AP66	46°15'14.5"L		68708	570775	2056605	18º 35' 56.86" N	75º 40' 15.04" E	
		1141						
AP67	20°29'40.5"L		69850	571759	2056027	18º 35' 37.94" N	75º 40' 48.54" E	
		777						
AP68	3°9'8.2"L		70626	572524	2055893	18º 35' 33.48" N	75º 41' 14.63" E	
		229						NH-52
AP69	20°30'59.5"R		70855	572751	2055866	18º 35' 32.58" N	75º 41' 22.37" E	
		558						
AP70	5°25'16.8"R		71413	573247	2055610	18º 35' 24.18" N	75º 41' 39.26" E	
		721						
AP71	5°55'15.8"R		72134	573854	2055220	18º 35' 11.42" N	75º 41' 59.92" E	
		1002						
AP72	44°56'55.9"L		73137	574637	2054594	18º 34' 50.95" N	75º 42' 26.55" E	
		1711						
AP73	38°58'8.2"R		74848	576338	2054782	18º 34' 56.85" N	75º 43' 24.61" E	
		1128						

NAME OF LINE: 400kV D/C LINE FROM 400/220/132kV AIS WASHI (NEW) TO 765/400kV AIS PUNE (EAST)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP74	54°54'53.6"R		75977	577288	2054173	18º 34' 36.91" N	75º 43' 56.93" E	
		449						
AP75	30°40'22.2"R		76426	577307	2053724	18º 34' 22.3" N	75º 43' 57.52" E	
		152						
GANTRY	0°00'00"		76578	577235	2053590	18º 34' 17.95" N	75º 43' 55.04" E	**Proposed Washi S/s**

6.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	73.00 km
	Line Length	76.58 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	75 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	(GIB) 41,468m
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Yes
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	3 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
18	Airport / Air Strip	Nil
19	Upcoming Airports/ Aviation zone/ Airforce Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	
	a) Major	Nil

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
	b) Minor	3 Nos
22	National Expressway Crossing	
	a) Existing	Nil
	b) Proposed/Under Construction	1 Nos
23	NH Crossing	
	a) Existing	2 Nos
	b) Proposed	Nil
24	SH Crossing	
	a) Existing	3 Nos.
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	Nil
27	Wind Zone	II
28	Seismic Zone	III
29	State	Maharashtra
30	District	Ahmadnagar, Beed, Dharashiv
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

6.5 POWER LINE CROSSING

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	S/C	132kV	AP39-AP40
2	D/C Tower S/C line	132kV	AP44-AP45
3	D/C Tower S/C line	220kV	AP65-AP66

6.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**
Nil					

6.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	Bharatmala Pariyojana	Expressway	Ashti	AP13-AP14
2	NH-548D	National Highway	Sangvi	AP17-AP18
3	SH-56	State Highway	Jamkhedi	AP24-AP25
4	SH-57	State Highway	JagdateVasti	AP42-AP43
5	SH-62	State Highway	Kharda	AP60-AP61
6	NH-52	National Highway	Leet	AP68-AP69

6.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/ Protected/ Social/ Revenue)**	**Forest Stretches(m)**	**Affected Forest Area(sqm)**
Nil					

6.9 RIVER CROSSINGS

River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
1	Sina River	150	Weather Flow	Non-Navigable	AP4-AP5
2	Mehkari River	43	Weather Flow	Non-Navigable	AP6-AP7
3	Vincharna River	47	Weather Flow	Non-Navigable	AP20-AP21

6.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name**	**Type**	**Stretches(m)**	**Affected Area (sqm)**
1	Gantry-AP5	GIB	GIB Crossing	2,747	1,26,362
2	AP15-AP50	GIB	GIB Crossing	38,721	17,81,166
Total				**41,468**	**19,07,528**

7.0 220kV D/C LINE FROM 400/220kV WASHI (NEW) TO 220kV MANJARSUMBA (EXISTING)

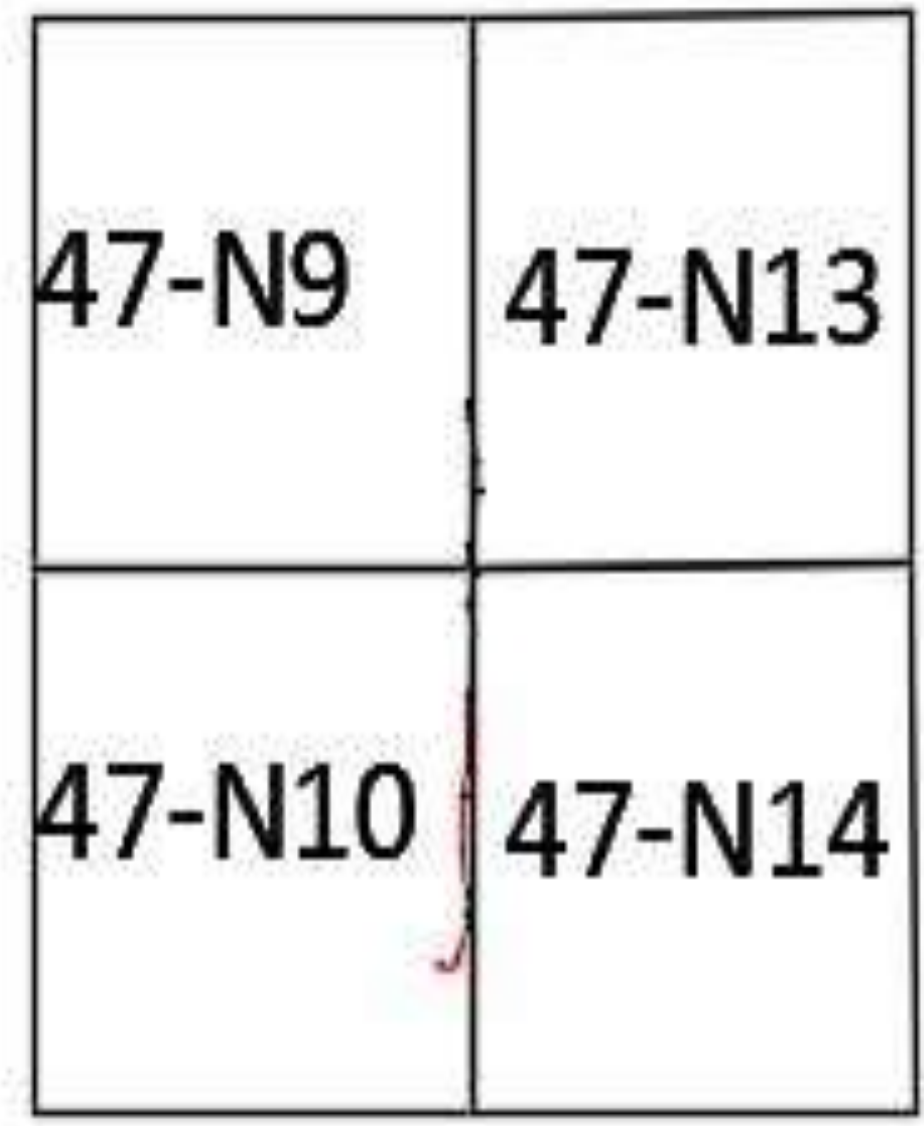
7.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Existing Manjarsumba SS	18° 49' 30.7258" N	75° 44' 50.2946" E
Proposed Washi SS	18° 34' 07.3301" N	75° 43' 48.0552" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the urban areas where Row constraint exist.

7.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



7.3 COORDINATES OF ANGLE SCHEDULE 220kV D/C LINE FROM 400/220kV WASHI (NEW) TO 220kV MANJARSUMBA (EXISTING)

NAME OF LINE: ANGLE SCHDULE OF 220kV MANJARSUMBA TO WASHI TRANSMISSION LINE.								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
GANTRY	0°00'00"			578737	2081652	18° 49' 30.7258" N	75° 44' 50.2946" E	**Existing Manjarsumba S/s**
		61						
AP1	1°18'34"LT		61	578719	2081594	18° 49' 28.8345" N	75° 44' 49.6529" E	
		100						220kV D/C TL
AP2	27°56'36"LT		162	578690	2081498	18° 49' 25.7014" N	75° 44' 48.6722" E	
		152						
AP3	32°11'42"RT		314	578721	2081349	18° 49' 20.8511" N	75° 44' 49.6943" E	
		219						NH-548D
AP4	50°31'6"LT		533	578644	2081144	18° 49' 14.1869" N	75° 44' 47.0290" E	
		488						
AP5	17°33'18"RT		1021	578887	2080721	18° 49' 00.3930" N	75° 44' 55.2812" E	
		2048						
AP6	9°21'26"RT		3069	579325	2078720	18° 47' 55.2361" N	75° 45' 09.9663" E	
		1680						
AP7	13°34'35"RT		4750	579413	2077042	18° 47' 00.6285" N	75° 45' 12.7264" E	
		1866						
AP8	7°40'28"LT		6616	579071	2075207	18° 46' 00.9907" N	75° 45' 00.7601" E	
		182						400kV D/C TL (WPTL)
AP9	21°38'21"RT		6798	579061	2075025	18° 45' 55.0735" N	75° 45' 00.4188" E	
		643						
AP10	29°21'52"LT		7441	578794	2074440	18° 45' 36.0673" N	75° 44' 51.2066" E	
		1030						
AP11	14°29'33"LT		8472	578881	2073413	18° 45' 02.6519" N	75° 44' 54.0175" E	

NAME OF LINE: ANGLE SCHDULE OF 220kV MANJARSUMBA TO WASHI TRANSMISSION LINE.								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
		671						
AP12	53°40'32"RT		9143	579103	2072779	18° 44' 42.0112" N	75° 45' 01.5089" E	
		334						
AP13	25°12'30"LT		9477	578914	2072504	18° 44' 33.0681" N	75° 44' 55.0325" E	
		1026						Ganesh River
AP14	11°53'47"LT		10503	578751	2071491	18° 44' 00.1441" N	75° 44' 49.3158" E	
		2887						
AP15	5°54'59"RT		13390	578889	2068607	18° 42' 26.3019" N	75° 44' 53.6223" E	
		192						Proposed LILO OF 765kV D/C ARG TO SLP TL AT Pune East
AP16	2°5'43"LT		13582	578879	2068415	18° 42' 20.0565" N	75° 44' 53.2314" E	
		1876						
AP17	1°30'10"LT		15458	578853	2066539	18° 41' 31.1976" N	75° 44' 52.0526" E	
		167						
AP18	2°20'58"RT		15625	578848	2066372	18° 41' 19.0318" N	75° 44' 52.0940" E	
		541						Proposed LILO OF 765kV D/C ARG TO SLP TL AT Pune East
AP19	1°32'7"LT		16166	578851	2066913	18° 41' 13.5996" N	75° 44' 51.8786" E	
		3963						Manjra River
AP20	6°40'22"RT		20130	578824	2062950	18° 39' 22.2577" N	75° 44' 50.5981" E	
		837						
AP21	2°45'19"RT		20967	578722	2062119	18° 38' 55.2487" N	75° 44' 46.9682" E	
		1772						
AP22	1°32'55"LT		22739	578419	2060373	18° 37' 58.4672" N	75° 44' 36.4065" E	
		185						SH-236

NAME OF LINE: ANGLE SCHDULE OF 220kV MANJARSUMBA TO WASHI TRANSMISSION LINE.								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP23	4°33'19"LT		22925	578393	2060189	18° 37' 52.4993" N	75° 44' 35.4703" E	
		1317						
AP24	12°34'6"LT		24242	578307	2058875	18° 37' 09.7477" N	75° 44' 32.3739" E	
		1977						
AP25	8°29'37"RT		26218	578612	2056922	18° 36' 06.1674" N	75° 44' 42.4807" E	
		253						220kV D/C TL
AP26	9°13'16"LT		26472	578613	2056669	18° 35' 57.9279" N	75° 44' 42.4995" E	
		868						
AP27	9°51'28"RT		27340	578758	2055813	18° 35' 30.0576" N	75° 44' 47.3096" E	
		628						
AP28	22°15'12"RT		27967	578755	2055185	18° 35' 09.6414" N	75° 44' 47.1180" E	
		1806						
AP29	28°55'33"LT		29774	578063	2053516	18° 34' 15.4482" N	75° 44' 23.2705" E	
		240						Proposed 132kV D/C Washi To Kalamb Tl
AP30	59°26'53"RT		30013	578072	2053285	18° 34' 07.6970" N	75° 44' 24.1480" E	
		800						
AP31	25°58'52"RT		30814	577433	2052820	18° 33' 52.8678" N	75° 44' 01.7048" E	
		322						
AP32	54°58'18"LT		31136	577115	2052770	18° 33' 51.2762" N	75° 43' 50.8436" E	
		263						
AP33	57°15'56"RT		31399	576933	2052959	18° 33' 57.4543" N	75° 43' 44.6392" E	
		248						
AP34	20°34'22"RT		31647	576989	2053200	18° 34' 05.2980" N	75° 43' 46.6139" E	
		75						
GANTRY	0°00'00"		31722	577031	2053263	18° 34' 07.3301" N	75° 43' 48.0552" E	**Proposed Washi S/s**

7.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	28.50 km
	Line Length	31.72 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	34 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Nil
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	6 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
18	Airport / Air Strip	Nil
19	Upcoming Airports/ Aviation zone/ Airforce Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	
	a) Major	Nil
	b) Minor	2 Nos.
22	National Expressway Crossing	
	a) Existing	Nil

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
	b) Proposed/Under Construction	Nil
23	NH Crossing	Nil
	a) Existing	1 Nos.
	b) Proposed	Nil
24	SH Crossing	
	a) Existing	1 Nos.
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	Nil
27	Wind Zone	II
28	Seismic Zone	III
29	State	Maharashtra
30	District	Beed, Dharashiv
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

7.5 POWER LINE CROSSING

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	D/C	220kV	AP1-AP2
2	D/C	400kV	AP8-AP9
3	D/C	765kV	AP15-AP16
4	D/C	765kV	AP18-AP19
5	D/C	220kV	AP25-AP26
6	D/C	132kV	AP29-AP30

7.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**
Nil					

7.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	NH-548D	National Highway	Neknoor	AP3-AP4
2	SH-236	State Highway	Washi	AP22-AP23

7.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL.No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/Social/Revenue)**	**Forest Stretches(m)**	**Affected Forest Area(sqm)**
NIL					

7.9 RIVER CROSSINGS

River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
1	Ganesh River	55	Weathered Flow	Non - Navigable	AP13-AP14
2	Manjra River	40	Weathered Flow	Non - Navigable	AP19-AP20

7.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name of the Wildlife**	**Type of Wildlife (Reserved/Protected/Social/Revenue**	**Wildlife Stretches(m)**	**Affected Wild life Area (sqm)**
Nil					

8.0 220kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO PARANDA (EXISTING)

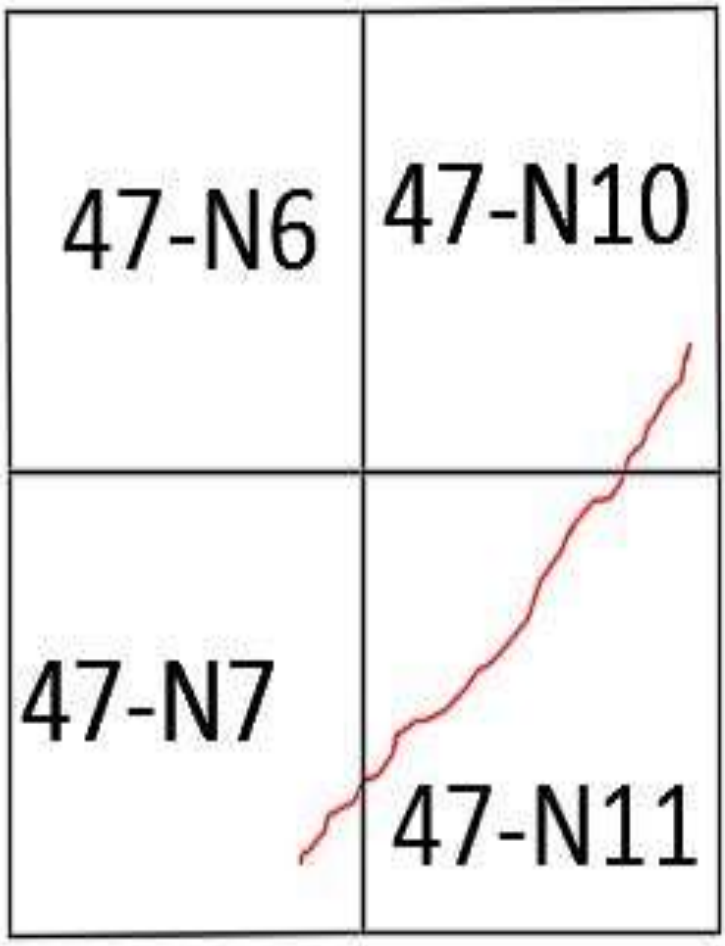
8.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Existing Paranda SS (Start)	18° 17' 08.9370" N	75° 27' 15.9468" E
Proposed Washi SS (End)	18°34'8.3600"N	75°43'45.45"E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

8.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



8.3 COORDINATES OF ANGLE SCHEDULE OF 220kV LINE FROM 400/220kV WASHI (NEW) TO 220kV PARANDA (EXISTING)

NAME OF LINE: 220kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO PARANDA (EXISTING)								
AP NO.	**ANGLE OF DEVISION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
GANTRY	0°00'00"			548029	2021867	18° 17' 08.9370" N	75° 27' 15.9468" E	Existing Pranda S/s
		92						
AP1	26°50'48"LT		92	547941	2021840	18° 17' 08.0470" N	75° 27' 12.9482" E	
		172						
AP2	45°49'24"RT		264	547772	2021868	18° 17' 08.9795" N	75° 27' 07.1679" E	
		448						
AP3	44°30'35"RT		713	547516	2022236	18° 17' 20.9864" N	75° 26' 58.4997" E	
		211						2 Nos 400 kV S/C TL
AP4	36°36'52"RT		923	547552	2022444	18° 17' 27.7471" N	75° 26' 59.7372" E	
		363						
AP5	22°22'45"RT		1287	547815	2022695	18° 17' 35.8755" N	75° 27' 08.7146" E	
		396						
AP6	19°48'48"RT		1683	548184	2022838	18° 17' 40.5148" N	75° 27' 21.3096" E	
		176						SH-210
AP7	3°51'1"LT		1859	548361	2022843	18° 17' 40.6422" N	75° 27' 27.3098" E	
		217						132 kV D/C TL
AP8	38°54'55"LT		2076	548577	2022863	18° 17' 41.2733" N	75° 27' 34.6790" E	
		1735						
AP9	22°33'27"LT		3812	549821	2024072	18° 18' 20.5245" N	75° 28' 17.1785" E	
		1030						

NAME OF LINE: 220kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO PARANDA (EXISTING)								
AP NO.	**ANGLE OF DEVISION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP10	42°23'54"RT		4842	550228	2025019	18° 18' 51.2849" N	75° 28' 31.1213" E	
		325						
AP11	0°22'29"LT		5167	550525	2025153	18° 18' 55.6236" N	75° 28' 41.2332" E	
		233						Bharatmala Pariyojana
AP12	33°22'40"LT		5401	550737	2025250	18° 18' 58.7776" N	75° 28' 48.4575" E	
		1594						
AP13	34°50'1"LT		6994	551582	2026601	18°19'42.69"N	75°29'17.41"E	
		1351						
AP14	34°45'33"RT		8345	552847	2027075	18° 19' 57.9782" N	75° 30' 00.5175" E	
		1033						
AP15	28°33'48"LT		9378	553813	2027440	18° 20' 09.7453" N	75° 30' 33.4792" E	
		1738						
AP16	22°3'56"LT		11116	554949	2028756	18° 20' 52.4583" N	75° 31' 12.2831" E	
		1033						
AP17	35°49'4"RT		12149	555280	2029734	18° 21' 24.2727" N	75° 31' 23.6773" E	
		1745						
AP18	6°22'60"LT		13894	556701	2030747	18° 21' 57.0776" N	75° 32' 12.2016" E	
		2016						
AP19	5°48'18"LT		15910	558203	2032092	18° 22' 40.7010" N	75° 33' 03.5215" E	
		417						
AP20	25°30'7"RT		16328	558484	2032400	18° 22' 50.7032" N	75° 33' 13.1279" E	
		1271						

NAME OF LINE: 220kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO PARANDA (EXISTING)								
AP NO.	**ANGLE OF DEVISION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP21	5°45'20"LT		17599	559662	2032880	18° 23' 06.1823" N	75° 33' 53.3051" E	
		1853						
AP22	5°36'16"RT		19452	561299	2033747	18° 23' 34.2340" N	75° 34' 49.2061" E	
		692						
AP23	11°46'22"LT		20144	561940	2034010	18° 23' 42.7142" N	75° 35' 11.0606" E	
		1039						
AP24	13°53'41"LT		21183	562800	2034592	18° 24' 01.5571" N	75° 35' 40.4450" E	
		956						
AP25	2°31'56"RT		22138	563440	2035302	18° 24' 24.5860" N	75° 36' 02.3325" E	
		2151						
AP26	18°24'9"LT		24290	564949	2036834	18° 25' 14.2926" N	75° 36' 53.9586" E	
		2370						
AP27	8°56'29"RT		26660	565994	2038962	18° 26' 23.4006" N	75° 37' 29.8295" E	
		1735						
AP28	15°42'46"RT		28395	566992	2040382	18° 27' 09.4791" N	75° 38' 04.0137" E	
		682						
AP29	25°18'27"LT		29078	567521	2040813	18° 27' 23.4404" N	75° 38' 22.0889" E	
		1035						
AP30	4°49'52"RT		30113	567966	2041747	18° 27' 53.7848" N	75° 38' 37.3979" E	
		453						
AP31	2°41'48"RT		30566	568195	2042138	18° 28' 06.4766" N	75° 38' 45.2451" E	
		221						SH-57
AP32	12°57'21"RT		30787	568316	2042323	18° 28' 12.5032" N	75° 38' 49.3839" E	

NAME OF LINE: 220kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO PARANDA (EXISTING)								
AP NO.	**ANGLE OF DEVISION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
		1333						
AP33	2°25'50"RT		32120	569274	2043249	18° 28' 42.5148" N	75° 39' 22.1760" E	
		236						132 kV SC MSETCL.
AP34	1°11'58"LT		32356	569451	2043406	18° 28' 47.5927" N	75° 39' 28.2181" E	
		602						
AP35	46°23'47"RT		32958	569893	2043815	18° 29' 00.8507" N	75° 39' 43.3440" E	
		163						SH-52
AP36	14°47'41"LT		33121	570055	2043805	18° 29' 00.4976" N	75° 39' 48.8763" E	
		1186						
AP37	5°19'34"LT		34307	571219	2044035	18° 29' 07.8382" N	75° 40' 28.5794" E	
		1641						
AP38	27°49'27"LT		35948	572792	2044501	18° 29' 22.8114" N	75° 41' 22.2854" E	
		353						
AP39	14°28'41"RT		36300	573045	2044748	18° 29' 30.8025" N	75° 41' 30.9251" E	
		1025						
AP40	18°32'8"LT		37325	573933	2045258	18° 29' 47.2858" N	75° 42' 01.2997" E	
		1062						
AP41	27°16'34"LT		38387	574638	2046051	18° 30' 13.0189" N	75° 42' 25.4467" E	
		934						
AP42	11°19'31"RT		39320	574869	2046956	18° 30' 42.4175" N	75° 42' 33.4519" E	
		1377						
AP43	2°42'50"RT		40697	575466	2048197	18° 31' 22.7166" N	75° 42' 53.9542" E	
		1361						

NAME OF LINE: 220kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO PARANDA (EXISTING)								
AP NO.	**ANGLE OF DEVISION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP44	18°22'51"LT		42058	576112	2049394	18° 32' 01.5865" N	75° 43' 16.1753" E	
		927						
AP45	1°32'48"LT		42985	576273	2050307	18° 32' 31.2653" N	75° 43' 21.7880" E	
		709						
AP46	6°38'12"RT		43694	576378	2051008	18° 32' 54.0582" N	75° 43' 25.4359" E	
		1121						
AP47	4°19'43"RT		44815	576669	2052091	18° 33' 29.2464" N	75° 43' 35.5405" E	
		237						NH-52
AP48	7°58'14"RT		45052	576748	2052314	18° 33' 36.4969" N	75° 43' 38.2544" E	
		937						
AP49	22°20'45"LT		45989	576917	2053236	18°34'6.47"N	75°43'44.15"E	
		69						
GANTRY	0°00'00"		46058	576955	2053294	18°34'8.36"N	75°43'45.45"E	Proposed Washi S/s

8.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	42.73km
	Line Length	46.06km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	49 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Nil
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	5 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
18	Airport / Air Strip	Nil
19	Upcoming Airports/ Aviation zone/ Airforce Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	
	a) Major	Nil
	b) Minor	2 Nos.
22	National Expressway Crossing	

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
	a) Existing	Nil
	b) Proposed/Under Construction	1 Nos
23	NH Crossing	
	a) Existing	1 Nos
	b) Proposed	Nil
24	SH Crossing	
	a) Existing	3 Nos.
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	Nil
27	Wind Zone	II
28	Seismic Zone	III
29	State	Maharashtra
30	District	Dharashiv
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

8.5 POWER LINE CROSSING

376

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	M/C	220kV	Gantry-AP1
2	S/C	400kV	AP3-AP4
3	S/C	400kV	AP3-AP4
4	D/C	132kV	AP7-AP8
5	S/C	132kV	AP33-AP34

8.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**
Nil					

8.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	SH-210	SH-210	Paranda	AP6-AP7
2	Bharatmala Pariyojana	Expressway	Paranda	AP11-AP12
3	SH-57	State Highway	Bhoom	AP31-AP32
4	SH-52	State Highway	Bhoom	AP35-AP36
5	NH-52	NH-52	Washi	AP47-AP48

8.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected /Social/Revenue)**	**Forest Stretches(m)**	**Affected Forest Area(sqm)**
Nil					

8.9 RIVER CROSSINGS

River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
1	Ulupa River	45	Weathered Flow	Non-Navigable	AP15-AP16
2	Banganga River	42	Weathered Flow	Non-Navigable	AP27-AP28

8.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name of the Wildlife**	**Type of Wildlife (Reserved/ Protected/ Social/Revenue**	**Wildlife Stretches(m)**	**Affected Wild life Area (sqm)**
Nil					

9.0 132kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO 132kV KALAMB (EXISTING)

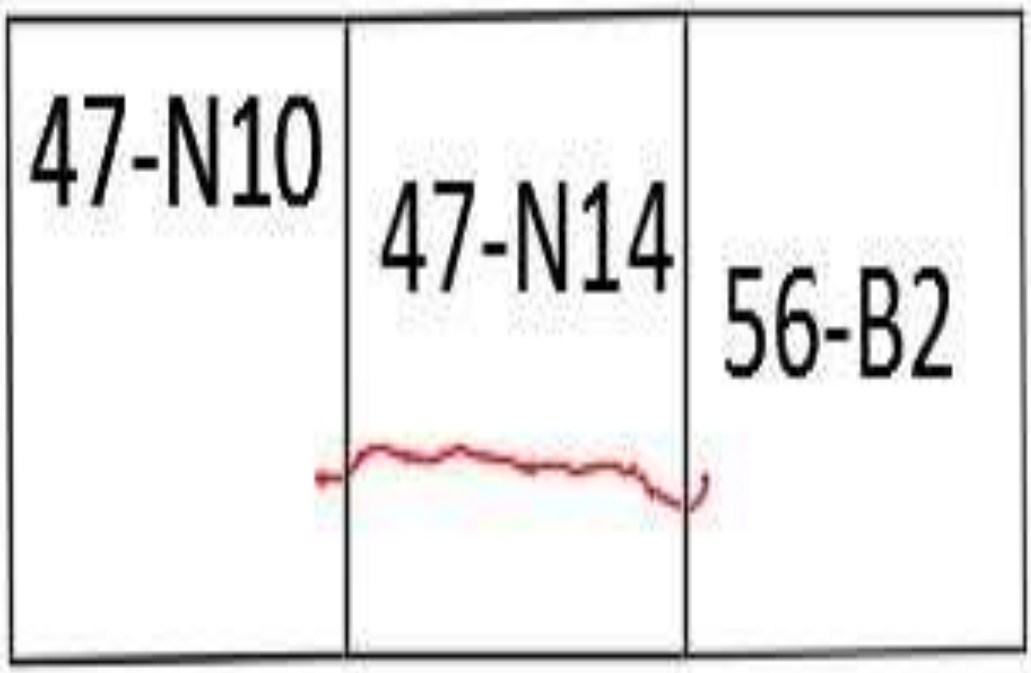
9.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Existing Kalamb S/s (Start)	18° 34' 07.8467" N	76° 00' 49.9250" E
Proposed Washi (End)	18° 34' 10.3728" N	75° 43' 56.9234" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

9.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



9.3 COORDINATES OF ANGLE SCHEDULE OF 132kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO 132kV KALAMB (EXISTING)

NAME OF LINE: 132kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO 132kV KALAMB (EXISTING)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
GANTRY	0°00'00"			606986	2053424	18° 34' 07.8467" N	76° 00' 49.9250" E	Existing Kalamb S/s
		25						
AP1	89°13'36"RT		25	606967	2053441	18° 34' 08.4155" N	76° 00' 49.3009" E	**Special Tower**
		43						
AP2	72°30'56"RT		69	606997	2053473	18° 34' 09.4450" N	76° 00' 50.3050" E	**Special Tower**
		44						
AP3	32°8'54"RT		113	607037	2053454	18° 34' 08.8269" N	76° 00' 51.6674" E	
		231						
AP4	56°4'37"RT		343	607161	2053260	18° 34' 02.4938" N	76° 00' 55.8832" E	
		780						
AP5	41°44'21"RT		1123	606852	2052544	18° 33' 39.2627" N	76° 00' 45.2070" E	
		1251						
AP6	38°15'59"LT		2374	605718	2052017	18° 33' 22.3230" N	76° 00' 06.4050" E	
		241						NH-548C
AP7	2°40'7"RT		2615	605483	2052073	18° 33' 24.1764" N	75° 59' 58.4145" E	
		1814						
AP8	7°2'26"RT		4429	603740	2052574	18° 33' 40.7730" N	75° 58' 59.0375" E	
		636						

NAME OF LINE: 132kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO 132kV KALAMB (EXISTING)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP9	39°59'58"RT		5066	603154	2052823	18° 33' 48.9870" N	75° 58' 39.1076" E	
		202						132 kV D/C TL
AP10	48°35'20"LT		5268	602961	2052764	18° 33' 47.1030" N	75° 58' 32.4933" E	
		844						
AP11	38°9'45"RT		6112	602242	2053207	18° 34' 01.6415" N	75° 58' 08.0579" E	
		201						132 kV D/C TL
AP12	42°37'33"LT		6313	602173	2053395	18° 34' 07.7782" N	75° 58' 05.7311" E	
		639						
AP13	7°20'16"RT		6952	601604	2053687	18° 34' 17.3718" N	75° 57' 46.4008" E	
		197						400 kV S/C TL (MSETCL), 400kV D/C TL KLM-PUN (WTPL)
AP14	30°22'32"LT		7149	601442	2053799	18° 34' 21.0336" N	75° 57' 40.8824" E	
		762						
AP15	21°39'37"RT		7910	600682	2053854	18° 34' 22.9574" N	75° 57' 14.9752" E	
		242						U/C LILO of Parli-Karjat/Lonikhand-II 400kV D/C TL at Kalamb PS
AP16	43°42'16"LT		8153	600451	2053781	18° 34' 20.6249" N	75° 57' 07.0783" E	
		509						
AP17	32°9'28"RT		8662	599995	2054005	18° 34' 28.0094" N	75° 56' 51.5436" E	

NAME OF LINE: 132kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO 132kV KALAMB (EXISTING)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
		1194						
AP18	2°13'38"RT		9856	598807	2053881	18° 34' 24.1735" N	75° 56' 11.0003" E	
		2074						
AP19	20°45'44"LT		11930	596737	2053746	18° 34' 20.1208" N	75° 55' 00.3794" E	
		908						
AP20	18°55'40"RT		12837	595870	2054012	18° 34' 28.9085" N	75° 54' 30.8202" E	
		2074						
AP21	19°30'26"LT		14912	593796	2053943	18° 34' 27.0031" N	75° 53' 20.0806" E	
		293						
AP22	26°44'51"LT		15205	593523	2053836	18° 34' 23.5652" N	75° 53' 10.7522" E	
		1207						
AP23	34°35'56"RT		16412	592321	2053948	18° 34' 27.4093" N	75° 52' 29.7636" E	
		301						
AP24	33°19'7"LT		16713	592091	2054141	18° 34' 33.7215" N	75° 52' 21.9347" E	
		887						
AP25	2°33'55"LT		17600	591209	2054243	18° 34' 37.1867" N	75° 51' 51.8767" E	
		2674						
AP26	20°44'7"RT		20274	588542	2054432	18° 34' 43.7427" N	75° 50' 20.9209" E	
		596						
AP27	31°10'44"RT		20869	588001	2054682	18° 34' 51.9485" N	75° 50' 02.5117" E	
		1417						

NAME OF LINE: 132kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO 132kV KALAMB (EXISTING)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP28	18°29'9"LT		22286	586593	2054524	18° 34' 47.0264" N	75° 49' 14.4462" E	
		890						
AP29	30°57'42"LT		23177	585786	2054150	18° 34' 34.9627" N	75° 48' 46.8390" E	
		1942						
AP30	1°56'29"RT		25118	583855	2054355	18° 34' 41.9372" N	75° 47' 41.0066" E	
		973						
AP31	29°54'11"RT		26091	582891	2054491	18° 34' 46.4956" N	75° 47' 08.1450" E	
		130						765kV D/C TL SLP-ARG (PGCIL)
AP32	38°16'13"LT		26222	582771	2054443	18° 34' 44.9335" N	75° 47' 04.0136" E	
		711						
AP33	8°54'55"LT		26932	582089	2054643	18° 34' 51.5550" N	75° 46' 40.7822" E	
		985						
AP34	28°39'23"RT		27917	581112	2054771	18° 34' 55.8613" N	75° 46' 07.4826" E	
		1176						
AP35	16°40'30"LT		29093	580016	2054347	18° 34' 42.1902" N	75° 45' 30.0122" E	
		879						
AP36	18°32'4"RT		29972	579322	2053807	18° 34' 24.7398" N	75° 45' 06.2631" E	
		897						
AP37	7°25'27"RT		30869	578475	2053510	18° 34' 15.1959" N	75° 44' 37.3338" E	
		903						

NAME OF LINE: 132kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO 132kV KALAMB (EXISTING)								
AP NO.	**ANGLE OF DEVIATION**	**TOTAL SPAN**	**CUM LENGTH**	**EASTING**	**NORTHING**	**LATITUDE**	**LONGITUDE**	**REMARKS**
AP38	10°56'42"RT		31773	577591	2053324	18° 34' 09.2568" N	75° 44' 07.1577" E	
		239						
AP39	31°57'53"LT		32011	577353	2053320	18° 34' 09.1596" N	75° 43' 59.0201" E	
		72						
GANTRY	0°00'00"		32083	577291	2053357	18° 34' 10.3728" N	75° 43' 56.9234" E	**Proposed Washi S/s**

9.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	29.73 km
	Line Length	32.08 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	39 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Nil
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	6 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
18	Airport / Air Strip	Nil
19	Upcoming Airports/ Aviation zone/ Airforce Station	Nil

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	
	a) Major	Nil
	b) Minor	Nil
22	National Expressway Crossing	
	a) Existing	Nil
	b) Proposed/Under Construction	Nil
23	NH Crossing	
	a) Existing	1 Nos
	b) Proposed	Nil
24	SH Crossing	
	a) Existing	Nil
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	Nil
27	Wind Zone	II
28	State	Maharashtra
29	District	Dharashiv
30	Coastal Zone	NA
31	Elephant Corridor/Reserve	NA

9.5 POWER LINE CROSSING

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	D/C	132kV	AP9-AP10
2	D/C	132kV	AP11-AP12
3	S/C	400kV	AP13-AP14
4	D/C	400kV	AP13-AP14
5	D/C	U/C 400kV	AP15-AP16
6	D/C	765kV	AP31-AP32

9.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**
NIL					

9.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town From Crossing**	**Remarks (Crossing Between Loc. No.)**
1	NH-548C	National Highway	Kalamb	AP6-AP7

9.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL.No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/Social/Revenue)**	**Forest Stretches(m)**	**Affected Forest Area(sqm)**
NIL					

9.9 RIVER CROSSINGS

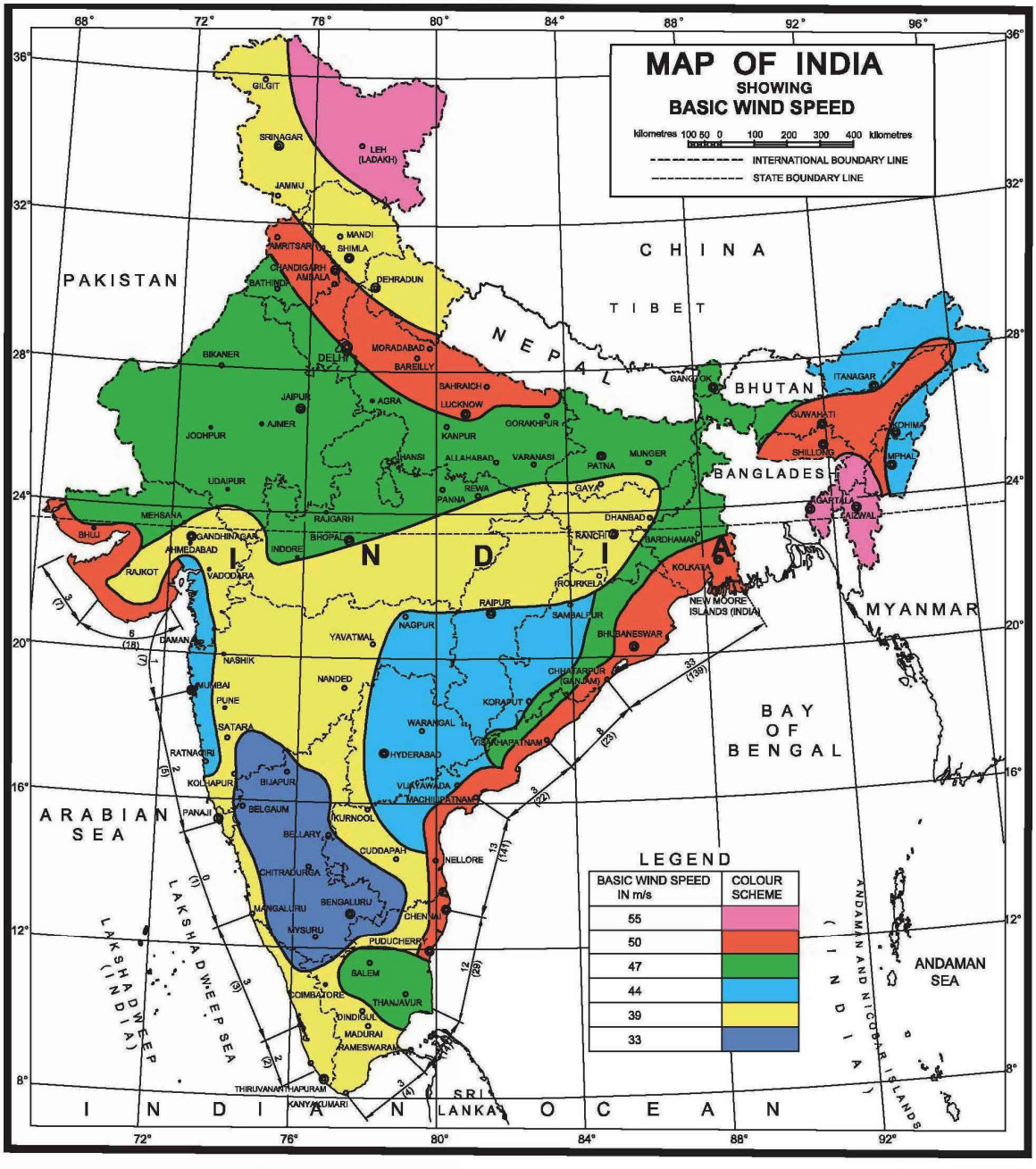
River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / Non - Navigable**	**Remarks (Crossing in Between Loc. No.)**
NIL					

9.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name of the Wildlife**	**Type of Wildlife (Reserved/ Protected/Social/ Revenue**	**Wildlife Stretches(m)**	**Affected Wild life Area (sqm)**
Nil					

10.0 WIND ZONE MAP

The Proposed transmission line of 400kVDC line from 400 kV Washi (New) to 765/400 kV Pune (East)(New), 220 kV D/C Line from 400/220 kV Washi (New) to 220 kV Manjarsumba (existing), 220 kV D/C Line from 400/220kV Washi (New) to 220kV Paranda (existing),132kV D/C Line from 400/220/132kV Washi (New) to 132kV Kalamb (existing) are passing through Wind Zone – 2



11.0 RESULTS & CONCLUSION 390

Based on the scope of the transmission scheme and walk over survey conducted by PFCCL the proposed substation & line is as indicated below:-

1. **ESTABLISHMENT OF 400/220/132kV S/S 2X500MVA, 400/220kV ICT AT WASHI WITH 1X125 MVAR BUS REACTOR @ 765kV LEVEL -2X300MVA,400/132kV ICT**

	Corner	Latitude	Longitude
Village:-Izora Taluka:-Washi District:-Dharashiv State: Maharashtra	Corner 1	18°34'22.89"N	75°43'51.20"E
	Corner 2	18°34'14.83"N	75°44'2.13"E
	Corner 3	18°34'2.92"N	75°43'51.70"E
	Corner 4	18°34'11.27"N	75°43'39.86"E

The details of substation location is as indicated at 5.2

2. **400kV D/C LINE FROM 400/220/132kV AIS WASHI (NEW) TO 765/400kV AIS PUNE (EAST)**

Tapping point/Substation	Latitude	Longitude
Proposed Pune (East) Gantry (Start)	18° 43' 26.6174" N	75° 03' 29.0721" E
Proposed Washi (End)	18° 34' 17.9596" N	75° 43' 55.0341" E

The proposed route is as indicated at 6.4

The proposed route for 400kVD/C line from 400kVwashi (New) to 765/400kV Pune (East) (New) is to be around 76.58 km.

3. **220kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO 220kV MANJARSUMBA(EXISTING)**

Tapping point/Substation	Latitude	Longitude
Existing Manjarsumba SS	18° 49' 30.7258" N	75° 44' 50.2946" E
Proposed Washi SS	18° 34' 07.3301" N	75° 43' 48.0552" E

The proposed route is as indicated at 7.4

The proposed route 220kV D/C line from 400/220kV Washi (New) to 220kV Manjarsumba (Existing) is to be around 31.72 km.

4. **220kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO PARANDA (EXISTING)**

Tapping point/Substation	Latitude	Longitude
Existing Paranda SS (Start)	18° 17' 08.9370" N	75° 27' 15.9468" E
Proposed Washi SS (End)	18°34'8.36"N	75°43'45.45"E

The proposed route is as indicated at 8.4

The proposed route for 220kV D/C line from 400/220kV Washi (New) to Paranda (Existing) is to be around 46.06 km.

5. **132kV D/C LINE FROM 400/220/132kV WASHI (NEW) TO 132kV KALAMB (EXISTING)**

Tapping point/Substation	Latitude	Longitude
Existing Kalamb S/s (Start)	18° 34' 07.8467" N	76° 00' 49.9250" E
Proposed Washi (End)	18° 34' 10.3728" N	75° 43' 56.9234" E

The proposed route is as indicated at 9.4

The proposed route for 132kV D/C line from 400/220/132kV Washi (New) to 132kV Kalamb (Existing) is to be around 32.08 km.

Further, efforts have been made to avoid forest, wildlife, mining & sensitive areas. After detailed analysis, the proposed transmission line routes has been observed as most viable routes for alignment due to its approach, for construction and maintenance of the transmission line. However, the report is based on preliminary survey and Bidder may conduct their own due-diligence before submitting their bids.

Finally, the routes marked Red in the route alignment drawing are proposed final route.

NOTE: It is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

12.0 ANNEXURES

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Annexure I	ROUTE ALIGNMENT MAP ON DIGITAL TOPOSHEETS
Annexure II	PROPOSED SUB-STATION LOCATION MAP ON DIGITAL SOI SHEET

EXHIBIT - H

MAHATRANSCO
Maharashtra State Electricity Transmission Co. Ltd.



MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN No.: U40109MH2005SGC153646

Office of the Chief Engineer (State Transmission Utility)
Prakashganga,4th floor, 'A' wing, Plot C -19,
E - Block, BKC, Bandra (E), Mumbai – 400051.
Phone no: (O) 022 – 2659 5176, (P)022- 265 95175,
Email Id : cestu@mahatransco.in

No. MSETCL/CO/CE/STU-TBCB/PFCCL/ No – 5705 **Date:** 24 JUN 2025

To,

Shri Rajesh **Deputy Director (PSPM)** Central Electricity Authority Room No. 403, 4th Floor (North) Sewa Bhawan, R.K Puram, Sector-1 New Delhi- 110066	**Shri Girish Pantoji** **Chief Engineer (In charge),** Maharashtra State Load Despatch Centre Thane-Belapur Rd. P.O. Airoli Navi Mumbai Pin 400708
Shri Sandip Patil **Chief Engineer (Power Purchase),** **Maharashtra State Electricity Distribution Company Limited** Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai–400051	**Shri Anil Nagendra Kalekar** **C.G.M. (F&A),** Maharashtra State Electricity Distribution Company Limited Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai–400051
Shri Sanjay Nayak, CGM / **Shri Naveen Phougat, GM** PFC consulting Limited (PFCCL) Regd. Office: 1st Floor, "URJANIDHI", 1, Barakhamba Lane, Connaught Place, New Delhi-110001	

Subject: Constitution of Bid Evaluation Committee (BEC) for Intra State Transmission Projects to be executed through TBCB in the State of Maharashtra.

Reference: MoM of 7th meeting of Empowered Committee held on 12th March, 2025

Sir,

The Empowered Committee for execution of Transmission Projects under TBCB in its Seventh meeting held on 12.03.2025 approved the constitution of Bid Evaluation Committee for evaluating the bids of TBCB Projects as under:

1. Chief Engineer (STU)-Chairman
2. Representative from Central Electricity Authority (CEA)
3. Representative from Maharashtra Transmission Committee (MTC) - CE (SLDC)

4. Representative from Maharashtra Transmission Committee (MTC)-CE (Power Purchase), MSEDCL
5. Independent Finance Expert - CGM (F&A), MSEDCL
6. Representative from BPC

Based on the above, CE (STU) requested the PFCCL (BPC) to nominate the member for constitution of Bid Evaluation Committee. Based on the nominations received, the Bid Evaluation Committee has been constituted for following projects for which PFCCL is acting as BPC and RFP NIT for Projects 1 and 2 has been published, while the RFP NIT for Projects 3 and 4 will be published subsequently.

Sr. No	Projects Name
1	**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed Districts (Establishment of 400/220/132 kV AIS Washi)**
2	**Transmission Scheme for Establishment of 400/220 kV AIS Saswad**
3	**Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region-I (765/400 kV AIS Pune East)**
4	**Transmission Scheme for Establishment of 400/220 kV AIS Wagdari**

The Bid Evaluation Committee for above projects is constituted as follows:
1. Chief Engineer (STU)-Chairman
2. Shri Rajesh, Deputy Director (PSPM) -CEA
3. Chief Engineer-SLDC
4. Chief Engineer (Power Purchase)- MSEDCL
5. Chief General Manager (F&A)- MSEDCL
6. Shri Sanjay Nayak, CGM /
   Shri Naveen Phougat, GM- PFCCL

The meeting of the Bid Evaluation Committee for the above projects will be convened once bids are received to undertake the evaluation of bids submitted in response to the RFP.

Thanking you,

Your's faithfully,

(Peeyush Sharma)
Chief Engineer- Maharashtra STU

Copy f.w.c.to:
The Chief Executive Officer, PFC Consulting Limited, New Delhi.

PFC CONSULTING LTD

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लि० की पूर्णत स्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No. 01A/ITP-101/25-26/RfP/Land_Acq **June 24, 2025**

To,

The Collector and District Magistrate,
Office of District Collector,
Solapur - Aurangabad Hwy, Samarth Nagar,
Lakshmi Nagar,
Dharashiv (Osmanabad) - 413501

Sub: Consideration of Substation Location at **Taluka:** Washi, **District:** Dharashiv for Transmission Scheme **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv Beed District" –** Regarding.

Dear Sir,

We like to bring to your kind notice that, **Maharashtra State Electricity Transmission Company Limited (MSETCL)** vide its LoI dated **17.01.2025** has appointed PFC Consulting Limited (PFCCL) as the Bid Process Coordinator (BPC) for the purpose of selection of Developer for Transmission Scheme "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv Beed District**" through Tariff Based Competitive Bidding process under "Tariff Based Competitive Bidding Guidelines for Transmission Services" and "Guidelines for Encouraging Competition in Development of Transmission Projects" (the Guidelines), notified by Ministry of Power, Govt. of India.

PFCCL is required to carry out preliminary survey work, identification of route, preparation of Survey Report, initiation of the process of land acquisition for substation location, initiation of process of seeking forest clearance (if required) and to conduct the bidding process for selection of developer for subject project.

The Transmission Scheme for the subject scheme comprises of the following:

"Establishment of 2x500 MVA, 400/220/132 kV Washi Sub-station" Proposed at Village: **Izora,** Taluka: **Washi,** District: **Dharashiv.**

After conducting the preliminary survey, substation location at Village: **Izora,** District: **Dharashiv** has been finalised. It is estimated that approx. **50 Acre** land is required for the proposed substation. The details of the proposed substation location are as follows: -

Particulars				
Village/Taluka	Izora / Washi			
District	Dharashiv			
Total Area of Land	Approx. 50 Acre			
Type of Land	Private Land			
Land Coordinates	**Easting**	**Northing**	**Latitude**	**Longitude**
Corner-1	577121.72 m E	2053741.42 m N	18°34'22.89"N	75°43'51.20"E
Corner-2	577442.99 m E	2053495.06 m N	18°34'14.83"N	75°44'2.13"E
Corner-3	577138.81 m E	2053127.78 m N	18°34'2.92"N	75°43'51.70"E
Corner-4	576790.66 m E	2053382.74 m N	18°34'11.27"N	75°43'39.86"E

The location of Sub-station area on Toposheet and Sub-station site location map indicating approach road also is enclosed for ready reference.

It may be noted that, after completion of the bidding process PFCCL will transfer this project to the successful bidder called Transmission Service Provider (TSP). The TSP will further take care of the process of land acquisition for substation location, initiation of process of seeking forest clearance (if required) as per the prevailing rules and regulations.

In view of the above, it is requested that the land as per the above details and indicated Substation location over the map may kindly be considered for allotment to the successful bidder for the construction. Further, it is requested that the formalities as required to be completed by us for the same may be intimated to us at the following contact details.

Name:	Nitesh Jambhulkar
Designation:	Dy. General Manager
Email id:	nr_jambhulkar@pfcindia.com
Phone:	+91 – 9555738080; 011-23443712

Thanking you,

Yours Sincerely,

(Nitesh Jambhulkar)
Deputy General Manager

Enclosures:

1. Location of substation on Toposheet.

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(पावर फाइनेंस कॉर्पोरेशन लि० की पूर्णत स्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No. 01/ITP-101/25-26/RfP/GIB **July 10, 2025**

Divisional Forest Officer,
Van Bhawan, Nagar Highway,
Karjat, Rehekuri Taluka,
Ahmednagar - 414001.

Sub: Wildlife Clearance required for transmission scheme **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv Beed District" – Regarding**

Dear Sir,

We like to bring to your kind notice that, **Maharashtra State Electricity Transmission Company Limited (MSETCL)** vide its LoI dated **17.01.2025** has appointed PFC Consulting Limited (PFCCL) as the Bid Process Coordinator (BPC) for the selection of Developer for Transmission Scheme "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv Beed District**" through Tariff Based Competitive Bidding process under "Tariff Based Competitive Bidding Guidelines for Transmission Services" and "Guidelines for Encouraging Competition in Development of Transmission Projects" (the Guidelines), notified by Ministry of Power, Govt. of India.

As BPC, PFCCL is required to carry out preliminary survey works, identification of route of transmission line, preparation of Survey Report, initiation of process of seeking forest /wild life / ESZ clearance (if required) and to conduct the bidding process for selection of developer for subject scheme.

The Transmission Scheme comprises of the following transmission lines:

1. 400kV D/C line from 400/220/132kV AIS Washi (new) to 765/400kV AIS Pune (East) (Proposed)
2. 220kV D/C Line from 400/220/132kV AIS Washi (New) to 220kV AIS Manjarsumba (existing)
3. 220kV D/C Line from 400/220/132kV AIS Washi (New) to 220kV AIS Paranda (existing)
4. 132kV D/C line from 400/220/132kV Washi (New) to 132kV AIS Kalamb (existing)

PFCCL has conducted the preliminary survey for the same and based of the preliminary survey proposed the optimized route. However, as per the Parivesh portal of MoEF, it is observed that the proposed transmission line mentioned at Sl. No.1 above, is passing through Wildlife area which is

unavoidable. The kmz file along with the snapshot of Parivesh portal of the proposed transmission line route is attached herewith. The Wildlife Sanctuary area on Toposheet and proposed transmission line route map is also enclosed for ready reference.

Further, it is to mention that after completion of the bidding process PFCCL will transfer SPV of this scheme to the successful bidder, called Transmission Service Provider (TSP). The TSP will further take care of the process of land acquisition, initiation of process of seeking forest /wild life / ESZ clearance (if required), as per the prevailing rules and regulations.

It is requested that the RoW clearance for the transmission line mentioned at Sl. No.1 traversing through the Wildlife area may kindly be accorded. Further processes for the clearances, as may be required shall be taken care by TSP of the scheme.

Thanking you,

Yours Sincerely,

(Nitesh Jambhulkar)
Deputy General Manager

Enclosures:

1. Proposed Transmission Line Route Map on SOI Toposheet.
2. Kmz.file of line route.

Copy:

1. Chief Conservator of Forests (Territorial) Nashik Aranya Sankul,Old Agra Road,Trimbak Naka, Nashik.

EXHIBIT - K

विद्युत अधिनियम, २००३ च्या कलम ६८ अन्वये NES (Network Expansion Scheme) धाराशिव ट्रान्समिशन लि. या कंपनीस नवीन पारेषण वाहिन्या उभारण्यासाठी शासनाची पूर्व परवानगी देणे बाबत.

महाराष्ट्र शासन

उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग,

शासन निर्णय क्रमांक: संकीर्ण-०७२५/प्र.क्र.२१५ (ब)/ऊर्जा-४,

मादाम कामा रोड, हुतात्मा राजगुरु चौक,

मंत्रालय, मुंबई-४०० ०३२

दिनांक: ०५ ऑगस्ट, २०२५

संदर्भ :

१) PFC CONSULTING LIMITED यांचे पत्र क्र. 05/24-25/ITP-101/Rfp, दि. ०३.०६.२०२५ रोजीचे पत्र.

२) मुख्य अभियंता, राज्य पारेषण उपक्रम यांचे क्र. MSETCL/CO/CE/STU/TBCB /6325, दि. १४.०७.२०२५ रोजीचे पत्र.

३) शासन निर्णय क्र. पावामो-२०२१/प्र.क्र.१७० (भाग-१)/ऊर्जा-४, दि. ०२.११.२०२२ व दि. ०१.१२.२०२२.

प्रस्तावना :-

महाराष्ट्रात सध्या विजेची मागणी २९,००० मेगा वॅट इतकी वाढली असून सन २०२६ मध्ये सदर मागणी ३४,००० ते ३५,००० मेगा वॅट व सन २०३० मध्ये सदर मागणी ४२,००० ते ४५,००० मेगा वॅट पर्यंत पोहचण्याची शक्यता आहे. ही वस्तुस्थिती लक्षात घेता वाढत्या विजेच्या मागणीची पूर्तता करण्याकरिता पारेषण वाहिन्यांची क्षमता वाढविणे व पारेषण वाहिन्यांचे बळकटीकरण करणे अनिवार्य आहे. त्या अनुषंगाने ४०० के.व्ही. २२० के.व्ही. अति उच्चदाब उपकेंद्र व संबंधित जोड प्रणाली पारेषण वाहिन्या उभारणी, वीज दरावर आधारित स्पर्धात्मक निविदा प्रक्रिया व्दारे TBCB (Tariff Based Competitive Bidding) करणे नियोजित आहे. सबब, NES धाराशिव ट्रान्समिशन कंपनी लि. या कंपनीकडून उभारण्यासाठी प्रस्तावित असलेल्या ४००/२२० के.व्ही. अति उच्चदाब उपकेंद्र व संबंधित जोड प्रणाली पारेषण वाहिनीस विद्युत अधिनियम, २००३ च्या अंतर्गत कलम ६८ अन्वये पूर्वपरवानगी प्रदान करण्याबाबतचा विनंती प्रस्ताव शासन मान्यतेस्तव सादर करण्यात आला आहे. सदर प्रस्तावास मान्यता देण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय :-

धाराशिव जिल्ह्यातील वाशी येथे ४००/२२० के.व्ही. उपकेंद्र उभारणी व संबंधित जोड प्रणाली (वाहिन्या) उभारण्यासाठी 'वीज दरावर आधारित स्पर्धात्मक निविदा' प्रक्रिया व्दारे (Tariff Based Competitive Bidding) पारेषण सेवा पुरवठादार (Transmission Service Provider) बोलीधारकाची निवड करण्यासाठी पीएफसी कंसल्टिंग लिमिटेड कंपनी यांना बोली प्रक्रिया समन्वयक (Bid Process Coordinator) म्हणुन नियुक्त केले आहे. (BPC) यांनी NES धाराशिव ट्रान्समिशन लि. ही विशेष हेतू साठी स्थापित केलेली संस्था (SPV) आहे.

NES धाराशिव ट्रान्समिशन लि. या कंपनीस वीजदरावर आधारित स्पर्धात्मक बोली निविदा प्रक्रिया राबवून धाराशिव जिल्ह्यातील वाशी येथे ४००/२२० के.व्ही. उपकेंद्र उभारणी व संबंधित जोड प्रणाली (वाहिन्या) उभारण्याकरिता NES धाराशिव ट्रान्समिशन लि. या कंपनीस भारतीय विद्युत अधिनियम, २००३ च्या कलम ६८ अंतर्गत खालील अटी आणि शर्तींच्या अधीन राहुन मान्यता प्रदान करण्यात येत आहे.

१. सदर वीज प्रकल्प उभारणी NES धाराशिव ट्रान्समिशन लि. स्वखर्चाने, विहित केलेल्या प्रमाणित पध्दतीने आणि तज्ञांच्या मार्गदर्शनाखाली व पर्यवेक्षणाखाली करेल. या वीज वाहिनीचा वापर कंपनीने ज्या प्रयोजनार्थ करावयाचा ठरविला आहे; केवळ त्याच प्रयोजनासाठी करणे कंपनीस बंधनकारक राहील.

२. सदर प्रकल्पाचे कामाचे स्वरुप व तपशिल खालीलप्रमाणे आहे:-

Sr. No.	Scope of the Transmission Scheme
1.	**Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT-2 Nos. • 400/132 kV, 300 MVA, ICT-2 Nos. • 125 MVAr, 400 kV Bus Reactor-1 No • 400 kV ICT bays-4 Nos. • 220 kV ICT bays - 2 Nos. • 132 kV ICT bays-2 Nos. • 132 kV ICT bays-2 Nos. • 400 kV line bays-2 Nos. • 220 kV line bays 4 Nos. • 132 kV line bays-2 Nos • 400 kV reactor bay-1 No. **Future space Provisions:** • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East) (Proposed)
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba(existing)
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)
5.	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)
6.	**220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s** • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi (new) to 765 kV AIS Pune (East) (Proposed) • 400 kV line bay at Pune (East) (Proposed) -2 Nos.
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)-2 Nos.

३. या वीज वाहिन्या कार्यान्वित करण्यापूर्वी / प्रभारीत करण्यापूर्वी याबाबतच्या सक्षम प्राधिकाऱ्याकडून यथास्थिती मुख्य विद्युत निरिक्षक / मुख्य अभियंता (विद्युत) यांची पूर्व परवानगी घेणे आवश्यक राहील.

४. वीज वाहिन्यांचे संचलन व व्यवस्थापन NES धाराशिव ट्रान्समिशन लि. ही स्वत: करेल.

५. वीज वाहिनी उभारल्यानंतर संबंधित शेतकऱ्यांच्या / संबंधित जागा मालकांच्या जर काही तक्रारी असल्यास सक्षम प्राधिकाऱ्यांसमवेत विचारविनिमय करून त्या तक्रारींचे योग्यरित्या निराकरण करण्याची जबाबदारी NES धाराशिव ट्रान्समिशन लि. यांची असेल.

६. सदर वीज वाहिनी उभारणे व कार्यान्वित ठेवणे या अनुषंगाने आवश्यक असलेले सर्व परवाने मिळवणे, विहित केलेल्या निकषांची पूर्तता करणे तसेच शासनाच्या विविध प्राधिकरणे / विभाग / वीज नियामक आयोग इ. चे इतर प्रचलित नियम त्याचप्रमाणे शासनाने वेळोवेळी मंजूर केलेले नियम व अटीशर्ती कंपनीवर बंधनकारक राहतील.

७. सदर परवान्याचा कालावधी परवानापत्र दिल्यापासून ३५ वर्षांचा असेल, उक्त कालावधी संपुष्टात आल्यानंतर शासन सदर वाहिनीबाबत उचित आढावा घेऊन निर्णय घेईल.

८. विद्युत अधिनियम, २००३ च्या कलम ६८ मधील अटी व शर्ती व त्यामध्ये वेळोवेळी होणारे बदल, या विभागाचे **शासन निर्णय क्र. पावामो-२०२१/प्र.क्र.१७० (भाग-१)/ऊर्जा-४, दि. ०२.११.२०२२ व दि. ०१.१२.२०२२ मधील नमूद** अटी व शर्ती तसेच राज्य शासन व केंद्र शासनाची अशा पारेषण वाहिन्यासंबंधिची वेळोवेळी जाहीर झालेली/होणारी धोरणे मार्गदर्शक सूचना या पारेषण वाहिन्यांस लागू राहतील.

हा शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संगणक संकेतांक क्रमांक २०२५०८०५१८०३१५०९१० असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

Digitally signed by UDDHAV RABHAJI DAHIPHALE
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(उ. र. दहिफळे)
सह सचिव, महाराष्ट्र शासन

प्रत:-

१) मा. राज्यपाल यांचे सचिव, राजभवन, मलबार हिल, मुंबई
२) मा. मुख्यमंत्री, महाराष्ट्र राज्य यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई
३) मा. उप मुख्यमंत्री (नगर विकास), यांचे सचिव, मंत्रालय, मुंबई
४) मा. उप मुख्यमंत्री (वित्त व नियोजन), यांचे सचिव, मंत्रालय, मुंबई
५) मा.राज्यमंत्री, ऊर्जा यांचे खाजगी सचिव, मंत्रालय, मुंबई
६) मा. मुख्य सचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई
७) अपर मुख्य सचिव (ऊर्जा), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई
८) अपर मुख्य सचिव, नियोजन विभाग, मंत्रालय, मुंबई
९) अपर मुख्य सचिव, वित्त विभाग, मंत्रालय, मुंबई
१०) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्या. प्रकाशगंगा, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई
११) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज वितरण कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई
१२) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज निर्मिती कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई
१३) निवडनस्ती (ऊर्जा-४), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई

Regarding granting prior permission of the Government to construct new transmission lines to the company NES (Network Expansion Scheme) Dharashiv Transmission Ltd. under Section 68 of the Electricity Act, 2003.

Government of Maharashtra

Industries, Energy, Labour and Mines Department, Government Decision No.: Miscellaneous-0725/P.No.215 (B)/Energy-4, Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai-400 032

Date: 05 August, 2025

Reference:

7) Letter No. 05/24-25/ITP-101/Rfp from PFC CONSULTING LIMITED, dated 03.06.2025.

2) Letter of Chief Engineer, State Transmission Undertaking No. MSETCL/CO/CE/STU/TBCB /6325, dated 14.07.2025.

3) Government Decision no. Pavamo-2021/Pro.No.170 (Part-1)/Energy-4, dt. 02.11.2022 and dt. 01.12.2022.

Preface:

Currently, the demand for electricity in Maharashtra has risen to 29,000 MW, and it is projected that this peak demand will reach between 34,000 and 35,000 MW by the year 2026, and between 42,000 and 45,000 MW by 2030. In light of this reality, it is imperative to enhance the capacity of transmission lines and strengthen the transmission network to meet this

growing demand for electricity. Accordingly, it is planned to undertake the construction of 400 kV and 220 kV Extra High Voltage (EHV) substations—along with their associated connecting transmission lines—through a competitive bidding process based on electricity tariffs (known as TBCB: Tariff Based Competitive Bidding). Consequently, a proposal seeking prior permission under Section 68 of the Electricity Act, 2003, for the construction of a 400/220 kV EHV substation and its associated connecting transmission line—as proposed by M/s NES Dharashiv Transmission Company Ltd.—was submitted to the Government for approval. The matter regarding the grant of approval to the said proposal was under the active consideration of the Government.

Government Decision:

PFC Consulting Limited has been appointed as the Bid Process Coordinator (BPC) to select a Transmission Service Provider (TSP) bidder—through a 'Tariff-Based Competitive Bidding' process—for the construction of a 400/220 kV substation and associated transmission lines at Wadi in the Dharashiv district. NES Dharashiv Transmission Ltd. is the Special Purpose Vehicle (SPV) established for this specific purpose.

Approval is hereby granted to NES Dharashiv Transmission Ltd. for the establishment of a 400/220 kV Substation and associated transmission systems (lines) at Washi in the Dharashiv district—a project executed through a tariff-based competitive bidding process—subject to the following terms and conditions, in accordance with Section 68 of the Electricity Act, 2003.

1. NES Dharashiv Transmission Ltd. shall undertake the construction of the power project at its own expense, in accordance with established and certified procedures, and under the guidance and supervision of experts. It shall be binding upon the Company to utilize this power transmission line solely for the specific purpose for which the Company has decided to employ it.

2. The nature and details of the work of the Sir project are as follows:-

Sr. No.	Scope of the Transmission Scheme
1.	**Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x300 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT-2 Nos. • 400/132 kV, 300 MVA, ICT-2 Nos. • 125 MVAr, 400 kV Bus Reactor-1 No • 400 kV ICT bays-4 Nos. • 220 kV ICT bays - 2 Nos. • 132 kV ICT bays-2 Nos. • 132 kV ICT bays-2 Nos. • 400 kV line bays-2 Nos. • 220 kV line bays 4 Nos. • 132 kV line bays-2 Nos • 400 kV reactor bay-1 No. **Future space Provisions:** • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East) (Proposed)
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba(existing)
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)
5.	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)
6.	**220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s** • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (AIS) line bay at 220 kV Paranda (existing) - 2 Nos
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi (new) to 765 kV AIS Pune (East) (Proposed) • 400 kV line bay at Pune (East) (Proposed) -2 Nos.
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)-2 Nos.

3. Prior to energizing or charging these electrical installations, it shall be mandatory to obtain prior permission from the competent authority—specifically, the Chief Electrical Inspector or the Chief Engineer (Electrical)—as applicable.

4. NES Dharashiv Transmission Ltd. shall itself undertake the operation and management of the power transmission facilities.

5. Following the erection of the towers, if any grievances arise from the concerned farmers or landowners, the responsibility for their proper redressal—in consultation with the competent authorities—shall rest with NES Dharashiv Transmission Ltd.

6. Obtaining all necessary licenses for the establishment and operation of the power project, fulfilling prescribed criteria, as well as complying with other prevailing rules of various government authorities/departments/Electricity Regulatory Commissions, etc.—along with such rules and conditions as may be sanctioned by the government from time to time—shall be binding upon the Company.

7. The tenure of the license shall be 35 years from the date of issuance of the license certificate. Upon the expiration of the said period, the Government shall conduct an appropriate review regarding the Sir transport operations and take a decision.

8. The terms and conditions stipulated under Section 68 of the Electricity Act, 2003—including any amendments made thereto from time to time—as well as the terms and conditions set forth in this Department's Government Resolutions No. PaRaMo-2021/P.K.170 (Part-1)/Energy-4 dated 02.11.2022 and 01.12.2022, shall be applicable to these transmission lines; furthermore, any policies, guidelines, or instructions regarding such transmission lines issued or to be issued from time to time by the State Government or the Central Government shall also apply.

9. This Government Resolution has been made available on the Government of Maharashtra's website, www.maharashtra.gov.in, and bears the Computer Code Number 202508051803150910. This Order is being issued after being authenticated by a digital signature.
By order and in the name of the Governor of Maharashtra.

(U.S. Daviphale)
C Swachi, Governor of Maharashtra

CC:

1) Hon. Secretary to the Governor, Rajbhi, Malabar Villa, Mumbai

2) Hon. Additional Chief Secretary to the Chief Minister, Maharashtra State, Ministry, Mumbai

3) Hon. Deputy Chief Minister (Urban Welfare), His Excellency, Ministry, Mumbai

4) Hon. Deputy Chief Minister (Shavatt and Shanyorjan), His Excellency, Ministry, Mumbai

5) Ministry of External Affairs to Hon'ble Minister of State, Energy, Ministry, Mumbai

6) Hon. Chief Secretary, Maharashtra State, Ministry, Mumbai

7) Additional Chief Secretary (Energy), Department of Industries, Energy, Labor and Welfare, Ministry, Mumbai

8) Additional Chief Secretary, Excise Department, Ministry, Mumbai

9) Additional Chief Secretary, Finance Department, Ministry, Mumbai

10) Chairman and Managing Director, Maharashtra State Electricity Transmission Company. Prakashganga, Andre-Kula Complex, Andhra (East), Mumbai

11) Chairman & Managing Director, Maharashtra State Electric Distribution Company Maya, Prakashgarh, Andra (East), Mumbai

12) Chairman & Managing Director, Maharashtra State Limited Company Maya, Prakashgarh, Andra (East), Mumbai

13) Eligibility (Energy-4), Industries, Energy, Mining and Mining Navbhajag, Mantrajalay, Mumbai

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No.: 04/24-25/ITP-101/RFP

Sep 15, 2025

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering,
Montecarlo Ltd.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

E-mail: bd@mclindia.com

Subject: Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" – Regarding issue of Acquisition Price.

Dear Sir,

1) This has reference to the RfP document issued for the Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" on 30.05.2025.

2) In line with the Clause 1.6.2.1(5) of RFP documents, the following may be noted with respect to the Acquisition Price:

> "The Acquisition Price payable by the Selected Bidder to the PFC Consulting Limited for the acquisition of one hundred percent (100%) of the equity shareholding of "NES DHARASHIV TRANSMISSION LIMITED" , along with all its related assets and liabilities is Rs. 3,50,54,240/- (Rupees three Crore Fifty Lakh Fifty Four Thousand Two Hundred and Forty only)."

This is for your information and necessary action please.

Thanking you.

Yours faithfully

(Bibhuti Giri)

PFC CONSULTING LTD

G20 भारत 2023 INDIA वसुधैव कुटुम्बकम् ONE EARTH • ONE FAMILY • ONE FUTURE

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लि० की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No.: 04/24-25/ITP-101/RFP **Sep 24, 2025**

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering, **E-mail:** bd@mclindia.com
Montecarlo Ltd.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

Subject: Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" – Regarding issue of revised-Acquisition Price.

Dear Sir,

1) This has reference to the RfP document issued for the Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" on 30.05.2025.

2) In line with the Clause 1.6.2.1(5) of RFP documents, the following may be noted with respect to the Acquisition Price:

> "The Acquisition Price payable by the Selected Bidder to the PFC Consulting Limited for the acquisition of one hundred percent (100%) of the equity shareholding of "NES DHARASHIV TRANSMISSION LIMITED" , along with all its related assets and liabilities is **Rs. 3,46,24,555/-** (Rupees Three Crore Forty-six Lakh Twenty-four Thousand Five Hundred Fifty-five only)."

This is for your information and necessary action please.

Yours faithfully

(Bibhuti Giri)

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd)

June 25, 2025

Subject: Notice for pre-bid meeting for Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"

Pre-bid meeting for the subject transmission scheme through video conferencing has been scheduled on **27.06.2025** at **14:15 Hrs**. Bidders interested in participating in the above meeting are requested to send an email to pfccl.itp@pfcindia.com to get the video conferencing link prior to the scheduled meeting. It may be noted that two (2) participants from each organization are allowed to participate in the pre-bid meeting.

PFC Consulting Limited

PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District".

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **August 01**, **2025** till 15:00 hrs (IST) to **August 22, 2025 till 15:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **August 22, 2025 at 15:30 hrs (IST)**.

PFC Consulting Limited

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

August 21, 2025

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District- NES DHARASHIV TRANSMISSION Ltd.".

The due date for submission of online RFP bids (Technical &Financial) through the electronic bidding platform for the subject project has been extended from August 22, 2025 till 12:00 hrs (IST) to **September 04, 2025 till 12:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **September 04, 2025 at 12:30 hrs (IST)**.

PFC Consulting Limited

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

September 03, 2025

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District- NES DHARASHIV TRANSMISSION Ltd.".

The due date for submission of online RFP bids (Technical &Financial) through the electronic bidding platform for the subject project has been extended from September 04, 2025 till 12:00 hrs (IST) to **September 18, 2025 till 12:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **September 18, 2025 at 12:30 hrs (IST)**.

PFC Consulting Limited

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

September 18, 2025

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District- NES DHARASHIV TRANSMISSION Ltd.".

The due date for submission of online RFP bids (Technical &Financial) through the electronic bidding platform for the subject project has been extended from September 18, 2025 till 12:00 (IST) to **October 03, 2025 till 03:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **October 03, 2025 till 03:30 hrs hrs (IST)**.

PFC Consulting Limited

PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District- NES DHARASHIV TRANSMISSION Ltd."

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from October 03, 2025 till 03:00 hrs (IST) to **October 17, 2025 till 12:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **October 17, 2025 till 12:30 hrs (IST)**

PFC Consulting Limited

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv,Beed District".**

The due date for submission of online RFP bids (Technical &Financial) through the electronic bidding platform for the subject project has been extended from **October 28, 2025 till 15:00 hrs (IST)** to **November 04, 2025 till 15:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **November 04, 2025 at 15:30 hrs (IST)**.

PFC Consulting Limited

PFC Consulting Limited

(A wholly owned subsidiary of PFC Ltd.)

19 November, 2025

Sub: Qualification Status of RFP (Technical) Bids and opening of Initial Offer for establishment of Intra-state Transmission Project (ITP) "NETWORK EXPANSION SCHEME IN MAHARASHTRA FOR EVACUATION OF RE POWER FROM DHARASHIV, BEED DISTRICT"

With reference to issuance of RFP documents by PFC Consulting Limited (the Bid Process Coordinator), on 30.05.2025 for selection of Bidder as Transmission Service Provider (TSP) to establish intra -state transmission scheme "NETWORK EXPANSION SCHEME IN MAHARASHTRA FOR EVACUATION OF RE POWER FROM DHARASHIV, BEED DISTRICT" and opening of RFP (Technical) Bids on 04.11.2025, the following Bidders have been declared as Qualified Bidders for opening of Initial Offer:

i) Resonia Limited
ii) Maharashtra State Electricity Transmission Company Limited
iii) Adani Energy Solutions Limited
iv) Power Grid Corporation of India Limited
v) Montecalro Limited

PFC Consulting Limited

Montecarlo Ltd (BD)

From: Project In-charge, ITP <pfccl.itp@pfcindia.com>
Sent: 24.11.2025 4:09 PM
To: Rajan Joshi
Cc: Bibhuti Giri; Sanjay Nayak; A Harish Kumar
Subject: Invitation for participation in the eRA for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv"

Sir
This has reference to the Intra-state Transmission system "**Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District** ". This is to inform you that based on the RfP Bid submitted, you have been qualified to participate in the E- Reverse Auction for the project.

The ceiling price for the E- Reverse Auction is **Rs. 1590.00 million** per year. The E- Reverse Auction has been scheduled in the MSTC portal on **25.11.2025 at 10:00 hrs (IST)**.

--
Regards,
PFC Consulting Limited,
New Delhi

जब तक अत्यंत आवश्यक न हो कृपया इस ई-मेल को प्रिंट न करें ।

इस इलैक्ट्रॉनिक संदेश में समाहित सूचना तथा संलग्नक केवल प्रेषिती के उपयोग के लिए हैं तथा उनके लिए प्रॉपराइटरी, गोपनीय अथवा विशेषाधिकृत सूचना हो सकती है। यदि आप वह व्यक्ति नहीं हैं, तो आप इस ई-मेल को प्रचारित, वितरित अथवा कॉपी न करें। कृपया प्रेषक को तुरंत नोटिफाई करें तथा इस संदेश की सभी प्रतियां तथा अन्य संलग्नक नष्ट कर दें।

चेतावनी: ई-मेल के माध्यम से कम्प्यूटर वायरस संप्रेषित हो सकता है। यद्यपि इसके लिए कंपनी ने पर्याप्त सावधानी बरती है कि इस ई-मेल में कोई वायरस न हो, तथापि प्रेषिती को भी यह जाँच कर लेनी चाहिए कि इस ई-मेल तथा संलग्नक में कोई वायरस नहीं है। कंपनी इस ई-मेल अथवा संलग्नकों के प्रयोग से हुई किसी भी हानि अथवा नुकसान का दायित्व स्वीकार नहीं करती।

Disclaimer : "Information transmitted by this e-mail and attachments may be proprietary to Montecarlo Ltd., and/or the authors of the information and is intended for use only by the individual or entity to which it is addressed and may contain confidential or legally privileged information. Unauthorised use, disclosure or copying is strictly prohibited and may constitute unlawful act. Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost ,arrive late or contain viruses. Montecarlo Limited therefore does not accept any liability for any loss or damage, errors, omissions, viruses or computer problems arising /experienced as a result of this transmission. If you are not the intended recipient, then you are requested to intimate the sender and delete the e-mail, its attachments and copies immediately."

RA Bid Sheet

Event No: TSP/PFCCL/New Delhi/12/25-26/ET/RA/30[Dharashiv Beed District]

Lot Number: 1

Lot Name: Dharashiv Beed District

Bidding Period: 25-11-2025 10:00:00.00 to 25-11-2025 21:59:03.59

Currency: INR

e-Tender		e-RA		Overall	
L1		L1		L1	
Price Parameters	Vendor Details: MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED	Price Parameters	Vendor Details: MONTECARLO LIMITED	Price Parameters	Vendor Details: MONTECARLO LIMITED
Transmission Charges (In Rs. Millions)	1590	Transmission Charges (In Rs. Millions)	1445.56	Transmission Charges (In Rs. Millions)	1445.56
Per Unit Cost	1590	Per Unit Cost	1445.56	Per Unit Cost	1445.56
Total Cost	1590	Total Cost	1445.56	Total Cost	1445.56

This report is downloaded from https://www.mstcecommerce.com/eproc/. Time: 25-11-2025 22:00:39

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)
CIN U74140DL2008GOI175858

Ref. No.: 04/25-26/ITP-101/RFP **November 26, 2025**

E-mail: bd@mclindia.com

To,
Mr. Anoop Vijay Vargiya,
AGM – BD & Tendering,
Montecarlo Limited,
Montecarlo House,
Sindhu Bhavan Road, Bodakev,
Ahmedabad, Gujarat – 380058

Subject: Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv,Beed District" – Regarding submission of original hard copies

Dear Sir,

This has reference to the opening of RFP (Financial) Bids-Initial Offer on 24.11.2025 at 15:00 hrs (IST) for the subject scheme and subsequent e-Reverse bidding held on 25.11.2025 from 10:00 hrs (IST) onwards. On conclusion of e-Reverse Auction on 25.11.2025 at 21:59 hrs (IST), '**Montecarlo Limited'** has emerged as bidder with lowest Quoted Transmission Charges during e-bidding stage.

As per the Clause No. 2.5.2 of the RFP document *"In addition to the online submission of above formats through the electronic platform, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. In case, there is a discrepancy between the online submission and physical documents, the bid would be out rightly rejected and the bidder shall be construed to have engaged in the fraudulent practice as defined in Clause 2.19.3 with consequences as mentioned in Clause 2.19.2."*

In view of the above, '**Montecarlo Limited'** is requested to submit the original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 latest by 28.11.2025 till 16:00 hrs (IST) in the office of PFC Consulting Limited.

Thanking you,

Yours faithfully,

(Bibhuti Giri)
Dy. General Manager

MONTECARLO
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Ref. No.: MCL(P)/CO/9000/CLT/2025-2026/2836 Date: 26.11.2025

To,
Shree Bibhuti Giri
Dy. General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001
Email: pfccl.itp@pfcindia.com

Subject: **Submission of original hard copies for** Independent Transmission Project "NetworkExpansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv,Beed District".

Ref No. : 1. Your letter no. 04/25-26/ITP-101/RFP Dated: 26.11.2025

We acknowledge receipt of your letter dated **26.11.2025** regarding submission of original documents in reference to the opening of RFP (Financial) Bids–Initial Offer on 24.11.2025 and the subsequent e-Reverse Auction held on 25.11.2025.

In compliance with the requirements stipulated in **Clause 2.5.2 of the RFP document**, we hereby submit the following documents in original:

1. **Annexure 3 Evidence of Authorized Signatory's Authority (Power of Attorney)**
2. **Annexure 14 A – Surety Bond for Bid Security**

We hope our submissions are in line with your requirement.

Thanking you and assuring you of our best services always.

For, Montecarlo Limited

MONTECARLO LIMITED

Name: Anoop Vijayvargiya
Assistant General Manager - BD & Tendering
Enclosures: 1. Evidence of Authorized Signatory's Authority (Power of Attorney)
2. Annexure 14 A – Surety Bond for Bid Security

ANNEXURE 3

Power of attorney

Board of Resolution

MONTECARLO
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PFCCL-Reel TBCB

423

IN-GJ46931632455516X

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

S.R. No. 1963 Dt. 29/7/2025

सत्यमेव जयते

Certificate No.	:	IN-GJ46931632455516X
Certificate Issued Date	:	25-Jun-2025 11:36 AM
Account Reference	:	IMPACC (CA)/ gj13314706/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ13314706002025337577 84X
Purchased by	:	MONTECARLO LIMITED
Description of Document	:	Article 45 (h) Power of Attorney (in any other case)
Description	:	POWER OF ATTORNEY
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MONTECARLO LIMITED
Second Party	:	ANOOP VIJAYVARGIYA AND OTHER
Stamp Duty Paid By	:	MONTECARLO LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

T. K. MODI
NOTARY
GOVT. OF GUJARAT
29 JUL 2025

MONTECARLO LIMITED

GOVT. OF GUJARAT (INDIA) NOTARY TEJAS K. MODI AHMEDABAD CITY OF GUJARAT STATE REGD. No. 1304 EXPIRY DATE 09/02/2030

PRITESH A. SHAH CHARTERED ACCOUNTANT ACC NARANPURA AHMEDABAD

MONTECARLO LIMITED

IN-GJ46931632455516X

GG 0012032724

VOID VOID VOID

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

25-Jun-2025 11:36 AM 25-Jun-2025 11:36 AM 25-Jun-2025 11:36 AM



ANNEXURE 3 - EVIDENCE OF AUTHORIZED SIGNATORY'S AUTHORITY (POWER OF ATTORNEY)

POWER OF ATTORNEY

Know all men by these presents, We **Montecarlo Limited** having its registered office at **Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ahmedabad - 380058, Gujarat** do hereby constitute, appoint and authorize **Mr. Anoop Vijayvargiya** son of **Mr. Rajendra Kumar Vijayvargiya**, residing at **A 403, Pearl 100, Near Sanidhya Apartment, 100 ft Tragad Chandkheda Road, Tragad, Ahmedabad City 382470** who is presently employed with us and holding the position of **Assistant General Manager - BD & Tendering** and **Mr. T. Sai Ravi Kiran** son of **Mr. T. Sai Kumar**, residing at **Bungalow no 24 Tybe B Sagar Green Hills, Kolar Road Bhopal, Huzur, Bhopal, Madhya Pradesh – 462042,** who is presently employed with us and holding the position of **Sr. Vice President - Energy, Project** as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to

MONTECARLO LIMITED

MONTECARLO LIMITED

our Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"** through tariff based competitive bidding process in the country of India, including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RFP and signing of the Share Purchase Agreement by all the parties thereto.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.



For, Montecarlo Limited

For, MONTECARLO LTD

Nareshkumar Suthar
Executive Director

Name: Nareshkumar Suthar
Designation: Executive Director

Common Seal

Accepted



Attorney Holder
Name: Anoop Vijayvargiya
Designation: Assistant General Manager - BD & Tendering
Address: A 403, Pearl 100, Near Sanidhya Apartment,
100 ft Tragad Chandkheda Road, Tragad,
Ahmedabad City 382470.

Accepted



Attorney Holder
Name: T. Sai Ravi Kiran
Designation: Sr. Vice President - Energy, Project
Address: Bungalow no 24 Tybe B Sagar Green Hills, Kolar Road Bhopal, Huzur, Bhopal, Madhya Pradesh – 462042.

Specimen signatures of attorney attested by the Executant

For, MONTECARLO LTD

Nareshkumar Suthar
Executive Director

(Signature of the Executant)

BEFORE ME

T. K. MODI
NOTARY
GOVT. OF GUJARAT
29 JUL 2025

(Signature of Notary Public)

NOTARY GOVT. OF GUJARAT (INDIA)
TEJAS K. MODI
AHMEDABAD CITY
OF GUJARAT STATE
REGD. No. 1304
EXPIRY DATE
09/02/2030

Place: **Ahmedabad**

Date: 29/07/2025

MONTECARLO LIMITED

MONTECARLO LIMITED

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY BOARD OF DIRECTORS OF MONTECARLO LIMITED AT THEIR MEETING HELD ON FRIDAY, JULY 08, 2022 AT 12:15 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT MONTECARLO HOUSE, SINDHU BHAVAN ROAD, BODAKDEV, AHMEDABAD- 380 058

ITEM NO. 19- AUTHORISATION TO MR. NARESHKUMAR SUTHAR, WHOLE TIME DIRECTOR TO SIGN VARIOUS DOCUMENTS FOR TENDER/BIDS

"RESOLVED THAT in supersession of earlier resolutions passed by the Board, Mr. Nareshkumar Suthar, Whole time Director of the Company be and is hereby authorized to sign as well as delegate the authority for signing the following documents:-

1. To sign and execute pre-qualification and tender documents on behalf of the company.
2. To sign and execute contract agreement in respect of works awarded to the company from time to time.
3. To sign, execute and enter into such rent/lease agreement, sub-contract agreement, in respect of works awarded to the company from time to time.
4. To sign, execute and enter into such consortium /joint venture agreement, joint bidding agreement etc. for bidding and tender purpose as and when required.
5. To appoint and/or to engage any person(s) as consultant, advisor, trainer, solicitor for the company and to terminate their services as and when required.
6. To sign and execute Power of Attorney (POA) in favour of Company's Employee/s or third party (ies) in respect of bidding various tenders from time to time.
7. Generally to act as an attorney of the company as well as for other directors in relation to the matters aforesaid and also all other matters in which the company/directors may be interested or concerned and to execute and do all deeds, acts and things as fully and effectually in all respects which shall be binding to company/directors.
8. To sign/affix/use Digital Signature (DSC) wherever require in online filing/submitting Biding/Tendering documents on behalf of the Company.

NOTARY GOVT. OF GUJARAT (INDIA) TEJAS K. MODI AHMEDABAD CITY OF GUJARAT STATE REGD. No: 1304 EXPIRY DATE 09/02/2030

+91 79 26409333 / 777
+91 79 26408444
+91 79 71999300 / 301
mclindia.com
mail@mclindia.com
Montecarlo Limited
Montecarlo House :
Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058, Gujarat, India.
CIN : U40300GJ1995PLC025082

MONTECARLO LIMITED

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9. To authorized the employee(s) of the Company to sign/affix/use Digital Signature (DSC) wherever require in online filing/submitting Biding/Tendering documents on behalf of the Company

10. To negotiate and finalize the terms and conditions to given effect of aforesaid matters.

"RESOLVED FURTHER THAT it is hereby agree that all acts, deeds and things done by the said attorney shall be construed as acts, deeds and things lawfully done by the company and company further undertakes to ratify and confirm all acts done by virtue of the power hereby given."

"RESOLVED FURTHER THAT Common Seal of the Company be affixed on all the documents wherever necessary, in presence of one Director, who shall sign the same in token thereof."

"RESOLVED FURTHER THAT any one director or company secretary be and is hereby authorized to submit the aforesaid resolution as true copy with the competent authority as and when require."

CERTIFIED TRUE COPY
For, **Montecarlo Limited**

Attestation

(Nareshkumar P. Suthar)
Whole Time Director
DIN: 00414050

(Kalpesh Desai)
Company Secretary
M. No. A7176

MONTECARLO LIMITED

MONTECARLO LIMITED

MONTECARLO LIMITED

NOTARY TEJAS MODI AHMEDABAD GOVT. OF GUJARAT STATE REGD. No. 1304 EXPIRY DATE 09/02/2030 GOVT. OF GUJARAT (INDIA)

TRUE COPY
T. K. MODI
NOTARY
GOVT. OF GUJARAT

+91 79 26409333 / 777
+91 79 26408441
+91 79 71999300 / 301
mclindia.com
mail@mclindia.com
Montecarlo Limited
Montecarlo House :
Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058, Gujarat, India.
CIN : U40300GJ1995PLC025082

Annexure 14 A

THE SURETY BOND FOR BID SECURITY

MONTECARLO
BORN TO ACHIEVE

Bid Security

Dated: 01 /11/2025

To,
PFC Consulting Limited
9th Floor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Sub: Bid for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" through tariff based competitive bidding process"

Dear Sir,

With reference to the above said tender, we are herewith submitting Surety Bond for Bid Security with the details noted below:

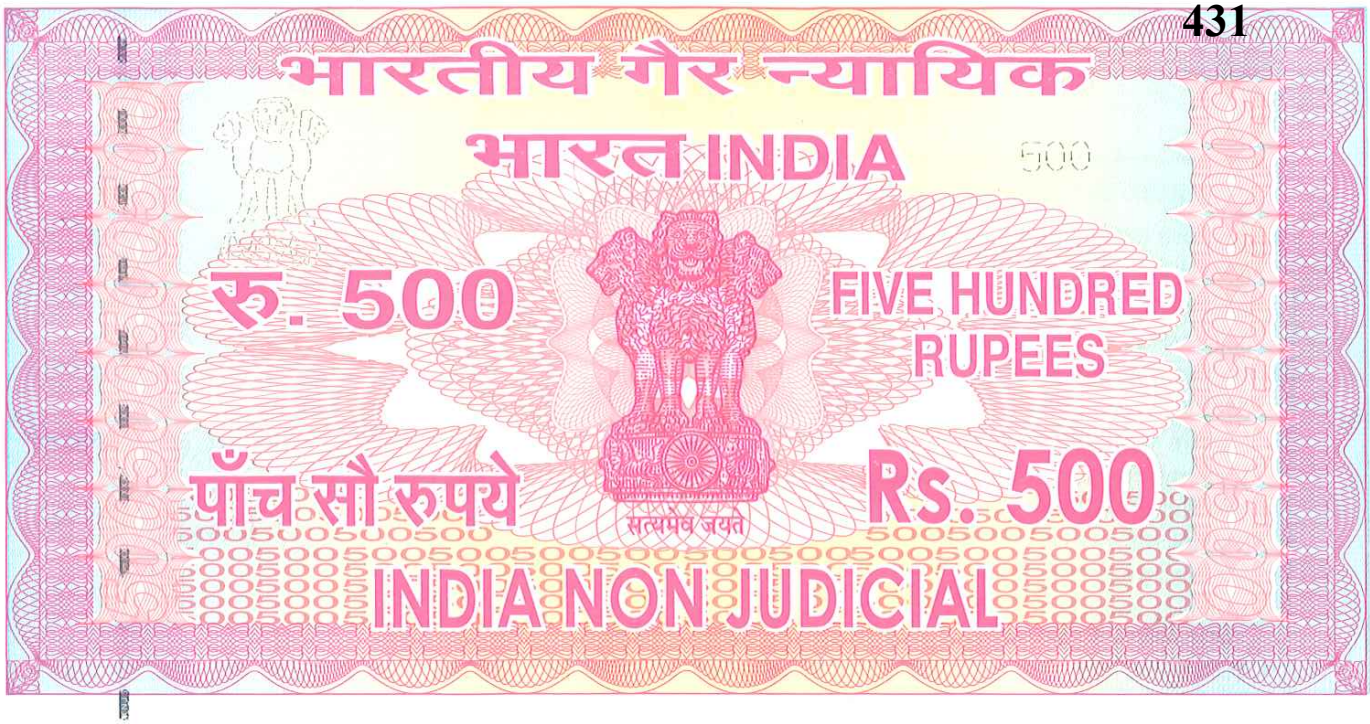
Sr. No.	Name of Insurance Company	Surety Bond No.	Date	Amount
1	Reliance General Insurance Company Ltd	160262527290045672	17.10.2025	Rs. 11,14,00,000/-

Thanking You,

Yours faithfully,
For, Montecarlo Limited

MONTECARLO LIMITED

Authorized Signatory



महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ DV 471342

Sub-Treasury Office Vasai

Sub-Treasury Office Vasai
18 SEP 2025
Addl. Treasury Officer

18/09/25

This stamp paper is an integral part of Insurance surety Bond executed by the Reliance General Insurance Co. Ltd with policy No. 160262527290045 67.

RELIANCE GENERAL INSURANCE

13 SEP 2025

जोडपत्र-२/Annexure-II

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक-२/दिनांक
(Serial No./Date) 621999

२. दस्ताचा प्रकार
(Nature of document) 25/09/25

३. दस्त नोंदणी करणार आहेत का ?
(Whether it is to be registered?) Reliance General Insurance Company

४. मिळकतीचे संक्षिप्त वर्णन
(Property Description in brief)

५. मुद्रांक विकत घेणाऱ्याचे नाव व सही
(Stamp Purchaser's Name & Signature)

६. हस्ते अ/त्याय त्याचे नाव, पत्ता व सही
(If through, owner, person then Name, Address & Signature)

७. पक्षकाराचे नाव
(Name of the Party)

८. मुद्रांक शुल्क रक्कम
(Stamp Duty Amount)

९ परवानाधारक मुद्रांक विक्रेत्याचे नाव
व परवाना क्रमांक तसेच श्री. गोकुल [illegible]
मुद्रांक विक्रीचे ठिकाण/पत्ता १२०१०, भांडारकोपरा
(ज्या कारणासाठी व्यक्ती मुद्रांक खरेदी केला त्यांनी स्वत: कारणमांडे मुद्रांक खरेदी केल्याच्या तारखेपासून ६ महिन्यात वापरणे बंधनकारक आहे.)

RELIANCE GENERAL INSURANCE | Live Smart

reliancegeneral.co.in
022 4890 3007
74004 22200

Surety Bond No: **160262527290045672**
Surety Bond Amount:**11,14,00,000/-**
Surety Bond Effective Date: **04.11.2025**
Surety Bond Expiry Date: **02.06.2026**
Surety Bond Claim Expiry Date: **29.11.2026**
Surety Bond Issue Date: **17.10.2025**

THE SURETY BOND FOR BID SECURITY

In consideration of the **M/s Montecarlo Limited, Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ahmedabad - 380058, Gujarat, India** submitting the Bid inter alia for "**establishing the Inter-State transmission system for Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District on build, own, operate and transfer basis**" in response to the RFP dated **30.05.2025** issued by **PFC CONSULTING LIMITED**, and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of **M/s Montecarlo Limited** as per the terms of the RFP, the **RELIANCE GENERAL INSURANCE COMPANY LIMITED, its head office at 3rd Floor, Zodiac Avenue, Opp Mayor's Bunglow Near SBI Bank, Law Garden, Navrangpura, Ahmedabad – 380009 and Its Corporate Office at 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai – 400063, Maharashtra (hereinafter referred to as "Surety Insurer")** hereby agrees unequivocally, irrevocably and unconditionally to pay to **PFC CONSULTING LIMITED** or its authorized representative at **9TH FLOOR, WING-A, STATESMAN HOUSE,CONNAUGHT PLACE, NEW DELHI - 110001** forthwith on demand in writing from **PFC CONSULTING LIMITED** or any representative authorized by it in this behalf, any amount up to and not exceeding **Rs.11,14,00,000/- (Rupees Eleven Crore Fourteen Lakh Only)** (the "Surety Bond"), on behalf of **M/s Montecarlo Limited**.

This surety bond shall be valid and binding on the Surety Insurer up to and including **02.06.2026** and shall not be terminable by notice or any change in the constitution of the Surety Insurer 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 concerned parties.

Our liability under this Surety Bond is restricted to **Rs.11,14,00,000/- (Rupees Eleven Crore Fourteen Lakh Only)**. The Surety Bond shall remain in force until **02.06.2026. PFC CONSULTING LIMITED** or its authorized representative shall be entitled to invoke this Surety bond until **29.11.2026**. The Surety Insurer hereby expressly agrees that it shall not require any proof except for the written demand from **PFC CONSULTING LIMITED** or its authorized representative, made in any format, raised at the above-mentioned address of the Surety Insurer, in order to make the said payment to **PFC CONSULTING LIMITED** or its authorized representative.

The Surety Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Surety Insurer shall not require **PFC CONSULTING LIMITED** or its authorized representative to justify the invocation of this surety bond, nor shall the Surety Insurer have any recourse against **PFC CONSULTING LIMITED** or its authorized representative in respect of any payment made hereunder.

RELIANCE GENERAL INSURANCE

Surety Bond No: **160262527290045672**
Surety Bond Amount:**11,14,00,000/-**
Surety Bond Effective Date: **04.11.2025**
Surety Bond Expiry Date: **02.06.2026**
Surety Bond Claim Expiry Date: **29.11.2026**
Surety Bond Issue Date: **17.10.2025**
This Surety Bond shall be interpreted in accordance with the laws of India.

The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein.

This Surety Bond 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 Insurer.

This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly **PFC CONSULTING LIMITED** or its authorized representative shall not be obliged before enforcing this Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by **PFC CONSULTING LIMITED** or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond is restricted to **Rs.11,14,00,000/- (Rupees Eleven Crore Fourteen Lakh Only)** and it shall remain in force until **02.06.2026**, with an additional claim period of one hundred eighty (180) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if **PFC CONSULTING LIMITED** or its authorized representative serves upon us a written claim or demand.

In witness where of:
Signature.....
Name: Ashish Shrivastava (DVP Operations)
Power of attorney No/ Employee No. as applicable.: 71011451
For:
Reliance General Insurance Co. Ltd., 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai – 400063, Maharashtra

Ref. No.: 04/24-25/ITP-101/RFP **Dec 24, 2025**

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering, **E-mail:** bd@mclindia.com
Montecarlo Ltd. Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

Subject: Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District:-Clarification

Dear Sir

1) This has reference to the RfP Technical bid submitted by Montecarlo Limited for the intrastate transmission scheme " Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" dated 01.11.2025. It has been noticed that Montecarlo Limited has submitted **Annexure-8 (Undertaking and Details of Equity Investment)**, wherein it has been mentioned that 100% equity participation in NES DHARASHIV LIMITED would be made by **Montecarlo Projects Limited** (Affiliate company of Bidder).

2) In this regard, it is requested to confirm the compliance of the following, as per the provisions of the RfP:
   i) The aggregate equity share holding of the bidding company i.e. Montecarlo Limited, in the issued and paidup equity share capital of NES DHARASHIV LIMITED, shall not be less than Fiftyone percent (51%) up to a period of (1) one year after COD of the Projects per the provisions of clause 2.5.8.1 (a) of RfP.
   ii) Incase the bidding company i.e. Montecarlo Limited is declared as the selected / successful bidder then the bidding company i.e. Montecarlo Limited shall acquire for the Acquisition Price, one hundred percent (100%) equity shareholding of NES DHARASHIV LIMITED, from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding NES DHARASHIV LIMITED, along with all its related assets and liabilities and shall execute Share Purchase Agreement as per the provisions of clause 2.15.2 of RfP.
   iii) The bidding company i.e. Montecarlo Limited shall provide the Contract Performance Guarantee infavour of the Nodal Agency and execute the Transmission Service Agreement as per the provisions of clause 2.15.2 of RfP.

3) It is requested that the information/documentation/ clarification highlighted above may be furnished and initialed by the authorized signatory latest by 16:00 hrs(IST) on 26.12.2025.

Yours faithfully

(Bibhuti Giri)
Dy General Manager

MONTECARLO
BORN TO ACHIEVE

Ref. No.: MCL(P)/CO/9000/CLT/2025-2026/3217
Date: 25.12.2025

To,
Dy. General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001
Email: pfccl.itp@pfcindia.com

Subject: **Submission of clarification for** RFP dated 30.05.2025 for Independent Transmission Project "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District.

Ref No.:
1. RFP Dated 30.05.2025
2. Your letter Ref no. 04/25-26/ITP-101/RFP Dated: 26.11.2025
3. Our letter No. MCL(P)/CO/9000/CLT/2025-2026/2836 Date: 26.11.2025
4. Your letter Ref No.: 04/24-25/ITP-101/RFP Dated 24.12.2025

Dear Sir,

In reference to above, we hereby submit our reply for your kind perusal and consideration please: -

Clarification Required	MCL Reply
(i) The aggregate equity share holding of the bidding company i.e. Montecarlo Limited, in the issued and paid up equity share capital of NES DHARASHIV LIMITED, shall not be less than Fifty one percent (51%) up to a period of (1) one year after COD of the Projects per the provisions of clause 2.5.8.1 (a) of RfP. (ii) Incase the bidding company i.e. Montecarlo Limited is declared as the selected / successful bidder then the bidding company i.e. Montecarlo Limited shall acquire for the Acquisition Price, one hundred percent (100%) equity shareholding of NES DHARASHIV LIMITED, from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding NES DHARASHIV LIMITED, along with all its related assets and liabilities and shall execute Share Purchase Agreement as per the provisions of clause 2.15.2 of RfP. (iii) The bidding company i.e. Montecarlo Limited shall provide the Contract Performance Guarantee infavour of the Nodal Agency and execute the Transmission Service Agreement as per the provisions of clause 2.15.2 of RfP.	We hereby confirm that **Montecarlo Limited** shall abide and comply to the provisions of RFP.

We hope our submissions are in line with your requirement.

Thanking you and assuring you of our best services always.

For, Montecarlo Limited

MONTECARLO LIMITED

Anoop Vijayvargiya
Assistant General Manager - BD & Tendering

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 04/25-26/ITP-101

February 13, 2026

To
Mr. Anoop Vijayavargiya,
Assistant General Manager – BD &Tendering,
Montecarlo Limited,
Montecarlo House, Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058, Gujarat, India

E-mail: bd@mclindia.com

Sub.: **Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"- Regarding Due Diligence for Transfer of SPV**

Dear Sir,

This has reference to our LoI dated 11.02.2026 issued to you for the subject project. In line with the provisions of Clause 2.15.2 (a) (b) & (c) of the RFP Document, the successful bidder for the subject transmission scheme i.e. "**Montecarlo Limited**" has to provide the Contract Performance Guarantee in favour of the Nodal Agency i.e. Maharashtra State transmission Utility (MSTU), execute the Share Purchase Agreement and acquire the project SPV i.e. "**NES Dharashiv Transmission Limited**" along with all its related assets and liabilities for the Acquisition Price.

It may be noted that the SPV is scheduled to be transferred shortly. In this regard, you are requested to arrange for due diligence with respect to the technical, financial, and secretarial aspects at our office in the week starting 16.02.2026.

With Kind regards,

Yours sincerely,

(Bibhuti Giri)
Dy. General Manager

Copy to:

1. CFO, PFCCL, New Delhi-110001
2. Chief Engineer, State Transmission Utility, 4th Floor, Prakash Ganga, BKC, Mumbai

MONTECARLO
BORN TO ACHIEVE

Ref: MCL(P)/CO/9000/CLT/2025-2026/3685
Date: 16/02/2026

To,
Dy. General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001
Email: pfccl.itp@pfcindia.com.

Sub.: **Letter for Due Diligence for Transfer of SPV** for "Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District -

Ref.:

1. RFP document issued for the Transmission Project on 30.05.2025
2. RFP (Technical and Financial) bid submitted by Montecarlo Ltd on 04.11.2025 and e-RA held on 25.11.2025
3. Your letter Ref No.: 04/25-26/ITP-101/RFP Dated 11.02.2026
4. Your letter Ref No.: 04/25-26/ITP-101/RFP Dated 13.02.2026
5. Our LOI Acceptance No.: MCL(P)/CO/9000/CLT/2025-2026/3684 Dated 16.02.2026

Dear Sir,

With reference to your Letter Ref. No. 04/25-26/ITP-101/RFP dated 13.02.2026, we hereby authorize the following officials to attend the meeting in your good office on behalf of Montecarlo Limited in connection with the subject matter:

1. Mr. Chirag Acharya – General Manager – Finance
2. Mr. Kalpesh Desai – Company Secretary
3. Mr. Sandipsinh Gohil – Dy. General Manager – BD & Tendering

The above-mentioned representatives are duly authorized to attend the meeting on 17.02.2026 in first half and to discuss matters related to the aforesaid subject.

Yours faithfully,
For, Montecarlo Limited

MONTECARLO LIMITED

Anoop Vijayvargiya
Assistant General Manager - BD & Tendering

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 04/25-26/ITP-101/RFP **17.02.2026**

To
Mr. Anoop Vijayavargiya,
Assistant General Manager – BD & Tendering,
Montecarlo Limited,
Montecarlo House, Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058,
Gujarat, India

E-mail: bd@mclindia.com

Sub.: Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" Regarding submission of CPG for transfer of SPV.

Sir,

In line with the provisions of Clause 2.15.2 (a), (b) & (c) of the RFP Document, Contract Performance Guarantee in favour of Nodal Agency i.e. Maharashtra State Transmission Utility (MSTU) has to be provided, the Share Purchase Agreement has to be executed and the SPV namely, **"NES DHARASHIV Transmission Limited"** has to be acquired by the selected bidder i.e., **'Montecarlo Limited'** along with all its related assets and liabilities for the Acquisition Price.

The due diligence has been conducted by Montecarlo Limited on 17.02.2026. The SPV would be transferred shortly. It is intimated that the Acquisition Price of the SPV **"NES DHARASHIV Transmission Limited"** is **Rs. 3,61,11,559/- (Rupees Three Crore Sixty one Lakh Eleven Thousand Five Hundred Fifty-nine Only)**. The break-up for this amount is given below:

S. No.	Description	Amount (in INR)
1.	PFCCL Management Fees	1,56,38,280
2.	Goods and Service Tax on PFCCL Management Fees	28,14,890
3.	Other Administrative Expenses	1,75,58,389
4.	Share Capital	1,00,000
	Total	**3,61,11,559**

The payment of the Acquisition Price may be made as detailed hereunder:

Name	: **PFC Consulting Limited**
PFCCL Goods and Service Tax No.	: 07AAECP6182F1ZC
PFCCL PAN No.	: AAECP6182F
Mode of Payment	: RTGS

Bank Details:

Bank Name	**ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001**
Name of Account	PFC CONSULTING LIMITED
A/C No.	000705036117
IFSC Code	ICIC0000007

It is requested that TDS may be deducted against the PFCCL Management Fees as per I.T. rules. Copy of PAN Card and Cheque of the above bank are enclosed herewith. You are requested to make the above payment as per the details provided above through RTGS at the earliest.

You are requested to provide the Contract Performance Guarantee) in favour of Nodal Agency i.e., Maharashtra State Transmission Utility (MSTU) as per the details provided in RFP documents and details enclosed at **Annexure-A**.

As per the provisions of Clause 2.15.2 (a), (b) & (c) of the RFP Document, it is requested to make payment of the Acquisition Price and provide the Contract Performance Guarantee (CPG) at the earliest.

With kind regards,

Yours sincerely,

(Bibhuti Giri)
Dy. General Manager

Annexure –A

Contract Performance Guarantee (CPG)

Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District

S. No.	Name of Nodal Agency	Address	Amount of CPG
1.	Maharashtra State Transmission Utility	STATE TRANSMISSION UTILITY, MAHARASHTRA, 4th Floor, Prakashganga, Plot No.C-19, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051	Rs. 27.85 Crore (Rupees Twenty Seven Crore and Eighty-five lakh Only)

EXHIBIT - N

Dated: December 02, 2025

CERTIFICATE BY THE BID EVALUATION COMMITTEE

Sub.: Selection of Successful Bidder as Transmission Service Provider to establish "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District".

It is hereby certified that:

1. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 and as amended from time to time.

2. **Montecarlo Limited** emerged as the Successful Bidder after the conclusion of e-reverse bidding process with the lowest Quoted Transmission Charges of **Rs. 1, 455.56 million per annum**.

3. The quoted tariff is higher than the Levelised Tariff calculated based on MERC norms considering the Capital Cost for the Project 'Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District' as assessed by Cost Committee. The quoted tariff discovered through e-reverse bidding process is acceptable.

Name of Committee Member	Signature
Sh. Peeyush S Sharma, Chief Engineer (STU), Chairman	
Sh. Rajesh Goyal, Dy Director (F&C), CEA, Member	
Sh. Girish Pantoji, Chief Engineer, SLDC, Member	
Sh. Sandip Patil, Chief Engineer (PP), MSEDCL, Member	
Sh. Anil Nagendra Kalekar, CGM (F&A) , MSEDCL, Member	
Sh. Sanjay Nayak, CGM (PFCCL) ,Member	

EXHIBIT - O

F. No. 24-9/4/2024-PFC (MoP)
Government of India
Ministry of Power
*****

Shram Shakti Bhawan, Rafi Marg,
New Delhi, Dated: the 28th January, 2026

To

The Chief Executive Officer,
PFCCL, First Floor
Urjanidhi, 1, Barakhamba Lane,
New Delhi-110003

Subject: Approval of the Government for transfer of shares held by PFCCL in various SPVs, incorporated for development of inter-State/ intra-State transmission systems, to respective successful bidders- reg.

Ref: (i) PFCCL's letter No. 04/25-26/ITP-109/RFP dated 13.01.2026
(ii) PFCCL's letter No. 04/25-26/ITP-105/RFP dated 13.01.2026
(iii) PFCCL's letter No. 04/25-26/ITP-100/RFP dated 13.01.2026
(iv) PFCCL's letter No. 04/25-26/ITP-101/RFP dated 13.01.2026
(v) PFCCL's letter No. 04/25-26/ITP-106/RFP dated 13.01.2026

Sir,

I am directed to refer to PFCCL's letters under reference (i) to (v) above, on the subject cited above and to convey the approval of the Competent Authority for divesting the shareholding of PFCCL and its nominee in following Special Purpose Vehicles (SPVs), incorporated for carrying out bidding of various inter-State/intra-State transmission projects under Tariff Based Competitive Bidding (TBCB) mode, to the respective successful bidders, as indicated in below table, with a view to facilitate transfer of the SPVs to the successful bidders, as required under Ministry of Heavy Industries, Department of Public Enterprises O.M. No. 22(1)/2009-GM dated 04.02.2010:

Sl. No.	Name of the Project	Name of the SPV	Successful Bidder
1	Inter- Regional Strengthening Between SR Grid and ER Grid	SR and ER Power Transmission Limited	Power Grid Corporation of India Limited
2	Transmission system for evacuation of power from RE projects in Morena SEZ in Madhya Pradesh- Phase I (2500 MW)	Morena I SEZ Transmission Limited	Enerica Infra 1 Private Limited

3	Network expansion scheme in Maharashtra for removal of transmission constrains in Pune region- I (765/400 kV Pune East)	NES Pune East New Transmission Limited	Power Grid Corporation of India Limited
4	Network expansion scheme in Maharashtra for evacuation of RE power from Dharashiv, Beed district	NES Dharashiv Transmission Limited	Montecarlo Limited
5	Establishment of 400/220 kV AIS Saswad (Dist. Pune)	Saswad Transmission Limited	Maharashtra State Electricity Transmission Company Limited

Yours faithfully

20/11/26

(Nidhi Juneja)
Under Secretary to the Govt. of India
Email: juneja.n13@nic.in/
sopfcrec-mop@gov.in
Tele: 011-23711302

Copy for information to:

i. CMD, PFC Limited, New Delhi.
ii. US (Trans):- With the request that Transmission Wing may write to concerned States, informing about the project, for extending all possible help in assessment of compensation to be paid to landowners and also expediting forest clearance, if involved in the project.
iii. PPS to Secretary (Power)/JS (Dist.)/Dir (Dist), Ministry of Power.

EXHIBIT - P

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 04/25-26/ITP-101/RFP

February 11, 2026

To
Mr. Anoop Vijayavargiya,
Assistant General Manager – BD & Tendering,
Montecarlo Limited,
Montecarlo House, Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058,
Gujarat, India

E-mail: bd@mclindia.com

Sub: Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"- Letter of Intent

Ref: (i) RfP document issued for the Transmission Project on 30.05.2025.
(ii) RfP (Technical and Financial) bid submitted by Montecarlo Ltd on 04.11.2025 and e-RA held on 25.11.2025.

Sir,

We refer to:

1. The Request for Proposal document dated 30.05.2025 issued to **'Montecarlo Limited'** as regards participation in the international competitive bidding process for Transmission Scheme for **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"**, and as amended till the bid deadline including all correspondence/ clarifications / amendments exchanged between **'Montecarlo Limited'** and PFC Consulting Limited in regard thereto (hereinafter collectively referred to as the **"Final RFP"**);
2. The offer of **'Montecarlo Limited'** by way of a Technical Bid pursuant to (1) above submitted on 04.11.2025 in response to the Final RFP.
3. The offer of **'Montecarlo Limited'** by way of Financial Bid-Initial Offer submitted on 04.11.2025 in response to the Final RFP.
4. The offer of **'Montecarlo Limited'** by way of a Financial Bid-Final Offer Submitted during e-Reverse Auction process concluded on 25.11.2025 in response to the Final RFP.
5. The Technical Bid as at S.No. (2) above and the Financial Bid as at S.No. (3) & (4) above, hereinafter collectively referred to as the "Bid".

This is to inform you that the process of evaluating bids received pursuant to the Final RFP, including the Bid, has been concluded. We are pleased to inform you that your proposal and offer received by way of the "Bid" has been accepted and **'Montecarlo Limited'** is hereby declared as the Successful Bidder as per Clause 3.6.1 of the Final RFP for the above project and consequently, this Letter of Intent (hereinafter referred to as the "LoI") is being issued.

This LoI is based on the Final RFP and you are requested to please comply with the following:

a) Acknowledging its issuance and unconditionally accepting its contents and recording "Accepted unconditionally" under the signature of your authorized signatory on each page of the duplicate

copy of this letter attached herewith and returning the same to PFC Consulting Limited within seven (07) days of the date of issuance of LoI. This LoI is issued to you in duplicate.

b) Completion of various activities as stipulated in the Final RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP, within the timelines as prescribed therein.

It may be noted that PFC Consulting Limited has the rights available to them under the Final RFP, including rights under Clause 2.15.5 and Clause 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this LoI are based on the Bid submitted by you as per the Final RFP including the Transmission charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of each transmission element and the Project as agreed by you in your Bid, as per Annexure -21 and Format-1 of Annexure -8 respectively of the Final RFP is annexed herewith as **Schedule-A** and incorporated herein by way of reference.

Yours sincerely,
For PFC Consulting Limited

(Bibhuti Giri)
Dy. General Manager

Enclosures:

- **Schedule A** – Quoted Transmission Charges and the Scheduled COD of each Transmission Element and the Project submitted in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP

Copy to:

1. **Additional Chief Secretary (Energy),** Hongkong Bank Building, 3rd and 4th Floor, Mahatma Gandhi Road, Fort, Mumbai–400001, Maharashtra.

2. **Chairman and Managing Director, Power Finance Corporation Limited**, "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi – 110 001

3. **Secretary, Maharashtra Electricity Regulatory Commission,** World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai-400005

4. **Chief Engineer (State Transmission Utility),** 4th Floor, Prakashganga, Plot No.C-19, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400051

SCHEDULE - A
(Page 1 of 3)

1. **Quoted Transmission Charges as per Annexure-21-Format For Financial Bid**

Quoted Transmission Charges: Rs. 1,445.56 Million **Per Annum**

SCHEDULE – A

2. **Scheduled COD of each transmission Element and the Project as per Format 1 of Annexure-8 of RFP**

Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District

Sl. No.	Name of the Transmission Element	Scheduled COD	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.	**Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x315 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 315 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 Nos • 132 kV Bus Sectionalizer Bay- 1 set **Future space Provisions:** • 220 kV line bay for Solar Generators - 8 Nos. • 132 kV line bay for Solar Generators - 8 Nos.	24 months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)			

SCHEDULE – A

Sl. No.	Name of the Transmission Element	Scheduled COD	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
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)			
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)			
5.	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)			
6.	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (GIS) line bay at 220 kV Paranda (existing) - 2 Nos			
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed) – 2 Nos.			
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)– 2 Nos.			

Note-

Space shall be provided by existing Utility for

i) 400 kV line bay at AIS Pune(East) (Proposed)

ii) 220 kV line bay at AIS Manjarsumba (existing)

iii) 132 kV line bay at AIS Kalamb (Existing)

DSG

MONTECARLO
BORN TO ACHIEVE

Ref: MCL(P)/CO/9000/CLT/2025-2026/3684
Date: 16/02/2026

To,

Dy. General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001
Email: pfccl.itp@pfcindia.com

Sub: Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District" - Acknowledgement and Acceptance of Letter of Intent

Ref:

1. RFP document issued for the Transmission Project on 30.05.2025
2. RFP (Technical and Financial) bid submitted by Montecarlo Ltd on 04.11.2025 and e-RA held on 25.11.2025
3. Your letter Ref No.: 04/25-26/ITP-101/RFP Dated 11.02.2026

Dear Sir,

We hereby acknowledge receipt of the Letter of Intent (LoI) dated February 11, 2026, declaring Montecarlo Limited as the Successful Bidder for the above-mentioned Independent Transmission Project in accordance with Clause 3.6.1 of the Final Request for Proposal (RFP).

We hereby unconditionally accept the issuance and contents of the Letter of Intent, including all terms and conditions stipulated therein.

As per the LoI and Schedule-A annexed thereto, we confirm the following:

- **Quoted Transmission Charges:** Rs. 1,445.56 Million Per Annum as per Annexure 21-Format for Financial Bid
- **Scheduled Commercial Operation Date (COD):** 24 months from the effective date as per Format 1 of Annexure-8 of RFP

We further confirm our commitment to:

1. Complete all activities as stipulated under Clauses 2.15.2, 2.15.3 and 2.15.4 of the Final RFP within the prescribed timelines.
2. Execute the Transmission Service Agreement in accordance with the provisions of the Final RFP.

MONTECARLO LIMITED

We understand that PFC Consulting Limited shall have the rights available under the Final RFP, including rights under Clauses 2.15.5 and 3.6.3 thereof, in case of any failure on our part to comply with the aforementioned conditions.

We look forward to executing this project successfully and contributing to the expansion of transmission infrastructure for renewable energy evacuation in Maharashtra.

Thanking you and assuring you of our best services at all times.

Yours faithfully,

For Montecarlo Limited



Anoop Vijayvargiya
Assistant General Manager - BD & Tendering
Enclosure: Duplicate copy of LOI

Ref. No. 04/25-26/ITP-101/RFP

February 11, 2026

To
Mr. Anoop Vijayavargiya,
Assistant General Manager – BD & Tendering,
Montecarlo Limited,
Montecarlo House, Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058,
Gujarat, India

E-mail: bd@mclindia.com

Sub: Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"- Letter of Intent

Ref: (i) RfP document issued for the Transmission Project on 30.05.2025.
(ii) RfP (Technical and Financial) bid submitted by Montecarlo Ltd on 04.11.2025 and e-RA held on 25.11.2025.

Sir,

We refer to:

1. The Request for Proposal document dated 30.05.2025 issued to **'Montecarlo Limited'** as regards participation in the international competitive bidding process for Transmission Scheme for **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"**, and as amended till the bid deadline including all correspondence/ clarifications / amendments exchanged between **'Montecarlo Limited'** and PFC Consulting Limited in regard thereto (hereinafter collectively referred to as the **"Final RFP"**);
2. The offer of **'Montecarlo Limited'** by way of a Technical Bid pursuant to (1) above submitted on 04.11.2025 in response to the Final RFP.
3. The offer of **'Montecarlo Limited'** by way of Financial Bid-Initial Offer submitted on 04.11.2025 in response to the Final RFP.
4. The offer of **'Montecarlo Limited'** by way of a Financial Bid-Final Offer Submitted during e-Reverse Auction process concluded on 25.11.2025 in response to the Final RFP.
5. The Technical Bid as at S.No. (2) above and the Financial Bid as at S.No. (3) & (4) above, hereinafter collectively referred to as the "Bid".

Accepted unconditionally

This is to inform you that the process of evaluating bids received pursuant to the Final RFP, including the Bid, has been concluded. We are pleased to inform you that your proposal and offer received by way of the "Bid" has been accepted and **'Montecarlo Limited'** is hereby declared as the Successful Bidder as per Clause 3.6.1 of the Final RFP for the above project and consequently, this Letter of Intent (hereinafter referred to as the "LoI") is being issued.

MONTECARLO LIMITED

This LoI is based on the Final RFP and you are requested to please comply with the following:

a) Acknowledging its issuance and unconditionally accepting its contents and recording "Accepted unconditionally" under the signature of your authorized signatory on each page of the duplicate

copy of this letter attached herewith and returning the same to PFC Consulting Limited within seven (07) days of the date of issuance of LoI. This LoI is issued to you in duplicate.

b) Completion of various activities as stipulated in the Final RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP, within the timelines as prescribed therein.

It may be noted that PFC Consulting Limited has the rights available to them under the Final RFP, including rights under Clause 2.15.5 and Clause 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this LoI are based on the Bid submitted by you as per the Final RFP including the Transmission charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of each transmission element and the Project as agreed by you in your Bid, as per Annexure -21 and Format-1 of Annexure -8 respectively of the Final RFP is annexed herewith as **Schedule-A** and incorporated herein by way of reference.

Yours sincerely,
For PFC Consulting Limited

(Bibhuti Giri)
Dy. General Manager

Enclosures:

- **Schedule A** – Quoted Transmission Charges and the Scheduled COD of each Transmission Element and the Project submitted in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP

Copy to:

1. **Additional Chief Secretary (Energy),** Hongkong Bank Building, 3rd and 4th Floor, Mahatma Gandhi Road, Fort, Mumbai–400001, Maharashtra.

2. **Chairman and Managing Director, Power Finance Corporation Limited,** "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi – 110 001

3. **Secretary, Maharashtra Electricity Regulatory Commission,** World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai-400005

4. **Chief Engineer (State Transmission Utility),** 4th Floor, Prakashganga, Plot No.C-19, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400051

Accepted Unconditionally

MONTECARLO LIMITED

SCHEDULE - A
(Page 1 of 3)

1. **Quoted Transmission Charges as per Annexure-21-Format For Financial Bid**

Quoted Transmission Charges: Rs. 1,445.56 Million **Per Annum**

Accepted unconditionally

MONTECARLO LIMITED

SCHEDULE – A

2. **Scheduled COD of each transmission Element and the Project as per Format 1 of Annexure-8 of RFP**

Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District

Sl. No.	Name of the Transmission Element	Scheduled COD	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.	**Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x315 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 315 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 Nos • 132 kV Bus Sectionalizer Bay- 1 set **Future space Provisions:** • 220 kV line bay for Solar Generators - 8 Nos. • 132 kV line bay for Solar Generators - 8 Nos.	24 months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)			

Accepted unconditionally

MONTECARLO LIMITED

DSG

SCHEDULE – A

Sl. No.	Name of the Transmission Element	Scheduled COD	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
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)			
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)			
5.	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)			
6.	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (GIS) line bay at 220 kV Paranda (existing) - 2 Nos			
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed) – 2 Nos.			
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)– 2 Nos.			

Note-

Space shall be provided by existing Utility for

i) 400 kV line bay at AIS Pune(East) (Proposed)

ii) 220 kV line bay at AIS Manjarsumba (existing)

iii) 132 kV line bay at AIS Kalamb (Existing)

Accepted unconditionally

MONTECARLO LIMITED

Bly

EXHIBIT - Q

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 04/25-26/ITP-101/RFP **February 20, 2026**

To
Mr. Anoop Vijayavargiya,
Assistant General Manager – BD& Tendering,
Montecarlo Limited,
Montecarlo House, Sindhu Bhavan Road, Bodakdev
Ahmedabad- 380058, Gujarat, India.

E-mail: bd@mclindia.com

Subject: Independent Transmission Project for "Network Expansion scheme in Maharashtra for Evacaution of RE Power from Dharashiv, Beed District" – Regarding Transfer of SPV.

Dear Sir,
As requested, the following documents/information is furnished herewith for further necessary action at your end:

1. Copy of GoM Notification dated February 12, 2025 appointing PFC Consulting Limited to be the Bid Process Coordinator (BPC).
2. Copy of PFCCL letter No. 05/ITP-101/24-25/RFP dated June 06, 2025 to MERC in regard to intimation of initiation of the Bid Process for the subject transmission scheme along with copies of the advertisement in the Newspapers.
3. Copy of PFCCL letter No. 05/ITP-101/24-25/RFP dated June 06, 2025 to MSTU for uploading RFP notice and RFP documents on the website of GoM.
4. Copy of PFCCL letter no. 05/ 24-25/ITP-101/RFP dated June 03, 2025 to Additional Chief Secretary (Energy) regarding prior approval of the Govt. under section 68(1) of the Electricity Act, 2003.
5. Copy of letter no. 0725/P.No.215 (B)/ Energy- 4 dated August 05, 2025 from GoM regarding prior approval of the Govt. under section 68(1) of the Electricity Act, 2003.
6. Copy of letter no. 01/ITP-101/25-26/RFP/GIB dated July 10, 2025 to Divisional Forests officer, Van Bhawan, Nagar Highway, Karjat, Rehekuri Taluka, Ahmednagar – 414001 regarding Wildlife Clearance.
7. Copy of letter No. 01A/ITP-101/25-26/RFP/Land Acquisition dated June 24, 2025 to the Collector and District Magistrate, Office of District Collector, Solapur Aurangabad Hwy Samarth Nagar, Lakshmi Nagar, Dharashiv (Osmanabad)- 413501 regarding Allotment of Land.
8. Copy of GoM letter dated June 24, 2025 regarding constitution of Bid Evaluation Committee (BEC) for the transmission scheme.
9. Copy of certificate issued by Bid Evaluation Committee dated December 02, 2025.
10. Copy of letter from MoP dated January 28, 2026 for transfer of shares held by PFCCL in "NES DHARASHIV TRANSMISSION LIMITED" to **Montecarlo Limited** (Successful Bidder).

With kind regards,

Yours Sincerely,

(Bibhuti Giri)
Deputy General Manager

Encl.: As above

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 04/25-26/ITP-101/RFP **March 11, 2026**

To
Mr. Anoop Vijayavargiya,
Assistant General Manager – BD & Tendering,
Montecarlo Limited,
Montecarlo House, Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058,
Gujarat, India

E-mail: bd@mclindia.com

Sub: Independent Transmission Project (ITP) "Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District"- Regarding extension of LoI

Sir,

1. This is with reference to Letter of Intent (LoI) issued on 11.02.2026 for establishment of subject transmission scheme. The Clause No. 2.15.2 of the RFP document stipulates that within ten (10) days of the issue of the LoI the selected bidder shall complete all the activities including the acquisition of SPV.

2. As the SPV is being transferred on 12.03.2026, the last date for completion of various activities under Clause No. 2.15.2 of the RFP document is extended from 25.02.2026 (10 days from LoI) to 26.03.2026.

Yours sincerely,
For PFC Consulting Limited

(Bibhuti Giri)
Dy. General Manager

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

NETWORK EXPANSION SCHEME IN MAHARASHTRA FOR EVACUATION OF RE POWER FROM DHARASHIV, BEED DISTRICT

BETWEEN

STATE TRANSMISSION UTILITY, MAHARASHTRA (NODAL AGENCY)

AND

NES DHARASHIV TRANSMISSION LIMITED

MARCH 12, 2026

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	**IN-DL69826056358187Y**
Certificate Issued Date	:	10-Mar-2026 02:14 PM
Account Reference	:	IMPACC (IV)/ dl1012803/ DELHI/ DL-SWD
Unique Doc. Reference	:	SUBIN-DLDL1012803590376912717 86Y
Purchased by	:	NES DHARASHIV TRANSMISSION LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	TRANSMISSION SERVICE AGGREMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MAHARASHTRA STATE TRANSMISSION UTILITY
Second Party	:	NES DHARASHIV TRANSMISSION LIMITED
Stamp Duty Paid By	:	NES DHARASHIV TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

₹500 ₹500 ₹500 ₹500 ₹500

सत्यमेव जयते

₹500

Please write or type below this line IN-DL69826056358187Y

This forms part and parcel of the Transmission Services Agreement signed on the 12th day of March 2026 between the **MAHARASHTRA STATE TRANSMISSION UTILITY (MSTU),** 4th Floor, Prakashganga, Plot No. C – 19, E-Block, Bandra – Kurla Complex, Bandra (East), Mumbai – 400051 and **NES DHARASHIV TRANSMISSION LIMITED,** incorporated under the Companies Act, 2013, having its registered office at 1st Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001.

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

C E (STU) MSETCL

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

10-Mar-2026 02:14 PM 10-Mar-2026 02:14 PM 10-Mar-2026 02:14 PM

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

NETWORK EXPANSION SCHEME IN MAHARASHTRA FOR EVACUATION OF RE POWER FROM DHARASHIV, BEED DISTRICT

BETWEEN

STATE TRANSMISSION UTILITY, MAHARASHTRA

(NODAL AGENCY)

AND

NES DHARASHIV TRANSMISSION LIMITED

MARCH 12, 2026

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

CE (STU) MSETCL

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NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

CE (STU) MSETCL

THIS TRANSMISISON SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the Twelve March of Two Thousand and Twenty Six.

BETWEEN:

The **STATE TRANSMISSION UTILITY, MAHARASHTRA,** 4th Floor, Prakashganga, Plot No.C-19, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 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

NES DHARASHIV TRANSMISSION LIMITED incorporated under the Companies Act, 1956/ Companies Act, 2013 (as the case may be), having its registered office at 1st Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 (herein after referred to as "Transmission Service Provider" or "TSP" or " 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 **NES DHARASHIV TRANSMISSION LIMITED**, 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 has agreed to execute the agreement(s) required, if any, under MERC MYT Regulations within fifteen (15) days from the date of grant of Transmission License from the State Commission.

G) The TSP agrees to the terms and conditions laid down under MERC MYT Regulations, for making available the intra-state Transmission System and charge the Transmission Charges in accordance with the terms and conditions of MERC MYT Regulations.

H) The billing, collection and disbursement of the Transmission Charges by the MSTU to the Licensee shall be governed as per MERC MYT Regulations.

I) 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:

NES DHARASHIV TRANSMISSION LIMITED ★ NEW DELHI

CE (STU) MSETCL

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 –VI to the Maharashtra Electricity Regulatory Commission (Multi Year 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 Maharashtra, responsible for carrying out the process for selection of Bidder who will acquire Transmission Service Provider.

"Bill" shall mean any bill raised by the MSTU on the LTTUs to recover the Transmission Charges pursuant to the MERC MYT Regulations.

"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;

"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 MSTU or CTU 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;

"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 Government under sub-section (1) of Section 162 of the Electricity Act 2003 and also includes Chief Electrical Inspector;

"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 ISTS, 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 Long Term Transmission System Users / 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" shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act;

"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 MERC or tribunal or judicial or quasi-judicial body in India but excluding the CTU, MSTU, TSP and the LTTUs;

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

"Interconnection 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/ MSTU / ISTS Licensee's / LTTU's substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipment's not forming part of the Project;

"Licensee" shall be the TSP under this Agreement, consequent to having been awarded a Transmission License by the MERC 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 Intent" or **"LOI"** shall have the same meaning as in the RFP;

"Long Term Transmission System User" or **"LTTSU"** shall have the meaning as described in Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 as amended from time to time.

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

"MERC MYT Regulations" shall mean Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024, as amended from time to time;

"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;

"**Nodal Agency**" shall mean Maharashtra State Transmission Utility (MSTU), which shall execute and implement the Transmission Service Agreement (TSA);

"Notification" shall mean any notification, issued in the Gazette of India/ Govt of Maharashtra;

"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 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 **"NETWORK EXPANSION SCHEME IN MAHARASHTRA FOR EVACUATION OF RE POWER FROM DHARASHIV, BEED 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 **30.05.2025** 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,
c. Agreement(s) required under MERC MYT Regulations and
d. 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 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 **PFC Consulting Limited (PFCCL)**, **NES DHARASHIV TRANSMISSION LIMITED** and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the **NES DHARASHIV TRANSMISSION LIMITED** for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

"Sharing Regulations" shall mean the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 and as amended from time to time;

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

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

"Maharashtra State Transmission Utility (MSTU)" or "**State Transmission Utility**" 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;

"State Government" shall mean the Government of Maharashtra;

"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 **NES DHARASHIV TRANSMISSION LIMITED,** 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 as per MERC MYT Regulations;

"Transmission License" shall mean the license granted by the MERC 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 and MERC MYT Regulations;

"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 **PFC Consulting Limited** in **NES DHARASHIV TRANSMISSION LIMITED** 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 MSTU or its successors or an agency as decided by the Government of Maharashtra 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 MSTU or its successors or an agency as decided by the Government of Maharashtra 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

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.

2.3.1 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 Intra-State Transmission 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), Articles 16.1, 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 under MERC MYT 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 **NES DHARASHIV TRANSMISSION LIMITED** from **PFC Consulting Limited**, who shall sell to the Selected Bidder, the equity shareholding of **NES DHARASHIV TRANSMISSION LIMITED,** 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 **STATE TRANSMISSION UTILITY,MAHARASHTRA** (being the Nodal Agency) the Contract Performance Guarantee for an amount of **Rs. 27.85 Crore (Rupees Twenty Seven Crore and Eighty-five lakh 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 & 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 & 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 & 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;

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; and

i. To sign the Agreement(s) required, if any, under MERC MYT Regulations.

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 **STATE TRANSMISSION UTILITY,MAHARASHTRA (being the Nodal Agency)**

additional Contract Performance Guarantee of **Rs.2.79 Crore (Rupees Two Crore Seventy-nine Lakh Only)** within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to **STATE TRANSMISSION UTILITY, MAHARASHTRA (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. **STATE TRANSMISSION UTILITY, MAHARASHTRA (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 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. 27.85 Crore (Rupees Twenty Seven Crore and Eighty-five lakh 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 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to 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 in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3.

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

C E (STU) MSETCL

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

h. to comply with Ministry of Power Orders No. P45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024 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. P45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024 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 OM No. F.7/10/2021-PPD (1) 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 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 IEGC/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/MSTU / SLDC 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 substations (Switching Stations or HVDC Terminal or Inverter Stations) in the scope of TSP:

- For Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by 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 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 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 equipment/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 & 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 equipment, 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 equipment, 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 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 the Nodal Agency. However, such intimation by the Independent Engineer and/ or the 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 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 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 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 Inter-Connection Facilities:

6.1.1 The TSP shall give the Maharashtra SLDC/ MSTU/CTU, 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 Maharashtra RLDC/SLDC (as the case may be) or the MSTU/CTU (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.

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per MERC MYT Regulations.

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. 27.85 Crore (Rupees Twenty Seven Crore and Eighty-five lakh 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 Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Triff) Regulations, 2024, 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%.**

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 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 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 concerned LTTUs 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 / Long Term Transmission System User

9.4.1 The Nodal Agency and / or the LTTUs 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 the MERC MYT Regulations, 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.

10.2 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:

The rebate and late payment surcharge shall be governed as per MERC MYT Regulations.

10.4 Disputed Bills, Default in payment by the Long Term Transmission System User & Annual Reconciliation:

Any Disputed Bill, Default in payment by the LTTUs & Annual Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra.

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, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and

ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

b) Non-Natural Force Majeure Events:

i. Direct Non–Natural Force Majeure Events

- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or
- 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

- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or

- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

- 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 **Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024** as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per **Annexure VI to the Maharashtra Regulatory Commission (Multi Year Tariff) Regulations, 2024,** 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:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the Commission, under which the Transmission License for the Project was granted if made applicable by such Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

a) Taxes on corporate income; and

b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

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.

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 Commission as per the provisions of Maharashtra Electricity Regulatory Commission (Transmission License Conditions) 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% 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 for location specific substations, switching stations 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 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 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 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 MERC 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 MERC 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 **Rs.1.86 Crore (Rupees One Crore Eighty-six 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 Maharashtra Electricity Regulatory Commission (Transmission License Conditions) 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 Mumbai.

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.

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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 **NES DHARASHIV TRANSMISSION LIMITED** 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 **NES DHARASHIV TRANSMISSION LIMITED** 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 **NES DHARASHIV TRANSMISSION LIMITED** 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 **NES DHARASHIV TRANSMISSION LIMITED** 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 **NES DHARASHIV TRANSMISSION LIMITED,** then holding of Selected Bidder A in **NES DHARASHIV TRANSMISSION LIMITED** 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 **NES DHARASHIV TRANSMISSION LIMITED,** then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in **NES DHARASHIV TRANSMISSION LIMITED** 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

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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;
- Agreement(s), if any, under MERC MYT Regulations.

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	: Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ahmedabad, Gujarat - 380058
Attention	: Sh. T. Sai Ravi Kiran, (Sr. Vice President-Energy, Project)
Email	: bd@mclindia.com
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) **STATE TRANSMISSION UTILITY,MAHARASHTRA (Nodal Agency)**

Address	: 4th Floor, Prakashganga, Plot No-C-19, E-Block, BKC, Bandra East, Mumbai-400051
Attention	: Sh. Peeyush Sharma
Email	: cestu@mahatransco.in
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) or after the execution of the agreement(s) required under MERC MYT Regulations, 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

T. Sai Ravi Kiran
(Director)
.....
[Signature, Name, Designation and Address]

2. For and on behalf of **STATE TRANSMISSION UTILITY, MAHARASHTRA (Nodal Agency)**

.....
PEEYUSH. S. SHARMA
CHIEF ENGINEER (MSTU), MUMBAI
[Signature, Name, Designation and Address]

WITNESSES:

1. For and on behalf of

: **BPC**

BIBHUTI GIRI, DGM, PFCL
.....
[Signature]

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

2. For and on behalf of

: **Nodal Agency**

.....
[Signature]

Chetan R. Dhawale S.E. TBCB (STU)
.....
[Insert Name, Designation and Address of the Witness]

SCHEDULES

Schedule: 1

Project Description and Scope of Project

A. Description of the Transmission Scheme

As per the Application received from Solar Developers and information received from CTU around 7 GW Solar Generation is expected in Aurangabad and Osmanabad District.
AIS Washi is center point of Patoda, Paranda, Bhoom and Kalamb which are RE enriched zones.
Hence, to evacuate the upcoming RE Generation towards load centers in Pune and Mumbai 400 kV Washi Pooling Substation is planned.

The subject Transmission system was deliberated and approved in the 6th meeting of the Empowered Committee held on 03.01.2025. Govt. of Maharashtra vide Gazette notification dated 12.02.2025 (Copy of Gazette attached) has appointed PFCCL as BPC for implementation of the subject InSTS scheme through TBCB route.

B. Detailed Scope of Work

Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed Districts		
Sl. No.	**Name of the Transmission Element**	**SCOD in months from Effective Date**
1.	**Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x315 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 315 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 Nos • 132 kV Bus Sectionalizer Bay- 1 set <u>Future space Provisions:</u> • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.	24 Months

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Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed Districts		
Sl. No.	**Name of the Transmission Element**	**SCOD in months from Effective Date**
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)	
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)	
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)	
5.	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)	
6.	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (GIS) line bay at 220 kV Paranda (existing) - 2 Nos	
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed) – 2 Nos.	
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)– 2 Nos.	
Note-Space shall be provided by existing Utility for (i) 400 kV line bay at AIS Pune(East) (Proposed) (ii) 220 kV line bay at AIS Manjarsumba (existing) (iii) 132 kV line bay at AIS Kalamb (Existing)		

TECHNICAL SPECIFICATIONS OF TRANSMISSION SYSTEM

A. SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

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.

A.1.0 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:

A.2.0 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.

A.3.0 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

A.4.0 Transmission Service Provider (TSP) shall adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

A.5.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. 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.

A.6.0 Selection of reliability level for design of tower shall be as per CEA Regulation (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

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A.7.0 A) In case of construction of transmission line of Voltage level of 400 kV and above, under crossing of the existing transmission line shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical Inspector with detailed study ensuring that all statutory electrical clearances and Electric Field limit of 10 kV/m at 1 m and 1.8 m from ground level is not violated.

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

C) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

D) For power line crossing of 66 kV 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.

E) For crossing of railway tracks, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.

A.8.0 The relevant conductor configuration shall be as follows: -

Basic Parameters:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
400 kV D/C (Quad Bundled) Transmission Lines	**Moose : Stranding** 54/3.53 Al + 7/3.53 mm-Steel, 31.77 mm Dia 528.5 mm2 Aluminium area Maximum DC Resistance at 20°C (Ω/km): 0.	**Stranding details:** 61/3.55mm, 487.5 mm^2 Aluminium alloy area 28.71 mm diameter Maximum DC Resistance at	**Stranding details:** 61/3.31 mm, 525 mm^2 Aluminium alloy area 29.79 mm diameter Maximum DC Resistance at 20°C (Ω/km):	457 mm

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
	0.05552 Minimum UTS: 161.20 kN	20°C (Ω/km): 0. 0.05506 Minimum UTS: 159.80 kN	0.0566 Minimum UTS: 124.70 kN	
220 kV D/C Transmission Lines	**0.4 Zebra** Stranding : 54/3.18 mm+ 7/3.18 Steel, Overall diameter of conductor :28.62 mm Overall cross sectional area of conductor: 484.5 mm2 Approximate weight of conductor in kg/km : 1621 Minimum braking strength of conductor in kN : 130.32 Current carrying capacity of single conductor at 75° C & at 40°C ambient Temperature. : 740 A DC Resistance at 20°C (Ω/km): 0.06868 (maximum)			
132 kV D/C Transmission Line	**0.2 Panther** Stranding : 30/3.00 mm+ 7/3.00 Steel, Overall diameter of conductor :21 mm Overall cross sectional area of conductor: 261.5 mm2 Approximate weight of conductor in kg/km : 974 Minimum braking strength of conductor in kN : 89.67 Current carrying capacity of single conductor at 75°C & at 40° C ambient Temperature. : 440 A DC Resistance at 20°C in Ω/km : 0.1390 (maximum)			

Note:

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

A.9.0 The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400 kV lines shall not be less than 8 m.

The required phase to phase spacing and horizontal spacing for 220kV line shall be governed by the tower design as well as minimum live metal clearances for 220kV voltage level under different insulator swing angles. However, the phase to phase spacing for 220kV D/C line shall not be less than 5.0 m

A.10.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered.

I. Minimum live metal clearances for 400 kV line:

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

b) Under Swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (22º)	3.05 m
b) Swing angle (44º)	1.86 m

c) Minimum ground clearance for 400 kV line: 8.84 m

d) Minimum mid span separation between earth wire and conductor for 400 kV line: 9.0 m

II. Minimum live metal clearances for 220 kV line:

a) Under stationary conditions: From tower body: 2.13m

b) Under swing conditions:

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15)°	1.98 mtrs
b) Swing angle (30)°	1.83 mtrs
c) Swing angle (45)°	1.675 mtrs

c) Minimum ground clearance: 7.015 m

d) Minimum mid span separation between earth-wire and conductor: 8.5 m

e) However, the phase spacing for 220 kV D/C Line shall be not less than 5.0 m.

Further, shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.

III. Minimum live metal clearances for 132 kV line:

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

b) Under swing conditions:

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

c) Minimum ground clearance: 6.1 m

d) Minimum mid span separation between earthwire and conductor: 6.1 m

e) However, the phase spacing for 132kV D/C Line shall be not less than 4.0 m.

Further, Shielding angle shall not exceed 30 deg for 220 kV D/C lines and 132 kV D/C lines.

A.11.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.

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A.12.0 In case of 400 kV and above 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 Stranded Steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.

In case of 132/ 220 kV voltage class transmission lines support towers with single peak, only one OPGW has to be installed.

A.13.0 Each tower shall be earthed such that tower footing impedance 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 km distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.

A.14.0 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 and 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.

A.15.0 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, shall be provided on the line. In order to optimize the route, use of GATISHAKTI platform shall also be made.

A.16.0 Wherever, transmission lines are passing through cyclone prone areas i.e., areas up to 60 km from coast following shall also be applicable:

a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction, which also includes open sea coasts, open stretch of water, desert and flat treeless plains.

b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.

c) The number of consecutive spans between the section points/ angle point shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.17.0 Wherever, transmission lines 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

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of 900 g/m^2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm 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/m^3.

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/m^2 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.

A.18.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and 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).

A.19.0 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 level, 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 STU and BPC by the TSP.

A.20.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI

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projects and other projects.

A.21.0 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

B. SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220/132 kV AIS Washi shall be AIS 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.

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

B.1.0 Salient features of Substation Equipment and Facilities

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

B.1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl. No.	Description of parameters	400/220/132 kV AIS Washi		
		400 kV System	220 kV ystem	132 kV system
1.	System operating voltage	400 kV	220 kV	132 KV
2.	Maximum voltage of the system (rms)	420 kV	245 kV	145KV
3.	Rated frequency	50 Hz	50 Hz	50 Hz
4.	No. of phases	3	3	3
5.	Rated Insulation levels			
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.) - for Equipment other than Transformer and reactor - for Insulator String	1425 kVp 1550 kVp	1050 kVp 1050 kVp	650 kVp 650 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp	-	-
iii)	One minute power frequency dry withstand voltage (rms)	630 kV	-	-
iv)	One minute power frequency dry and wet withstand voltage (rms)	-	-	-
6.	Corona extinction voltage	320 kV	156KV rms	105 KV rms

Sl. No.	Description of parameters	400/220/132 kV AIS Washi		
		400 kV System	220 kV ystem	132 kV system
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volts at 266 kV rms	1000 micro-volts at 156 kV rms	1000 micro-volts at 266 kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)	4495mm (31 mm/kV)
9.	Minimum creepage distance for switchyard equipment	10500 mm (25 mm/kV)	6125 mm (25 mm/kV)	3625mm (25 mm/kV)
10.	Max. fault current	63 kA	50 kA	40KA
11.	Duration of fault	1 sec	1 Sec	1 sec

B.1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400 kV	220 kV	132 kV s
400/220/132kV AIS Washi	One and Half breaker	Double Main and Transfer	Single Main and Transfer

Notes: -

i) *For one and half breaker switching scheme, any double circuit line consisting of two numbers feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.*

ii) *Two transformers of same HV rating shall not be connected in the same diameter and similarly two bus reactors of same HV rating shall also not be connected in the same diameter.*

iii) *A diameter in one and half breaker scheme is a set of 3 circuit breakers with associated isolators, earth switches, current transformers etc. for controlling of 2 numbers feeders.*

iv) *400 kV line bays shall be constructed such that space provision is kept for future switchable line reactors as per the site requirement.*

v) *TSP shall plan connectivity of lines and transformers to bus bar in such a way that all power can be evacuated successfully without crossing the thermal limit at any point.*

vi) *400 kV line bays shall be such that provision is kept for future switchable line reactors as per the site requirement.*

vii) ***400/220/132 kV AIS Washi** :*

400 kV bay configurations (one and half breaker scheme) shall be as follows:

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Configuration	Numbers
a) ICT- Tie- Line	*2 (two)*
b) 400 kV Bus Reactor – Tie – Future Space	*1 (one)*
*c) ICT- Tie- Future Space **	*2 (two)*

220 kV bay configurations (double main & Transfer scheme) shall be as follows:

Configuration	Number of Bays (Double Main & transfer System)
Main Bus-I	
a) 220 kV ICT Bay	1 (One)
b) 220 kV line bays	2 (Two)
c) 220 kV Future Line Bays (Generators)	4 (Four)
Main Bus-II	
d) 220 kV ICT Bay	1 (One)
e) 220 kV line bays	2 (Two)
f) 220 kV Future Line Bays (Generators)	4 (Four)

132 kV bay configurations (Single main and Transfer bus scheme) shall be as follows:

Configuration	Number of Bays (Single main and Transfer System)
Bus Section -I	
a) 132 kV ICT Bay	1 (One)
b) 132 kV line bays	1 (One)
c) 132 kV Future Line Bays (Generators)	4 (Four)
Bus Section -II	
d) 132 kV ICT Bay	1 (One)
e) 132 kV line bays	1 (One)
f) 132 kV Future Line Bays (Generators)	4 (Four)

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

Sl. No	Description of bay	400/220/132 kV AIS Washi		
		400 kV	220 kV	132 KV
1.	Bus Bar	4000 A	3000 A	3000 A
2.	Line bay	3150 A	1600 A	1250 A
3.	ICT bay	3150 A	1600 A	2000 A
4.	Bus Reactor Bay	2000A	N/A	N/A
5.	Bus Coupler Bay	N/A	3000 A	N/A

Sl. No	Description of bay	400/220/132 kV AIS Washi		
		400 kV	220 kV	132 KV
6.	Transfer Bus coupler bay	N/A	1600 A	N/A

B.2.1 Power Transformers

B.2.1.1 Autotransformer

500MVA, 400/220 kV 3-Phase Auto Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

B.2.2 Shunt Reactors

B.2.2.1 400kV 3 – Phase Shunt Reactor

125 MVAR, 400 kV, 3 – Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above voltage class)" as amended up to date available on CEA website.

B.2.3 400 kV, 220 kV and 132kV AIS Substation equipment (as applicable)

B.2.3.1 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 (as per IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 40 ms for 400kV circuit breakers and 60 ms for 220kV & 132kV circuit breakers. 400kV and 220kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400kV lines wherever required shall be provided with pre insertion closing resistor of about 450 ohms maximum with 8 milliseconds minimum insertion time for lines longer than 200km. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. 400kV Circuit Breaker shall be equipped with controlled switching device for controlling of transformer and shunt reactor. The controlled switching device shall be provided in 400kV Circuit breakers of switchable line reactor bay and in Main & Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and ICTs.

B.2.3.2 Isolators (AIS)

The isolators shall comply with IEC 62271-102 in general. 400 kV and 220 kV isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth

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switches shall be provided at various locations to facilitate maintenance. Isolator rated for 400 kV,220 kV,132 KV shall be of extended mechanical endurance class - M2 as per IEC-62271-102. Isolator rated for 220 kV shall be suitable for bus transfer current switching duty as per IEC-62271-102. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400 kV , 220 Kv,132 KV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 400 kV shall have six cores (four for protection and two for metering) and 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.3.4 Capacitive Voltage Transformers (AIS)

Capacitive Voltage Transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. The accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive Voltage Transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400 kV and 220 kV shall be of 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirementof metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.3.5 Surge Arresters (AIS)

336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type Surge Arresters with thermal energy (W_{th}) of minimum 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 400 kV and 220 kV systems respectively. Other characteristics of Surge Arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances near Transformers and Reactors so as to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

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B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors 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-II) communication interface. All numerical relays shall have built in disturbance recording feature. The auto transformer protection should be provided with two no. differential relays of different make &algorithm.

The protection circuits and relays of transformer and reactor 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.

i) Transmission Lines Protection

400kV and 220kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 400 kV and 220 kV lines shall also have MAIN-II numerical distance protection scheme like Main-I but from different make that of MAIN-I. 132kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 132 kV lines shall also have independent back up over current & earth fault protection. 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) having Fibre Optic communication link for which line differential relay have to be arrange by Transmission Service Provider (TSP) for remote end also. In case of loop 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-I and Main-II protection relays of same make may be provided only if they are of different 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. All 400kV lines shall also be provided with two stages over voltage protection. Further, all 400kV & 220kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. 132kV lines should not have auto-reclosing facility. 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-built feature of Main-I & Main-II protection relays. Auto reclose as built in function of Bay Control Unit (BCU) is also acceptable.

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The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels. For 400kV, 220kV and 132kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

ii) Auto Transformer Protection

These shall have the following protections:

a) Numerical Differential Protection

(400/220 KV and 220/132 KV ICTs 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.)

b) Numerical Restricted Earth Fault Protection
c) Numerical Back-up Directional Over-Current and Earth Fault Protection on High Voltage (HV) and Intermediate Voltage (IV) side
d) Numerical Over Fluxing Protection on HV and IV side
e) Numerical Overload Alarm

Further, numerical back-up over-current and earth fault protection on HV and IV side of autotransformer 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 Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

iii) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

a) Numerical Differential Protection.
b) Numerical Restricted Earth Fault Protection
c) Numerical Back-up Impedance Protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge

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(MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

iv) Bus Bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV, 220 and 132 kV buses. Duplicated bus bar protection is envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporates the necessary features required for ensuring security.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

In case the bus section is provided, then each side of bus section shall have separate set of bus-bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

v) Local Breaker Back-up Protection

This shall be provided for each 400 kV , 220kV and 132 kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

a) LBB and REF relays shall be provided separately from transformer differential relay.

b) LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however, in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).

c) Over fluxing and overload protection can be provided as built-in feature of differential relay.

d) In 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.

B.2.5 Substation Automation System

i) For all the new substations, state of art Substation Automation System (SAS) conforming

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to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation System, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 400kV, 220kV & 132 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room.

The functions of control, annunciation, disturbance recording, event logging 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.

Necessary gateway and modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement and shall be provisioned with 2+2 redundancy 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 avoid any 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 RLDCs. Any augmentation work at RLDC/SLDC is excluded from TSP's scope. However, all the configuration work at substation end required to send data to RLDC/SLDC shall be in the scope of TSP.

ii) Time Synchronization Equipment

Time synchronization equipment complete in all respects 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.

B.3.0 Substation Support Facilities

Certain facilities required for the operation and maintenance of substations as described

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below shall be provided at the new substation. In existing substation, these facilities have already been provided and will be extended/ augmented as per requirement.

B.3.1 AC and DC power supplies

For catering the requirements of three phase and single phase AC supply and DC supply for various substation equipment (for present and future scope), the following arrangement is envisaged:-

For LT Supply at each new Substation, two (2) Nos. of auxiliary Transformers (minimum 630 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of Transformer for drawing auxiliary supply at new substation.Such SEMs shall be provided by CTU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of Transformer by local SEB/DISCOM for energy accounting.

i) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger.

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. Two (2) sets of 48 V battery banks for PLCC and communication equipment for present and future scope shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required. 48 V DC can be achieved from 220 V DC battery bank using adapter, if so desired by TSP, without compromising backup time.

ii) Suitable AC and DC distribution boards and associated LT Switchgear shall be provided at new substation.

For new substation, following switch boards 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) 415 V Main Switch board – 1 No.
b) AC distribution board – 1 No.
c) Main lighting distribution board – 1 No.

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d) Emergency lighting distribution board – 1 No.

e) 220 Volt DC distribution board – 2 Nos.

f) 48 Volt DC distribution board – 2 Nos.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have equipped modules for all the feeders (including future as specified).

iii) At new Substation, one No. of DG set (minimum 250 kVA for substations withhighest voltage rating as 400 kV) shall be provided for emergency applications.

iv) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including Transformer and Reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amended from time to time.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of the firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

At existing substations, the fire-fighting systems as available shall be extended to meet the additional requirements.

B.3.3 Oil Evacuating, Filtering, Testing and Filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactorsand for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Technical Specification of CEA on transformers.

B.3.4 Illumination

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

The lighting of the entire control room building, fire-fighting pump house, other building

(if any) and switchyard shall be done by LED based low power consumption luminaries.

B.3.5 Control Room

For the new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per 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 the control room forall the future bays.

At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

B.3.6 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

B.3.7 Visual Monitoring System (VMS) for watch and ward of substation premises:

Visual Monitoring System for effective watch and ward of substation premises shall coverall the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT,CVT, SA etc. as applicable), panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic

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compatibilityrequirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4.0 General Facilities

a) Line Gantry/Towers are envisaged for bays under the present scope only. However, for the adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines and Twin conductor for 220 kV future lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirements/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2. However, for coastal/creek regions it shall be at least 900 g/m^2 (if applicable).

e) In 400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future bay shall be designed considering the current rating of line bay i.e. 3150 A.

f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of the complete substation area including future switchyard area to prevent encroachment and unauthorized access. The minimum height of the boundary wall shall be of 1.8 m from Finished Ground Level (FGL).

g) All electrical equipment shall be installed above the Highest Flood Level (HFL) and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

h) As per CEA Manual on Transmissions Planning criteria 2023, Line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

C. SPECIFIC TECHNICAL REQUIREMENT 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, and CEA (Cyber Security in Power Sector) Guidelines, 2021, all above documents as amended from time to time.

The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele-protection in addition to one channel for speech plus data for each direction.

The communication services viz. SCADA, AGC (wherever applicable), VoIP, AMR and PMU have been identified as critical services and therefore shall be provisioned with 2+2 redundancy 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 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 RLDCs

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 byS TU/ CTU from time to time.

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

C.1.0 Establishment of 400/220/132 kV AIS Washi

(i) TSP shall supply, install and commission 3 No. FODP (96F or higher) and 1 No. FODP (48F or higher) along with panel and approach Cable (48F each), Joint Box etc. with all associated hardware fittings from gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.

(ii) TSP shall supply, install and commission One or more STM-16 (FOTE) equipment along with panel/s supporting minimum Thirteen (13) directions with MSP (Multiplex Section Protection – 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among 400/220/132 kV AIS Washi, 220 KV line bay The suitable DC Power Supply and backup to be provided for communication equipment.

(iii) FODP and FOTE equipment with panels shall be provided in Control Room of 400/220/132 kV AIS Washi. FOTE and FODP Eq can be accommodated in same panel to optimize space.

(iv) TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification .

(v) The maintenance of all the communication equipment and software thereof including FOTE, FODP, PMU, approach cable, DCPS alongwith Battery Bank and Firewall shall be the responsibility of TSP.

C.2.0 All 400/220/132 kV Transmission Lines

(i) On all 400/220/132 kV Transmission Lines at 400/220/132 kV AIS Washi, TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

(ii) The TSP shall install this OPGW from gantry of 400/220/132 kV AIS Washi up to the Gantry of other end substations with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at end Substations. The transmission line length is 150 kms (approx.), where repeater may not be required to meet the link budget requirement all 400/220/132 kV Transmission Lines at 400/220/132 kV AIS Washi.

(iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.3.0 FOTE requirement at all substations connected at 400/220/132 kV AIS Washi

(i) TSP shall supply, install and commission 1 No. FODP (72F or higher) along with panel and required Approach Cable (48F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

(ii) TSP shall supply, install and commission One STM-16 (FOTE) equipment along with panel/s supporting minimum three (3) directions with MSP (Multiplex Section

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Protection – 1+1) with necessary interfaces to meet the voice and data communication requirement between all 400/220/132 kV Transmission Lines at 400/220/132 kV AIS Washi S/s. The suitable DC Power Supply and backup to be provided for communication equipment.

(iii) If required, 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 control room of all substations connected at 400/220/132 kV AIS Washi which shall be communicating with respective control center. If require, TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc. and optical interfaces/equipment in the existing FOTE/FODP panels in control room for integration with the existing FOTE 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. 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 and FODP can be accommodated in same panel to optimize space.

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

C.4.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install and commission required No. of Phasor Measurement Units (PMUs) at all the locations under the scope 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. 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 RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

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Next Generation Firewall (NGFW)

TSP shall provide 2 NGFW one in Main and another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE and 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 and 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) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.
2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and 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 and 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

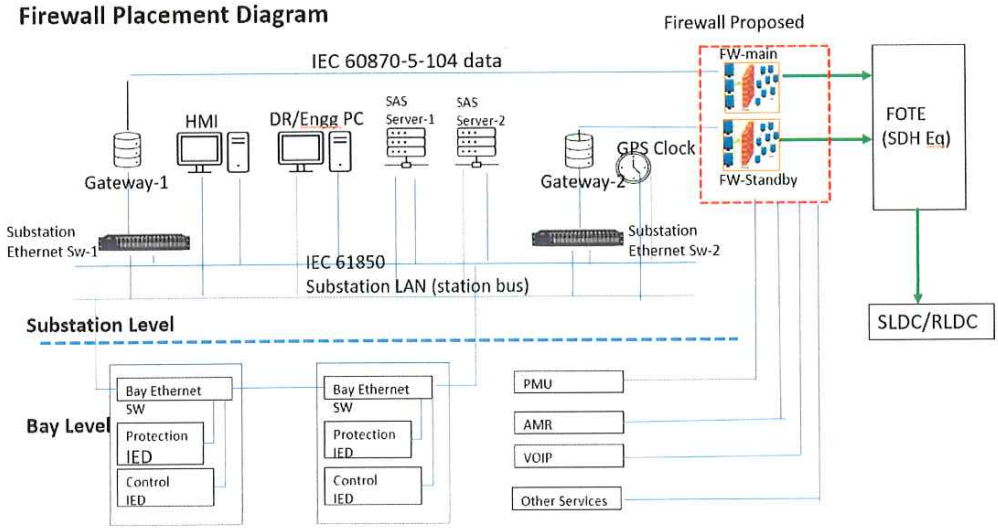
router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as

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.

Figure F.2

Firewall Placement Diagram



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.	Name of the Transmission Element	Scheduled COD	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.	**Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x315 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 315 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 Nos • 132 kV Bus Sectionalizer Bay- 1 set <u>Future space Provisions:</u> • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.	24 months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)			
3.	220 kV D/C Line from 400/220/132 kV AIS Washi			

Sl. No.	Name of the Transmission Element	Scheduled COD	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
	(New) to 220 kV AIS Manjarsumba (existing)			
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)			
5.	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)			
6.	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (GIS) line bay at 220 kV Paranda (existing) - 2 Nos			
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed) – 2 Nos.			
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)– 2 Nos.			

Note-

Space shall be provided by existing Utility for

(i) 400 kV line bay at AIS Pune(East) (Proposed)

(ii) 220 kV line bay at AIS Manjarsumba (existing)

(iii) 132 kV line bay at AIS Kalamb (Existing)

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 Long Term Transmission System User 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 provisions of MERC MYT Regulations.

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 greater than or equal to 98% and less than or equal to 98.5%;
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%and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 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

c. 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. SLDC Fee & Charges

The payment of SLDC fee & charges, in accordance with relevant regulations of MERC, 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. 1,445.56 Million Per Annum

Sl. No.	Name of the Transmission Element	Scheduled COD	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.	**Establishment of Washi SS with 2x500 MVA, 400/220 kV ICT and 2x315 MVA, 400/132 kV ICT with 1x125 MVAR bus Reactor at 400 kV level.** • 400/220 kV, 500 MVA, ICT – 2 Nos. • 400/132 kV, 315 MVA, ICT – 2 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No • 400 kV ICT bays – 4 Nos. • 220 kV ICT bays – 2 Nos. • 132 kV ICT bays – 2 Nos. • 400 kV line bays – 2 Nos. • 220 kV line bays – 4 Nos. • 132 kV line bays – 2 Nos • 400 kV reactor bay– 1 No. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 Nos • 132 kV Bus Sectionalizer Bay- 1 set **Future space Provisions:** • 220 kV line bay for Solar Generators 8 Nos. • 132 kV line bay for Solar Generators 8 Nos.	24 months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400 KV AIS Pune (East)(Proposed)			
3.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing)			

Sl. No.	Name of the Transmission Element	Scheduled COD	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
4.	220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing)			
5.	132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing)			
6.	220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s • 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos • 220 kV (GIS) line bay at 220 kV Paranda (existing) - 2 Nos			
7.	400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi(new) to 765 kV AIS Pune (East)(Proposed) • 400 kV line bay at Pune (East)(Proposed) – 2 Nos.			
8.	132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) • 132 kV line bay at Kalamb (Existing)– 2 Nos.			
Note- Space shall be provided by existing Utility for (i) 400 kV line bay at AIS Pune(East) (Proposed) (ii) 220 kV line bay at AIS Manjarsumba (existing) (iii) 132 kV line bay at AIS Kalamb (Existing)				

Schedule: 6

महाराष्ट्र शासन राजपत्र असाधारण भाग चार-क, ऑगस्ट १९, २०२४/श्रावण २८, शके १९४६

Annexure-VI: Procedure for calculation of Transmission System Availability for a Month

1. Transmission system availability for a calendar month shall be computed by the respective Transmission Licensee, and certified by the MSLDC, separately for each AC and HVDC transmission system. For the purpose of calculation of Transmission System Availability:
   - i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element.
   - ii) Inter-Connecting Transformers (ICTs): Each ICT bank (three single phase transformer together) shall form one element.
   - iii) 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.
   - iv) Bus Reactors/Switchable line reactors: Each Bus Reactors/Switchable line reactors shall be considered as one element.
   - v) HVDC Bi-pole links: Each pole of HVDC link along with associated equipment at both ends shall be considered as one element
   - vi) HVDC back-to-back Station: Each block of HVDC back-to-back Station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back Station) is not available, the HVDC back-to-back Station block shall also be considered as unavailable.

2. The Availability of AC and HVDC portion of Transmission system shall be computed as under:

   % Availability for AC system

$$= \frac{o \times AVo + p \times AVp + q \times AVq + r \times AVr}{o + p + q + r} \times 100$$

   % Availability for HVDC system

$$= \frac{s \times AVs + t \times AVt}{s + t} \times 100$$

   Where

   o = Total number of AC lines;

AVo = Availability of o number of AC lines;

p = Total number of bus reactors/switchable line reactors;

AVp = Availability of p number of bus reactors/switchable line reactors;

q = Total number of ICTs;

AVq = Availability of q number of ICTs;

r = Total number of SVCs;

AVr = Availability of r number of SVCs;

s = Total number of HVDC poles;

AVs = Availability of s number of HVDC poles;

t = Total number of HVDC back-to-back Station blocks;

AVt = Availability of t number of HVDC back-to-back Station blocks.

3. The weightage factor for each category of transmission element shall be as under:

(a) For each circuit of AC line – Surge Impedance Loading (SIL) for Uncompensated line multiplied by ckt-km.

SIL rating for various voltage levels and conductor configurations is given in Appendix-I. However, for the voltage levels and/or conductor configurations not listed in Appendix-I, appropriate SIL based on technical considerations may be used for availability calculation under intimation to long-term transmission customers/DICs.

For compensated AC line, SIL shall be as certified by the Maharashtra State Power Committee (MSPC) Secretariat considering the compensation on the line

For shunt compensated line, the reduced value of SIL shall be taken in accordance with the location of the reactor. Similarly, in case of the lines with series compensation, the higher SIL shall be taken as per the percentage of compensation.

(b) For each HVDC pole- The rated MW capacity x ckt-km

(c) For each ICT bank – The rated MVA capacity

(d) For SVC- The rated MVAR capacity (inductive and capacitive)

(e) For Bus Reactor/switchable line reactors – The rated MVAR capacity.

(f) For HVDC back-to-back Station connecting two Regional grids- Rated MW capacity of each block.

4. The availability for each category of transmission element shall be computed 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 Appendix-II.

5. The transmission elements under outage due to following reasons shall be deemed to be available:
   i. Shut down availed for maintenance or construction of elements of another transmission scheme. If the other transmission scheme belongs to the Transmission Licensee, the MSLDC may restrict the deemed availability period to that considered reasonable for the work involved.
   ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of MSLDC.

6. Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration:
   i. Outage of elements due to acts of God and force majeure events beyond the control of the Transmission Licensee. However, onus of satisfying the MSLDC that element outage was due to aforesaid events and not due to design failure shall rest with the Transmission Licensee. A reasonable restoration time for the element shall be considered and any additional time taken by the Transmission Licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the Transmission Licensee. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.
   ii. 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, and tripping of lines, ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration.

Appendix-II

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

$$AV_o\text{(Availability of } o \text{ no. of AC lines)} = \sum_{i=1}^{o} \frac{Wi(Ti - T_{NAi})}{Ti} \Big/ \sum_{i=1}^{o} Wi$$

$$AV_s\text{(Availability of s no. of HVDC pole)} = \sum_{j=1}^{s} \frac{Wj(Tj - TNAj)}{Tj} \Big/ \sum_{j=1}^{s} Wj$$

$$AV_q\text{(Availability of } q \text{ no. of ICTs)} = \sum_{K=1}^{q} \frac{Wk(Tk - T_{NAk})}{Tk} \Big/ \sum_{k=1}^{q} Wk$$

$$AV_r\text{(Availability of r no. of SVCs)} = \left[\sum_{l=1}^{r} \frac{0.5 W_l (T_l - T_{NAl})}{T_l} + \sum_{l=1}^{r} \frac{0.5\, W_{Cl}(T_{Cl} - AC_l)}{T_{Cl}} \right] \Big/ \left[\sum_{l=1}^{r} 0.5 W_l + \sum_{l=1}^{r} 0.5\, W_{Cl} \right]$$

$$AVp\text{(Availability of } p \text{ no. of Switched Bus reactors)} = \sum_{m=1}^{p} \frac{Wm(Tm - T_{NAm})}{Tm} \Big/ \sum_{m=1}^{p} Wm$$

$$AVt\text{ (Availability of t no. of HVDC Back-to-back Blocks)} = \sum_{n=1}^{t} \frac{Wn(Tn - T_{NAn})}{Tn} \Big/ \sum_{n=1}^{t} Wn$$

Where Wi = Weightage factor for i^{th} transmission line

Wj = Weightage factor for j^{th} HVDC pole

W*k*	=	Weightage factor for k^{th} ICT
W*l*&W*cl*	=	Weightage factors for inductive & capacitive operation of l^{th} SVC
Wm	=	Weightage factor for m^{th} bus reactor
Wn	=	Weightage factor for n^{th} HVDC back to back block.

T*i*, T*j*, T*k*, T*l*, T*cl*, = T*m*&T*n*	The total hours of i^{th} AC line,j^{th} HVDC pole, k^{th} ICT, l^{th} SVC (Inductive Operation), l^{th} SVC (Capacitive Operation),m^{th} Switched Bus Reactor &n^{th} HVDC back-to-back block during the period under consideration (excluding time period for outages not attributable to Transmission Licensee for reasons given in Para 6 of the procedure)
T_{NAi} ,T_{NAj} , T_{NAk} = T_{NAcl}, T_{NAm},	The non-availability hours (excluding the time period for T_{NAil}, outages not attributable to transmission Licensee taken as T_{NAn}, deemed availability as per Para 5 of the procedure) for i^{th} AC line, , j^{th} HVDC pole, k^{th} ICT, l^{th} SVC (Inductive Operation), l^{th} SVC (Capacitive Operation), m^{th} Switched Bus Reactor and n^{th} HVDC back-to-back block.

Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

NES DHARASHIV TRANSMISSION LIMITED

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 ..... [**NES DHARASHIV TRANSMISSION LIMITED** 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 12.03.2026and the other RFP Project Documents and the Nodal Agency and the PFC Consulting Limited, 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 **[NES DHARASHIV TRANSMISSION LIMITED]** or the Selected Bidder, as the case may be, to make any claim against or any demand on **[NES DHARASHIV TRANSMISSION LIMITED]** or the Selected Bidder, as the case may be, or to give any notice to **[NES DHARASHIV TRANSMISSION LIMITED]** 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 **[NES DHARASHIV TRANSMISSION LIMITED]** 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

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 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 Long 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.

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

C.E.(STU) MSETCL

SCHEDULE 8B

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. ..... [NES DHARASHIV TRANSMISSION LIMITED 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 /Maharashtra State Transmission Utility (MSTU), 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.

....., [NES DHARASHIV TRANSMISSION LIMITED 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 MSTU 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.....[NES DHARASHIV TRANSMISSION LIMITED 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. ..... [NES DHARASHIV TRANSMISSION LIMITED 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. [NES DHARASHIV TRANSMISSION LIMITED 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

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

CE (STU) MSETCL

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 CERC, applicable on the Bid Deadline

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.

EXHIBIT - T

MONTECARLO
BORN TO ACHIEVE

Ref: MCL(P)/CO/9000/CLT/2025-2026/3985 **Date: 11.03.2026**

To,

Dy. General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001
Email: pfccl.itp@pfcindia.com

Sub: Independent Transmission Project "Network Expansion Scheme in Maharashtra for Evacuation of RE Power from Dharashiv & Beed District" - **Submission of Contract Performance Guarantee.**

Ref:

1. RFP document issued for the Transmission Project on 30.05.2025
2. RFP (Technical and Financial) bid submitted by Montecarlo Ltd on 04.11.2025 and e-RA held on 25.11.2025
3. Your letter Ref No.: 04/25-26/ITP-101/RFP Dated 11.02.2026
4. Your letter Ref No.: 04/25-26/ITP-101/RFP Dated 13.02.2026
5. Our LOI Acceptance No.: MCL(P)/CO/9000/CLT/2025-2026/3684 Dated 16.02.2026
6. Our letter Ref No.: MCL(P)/CO/9000/CLT/2025-2026/3685 Dated 16.02.2026
7. Your letter Ref No.: 04/25-26/ITP-101/RFP Dated 17.02.2026
8. Our letter Ref No.: MCL(P)/CO/9000/CLT/2025-2026/3856 Dated 20.02.2026
9. Your letter Ref No.: 04/25-26/ITP-101/RFP Dated 20.02.2026
10. Our letter Ref No.: MCL(P)/CO/9000/CLT/2025-2026/3984 Dated 11.03.2026

Dear Sir,

With reference to the above subject matter, we hereby submitting the Contract Performance Guarantee (CPBG) as per the Article 3 of TSA. The details of Bank Guarantee are tabulated below:

B.G. No.	Issued on	Valid up to	Claim up to	Amount (INR)	Issuing Bank
260375IBGP00086	10.03.2026	11.06.2028	11.06.2029	27,85,00,000/-	IDBI Bank Ltd

MONTECARLO LIMITED

+91 79 71999300 / 301
mclindia.com
mail@mclindia.com
Montecarlo Limited
Montecarlo House :
Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058, Gujarat, India.
CIN : U40300GJ1995PLC025082

Please note that original copy of Contract Performance Guarantee (CPBG) will be submitted on SPV acquisition day i.e.12.03.2026.

You are kindly requested to acknowledge receipt of the same at your earliest convenience.

Thanking you and assuring you of our best services always.

Yours faithfully,

For, Montecarlo Limited

MONTECARLO LIMITED

Anoop Vijayargiya
Assistant General Manager - BD & Tendering

Enclosure: Original Contract Performance Guarantee

Copy to:

Chief Engineer (State Transmission Utility), 4th Floor, Prakashganga, Plot no.-C-19, E Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400051

IDBI BANK

Branch:-OFF C. G. ROAD , IDBI BANK LAL BANGLOW, AHMEDABAD AHMEDABAD-SCBC 380006

To
MAHARASHTRA STATE TRANSMISSION UTILITY,
4TH FLOOR, PRAKASHGANGA,
PLOT NO.C-19, E-BLOCK, BANDRA-KURLA COMPLEX,
BANDRA (E), MUMBAI
MUMBAI MAHARASHTRA 400051
INDIA

Dear Sir/Madam,

Bank Guarantee No: 260375IBGP00086
Amount INR 278500000.00
Guarantee Cover From 10-03-2026 To 11-06-2028
Last date for Lodgement of Claim 11-06-2029
This deed of guarantee executed by IDBI Bank Ltd., a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulation Act. 1949 , having its Registered Office and Head Office at IDBI Tower, WTC Complex, Cuffe parade , Mumbai 400005 , and among other places a branch at OFF C. G. ROAD , IDBI BANK LAL BANGLOW, AHMEDABAD AHMEDABAD-SCBC 380006 (Hereinafter referred to as ''the Bank'') in favour of
MAHARASHTRA STATE TRANSMISSION,UTILITY, 4TH FLOOR, PRAKASHGANGA,,PLOT NO.C-19, E-BLOCK, BANDRA-KURLA,COMPLEX, BANDRA (E), MUMBAI,MUMBAI,MAHARASHTRA 400051,INDIA
(hereinafter referred to as ''the Beneficiary/_____'')
for an amount not exceeding INR 278500000.00
(INR Twenty Seven Crore Eighty Five Lakh only)
at the request of MONTECARLO LIMITED
(Hereinafter referred to as ''the Contractor(s)/_____'')
This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to maximum of INR 278500000.00
(INR Twenty Seven Crore Eighty Five Lakh only)
and the Guarantee shall remain in full force up to 11-06-2028 (expiry date) and can not be invoked otherwise than by a written demand under this Guarantee served on the Bank on or before the 11-06-2029 (last claim date)
The beneficiary in its own interest is advised to seek a confirmation of the issuance of this Guarantee from the controlling office/Head Office.
Bank Guarantee confirmation may be obtained online or through post or through email , as under:

a) Login to https://bgcon.idbibank.co.in (faster mode) or, alternatively
b) By sending letter over post to the below address:
IDBI Bank Limited,
Centralised Swift Cell,
IDBI Building, Plot No. 39-41, Ground Floor
Sector 11, CBD Belapur,
Navi Mumbai Pin: 400614
c) By sending mail to bgcon.tfho@idbi.co.in

This Guarantee consists of 8 pages including this page.

Authorised Signatory

Authorised Signatory

कनिष्क वर्धन / KANISHK VARDHAN
प्रबंधक / MANAGER
ईआई एन : १२२६८१ / EIN : 122681

अहमदाबाद AHMEDABAD LCB IDBI BANK LTD.

रणजीत कुमारकार्था / RANJIT KUMAR KARTHA
सहायक महाप्रबंधक / ASSISTANT GENERAL MANAGER
ईआई एन : १०४६८२ / EIN : 104682

Bank Guarantee No: 260375IBGP00086 **B.G Issue Date: 10-03-2026**

B.G. No.: 260375IBGP00086
B.G. ISSUE DT: 10-03-2026
B.G. AMOUNT: INR 27,85,00,000/-
B.G. EXPIRY DT: 11-06-2028
B.G. CLAIM DT: 11-06-2029

To,
MAHARASHTRA STATE TRANSMISSION UTILITY
4TH FLOOR, PRAKASHGANGA,
PLOT NO.C-19, E-BLOCK, BANDRA-KURLA COMPLEX,
BANDRA (E), MUMBAI – 400051

In consideration of the M/s **Montecarlo Limited** having its registered office at **Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ahmedabad - 380058, Gujarat** ("Selected Bidder") agreeing to undertake the obligations under the Transmission Service Agreement to be executed on **12/03/2026** and the other RFP Project Documents and the Nodal Agency and the PFC Consulting Limited, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, We, IDBI Bank Ltd, registered under the Companies Act 1956 and a banking company under the Banking Regulation Act,1949, having Registered / Head office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai-400005, and one of its office at IDBI Bank Ltd, SCB Branch, LCG Dept., IDBI Complex, Near Lal Bunglow, Off C.G. Road, Ahmedabad-380006 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to **MAHARASHTRA STATE TRANSMISSION UTILITY** (being the Nodal Agency) at Mumbai 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 **Rs. 27,85,00,000/- (Rupees Twenty-Seven Crore and Eighty-five Lakh Only)** on behalf of M/s. **Montecarlo Limited.**

This guarantee shall be valid and binding on the Guarantor Bank up to and including **11.06.2028** 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. 27,85,00,000/- (Rupees Twenty-Seven Crore and Eighty-five Lakh Only)**. Our Guarantee shall remain in force until **11.06.2028**. 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 i.e. **11.06.2029.**

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from **MAHARASHTRA STATE TRANSMISSION UTILITY** (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 **Montecarlo Limited**. 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.

कनिष्क वर्धन / KANISHK VARDHAN
प्रबंधक / MANAGER
ईमाई एन : १२२८८१ / EIN : 122881

आईडीबीआई बैंक लि. AHMEDABAD LCG IDBI BANK LTD.

रणजीत कुमारकर्ता / RANJIT KU...
सहायक महाप्रबंधक / ASSISTANT GENERAL...
ईमाई एन : १०४५८१ / EIN : 104582

Bank Guarantee No: 260375IBGP00086 **B.G Issue Date: 10-03-2026**

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 the Selected Bidder as the case may be, to make any claim against or any demand on the Selected Bidder, as the case may be, or to give any notice to 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 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. 27,85,00,000/- (Rupees Twenty-Seven Crore and Eighty-five Lakh Only)** and it shall remain in force until **11.06.2028**, 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 **Montecarlo Limited**. 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.

Notwithstanding anything contained hereinabove:

1. Our liability under this Bank Guarantee shall not exceed **INR 27,85,00,000/- (INR Twenty-Seven Crore and Eighty-five Lakh Only)**
2. The Bank Guarantee shall be valid up to **11-06-2028** (Expiry Date of BG).
3. We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand at our Counter i.e "IDBI Bank Ltd, Trade Finance Department, 10th Floor, WTC Complex, Cuffe Parade, Mumbai - 400005" not later than **11-06-2029** (Claim Period of BG). All your rights as well as our liability under this Bank Guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than **11-06-2029** (Claim Period of BG). If the claim is not done within claim tenor, then your legal rights to seek remedies is over.

कनिष्क वर्धन / KANISHK VARDHAN
प्रबंधक / MANAGER
ईआई एन : १२२८८१ / EIN : 122881

अहमदाबाद AHMEDABAD LCG IDBI BANK LTD.

RANJIT KUMAR KARTHI...
ASSISTANT GENERAL MANAGER
EIN : 104682

Bank Guarantee No: 260375IBGP00086 **B.G Issue Date: 10-03-2026**

The beneficiary in its own interest is advised to seek a confirmation of the issuance of this Guarantee from the controlling office/Head Office (address mentioned below) enclosing a copy of the BG.

Controlling office/Head Office address:
Centralized Swift Cell, IDBI BANK LTD, IDBI BUILDING, PLOT NO 39-41, GROUND FLOOR,SECTOR 11,CBD BELAPUR,NAVI MUMBAI,PIN:400614, EMAIL ID: bgcon.tfho@idbi.co.in , Contact No-022-66700537
You may also log into webpages ttps://bgcon.idbibank.co.in. for BG Confirmation

Place: Ahmedabad

Date: 10-03-2026

कनिष्क वर्धन / KANISHK VARDHAN
प्रबंधक / MANAGER
ईआई एन : १२२८८१ / EIN : 122881

अहमदाबाद AHMEDABAD LCG IDBI BANK LTD.

रणजीत कुमार कर्था / RANJIT KUMAR KARTHA
सहायक महाप्रबंधक / ASSISTANT GENERAL MANAGER
ईआई एन : १०४६८२ / EIN : 104682

IN-GJ68533427090912X

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.	:	IN-GJ68533427090912X
Certificate Issued Date	:	18-Dec-2025 02:32 PM
Account Reference	:	IMPACC (FI)/ gjelimp10/ AHMEDABAD3/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJELIMP10390389358188885X
Purchased by	:	IDBI Bank Limited
Description of Document	:	Article 32 Letter of Guarantee
Description	:	Letter Of Bank Guarantee
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	IDBI Bank Limited
Second Party	:	Montecarlo Limited
Stamp Duty Paid By	:	IDBI Bank Limited
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

FOR IDBI BANK LTD.

AUTHORISED SIGNATORY

FOR IDBI BANK LTD.

AUTHORISED SIGNATORY

कनिष्क वर्धन / KANISHK VARDHAN
प्रबंधक / MANAGER
ईआई एन : १२२८८१ / EIN : 122881

रणजीत कुमार कार्था / RANJIT KUMAR KARTHA
सहायक महाप्रबंधक / ASSISTANT GENERAL MANAGER
ईआई एन : १०४६८२ / EIN : 104682

THIS STAMP PAPER FORMS AN INTEGRAL PART OF BANK GUARANTEE ISSUANCE/AMENDMENT BY IDBI BANK LTD BEARING REFERENCE NO. 2603757BGP00086 DT. 10-03-2026 FOR AMOUNT INR 27,85,00,000/-

GG 0028996981

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

IN-GJ68531165572263X

601

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.	:	IN-GJ68531165572263X
Certificate Issued Date	:	18-Dec-2025 02:31 PM
Account Reference	:	IMPACC (FI)/ gjelimp10/ AHMEDABAD3/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJELIMP10390432038442 74X
Purchased by	:	IDBI Bank Limited
Description of Document	:	Article 32 Letter of Guarantee
Description	:	Letter Of Bank Guarantee
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	IDBI Bank Limited
Second Party	:	Montecarlo Limited
Stamp Duty Paid By	:	IDBI Bank Limited
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

FOR IDBI BANK LTD.

AUTHORISED SIGNATORY

RANJIT KUMAR KARTHA / ASSISTANT GENERAL MANAGER / EIN : 104602

FOR IDBI BANK LTD.

AUTHORISED SIGNATORY

KANISHK VARDHAN / MANAGER / EIN : 122881

AHMEDABAD LCG

IDBI BANK LTD.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF BANK GUARANTEE ISSUANCE/AMENDMENT BY IDBI BANK LTD BEARING REFERENCE NO. 260375IBGP00086 DT. 10-03-2026 FOR AMOUNT INR 37,85,00,000/-

GG 0028996985

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

IN-GJ15724481573995Y

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.	:	IN-GJ15724481573995Y
Certificate Issued Date	:	23-Feb-2026 05:17 PM
Account Reference	:	IMPACC (CA)/ gj13314706/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ13314706279932246400 73Y
Purchased by	:	IDBI BANK LIMITED
Description of Document	:	Article 32 Letter of Guarantee
Description	:	LETTER OF BANK GUARANTEE
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	IDBI BANK LIMITED
Second Party	:	MONTECARLO LIMITED
Stamp Duty Paid By	:	IDBI BANK LIMITED
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

FOR IDBI BANK LTD.

AUTHORISED SIGNATORY

FOR IDBI BANK LTD.

AUTHORISED SIGNATORY

कनिष्क वर्धन / KANISHK VARDHAN
प्रबंधक / MANAGER
ईआई एन : १२२८८१ / EIN : 122881

रणजीत कुमार कार्था / RANJIT KUMAR KARTHA
सहायक महाप्रबंधक / ASSISTANT GENERAL MANAGER
ईआई एन : १०४६९२ / EIN : 104692

AHMEDABAD LCG
IDBI BANK LTD.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF BANK GUARANTEE ISSUANCE/AMENDMENT BY IDBI BANK LTD BEARING REFERENCE NO. 260375TL6P000086 DT. 10-02-2026 FOR AMOUNT Rs. 87,85,00,000/-

GG 0042554132

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IN-GJ15725815794270Y

603

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.	:	IN-GJ15725815794270Y
Certificate Issued Date	:	23-Feb-2026 05:17 PM
Account Reference	:	IMPACC (CA)/ gj13314706/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ13314706279893862491 84Y
Purchased by	:	IDBI BANK LIMITED
Description of Document	:	Article 32 Letter of Guarantee
Description	:	LETTER OF BANK GUARANTEE
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	IDBI BANK LIMITED
Second Party	:	MONTECARLO LIMITED
Stamp Duty Paid By	:	IDBI BANK LIMITED
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

FOR IDBI BANK LTD.

AUTHORISED SIGNATORY

FOR IDBI BANK LTD.

AUTHORISED SIGNATORY

कनिष्क वर्धन / KANISHK VARDHAN
प्रबंधक / MANAGER
EIN : 122881

रणजीत कुमार कार्था / RANJIT KUMAR KARTHA
सहायक महाप्रबंधक / ASSISTANT GENERAL MANAGER
EIN : 104682

AHMEDABAD LCG
IDBI BANK LTD.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF BANK GUARANTEE ISSUANCE/AMENDMENT BY IDBI BANK LTD BEARING REFERENCE NO. 960375IBGP000086 DT. 10-03-2026 FOR AMOUNT INR 27,85,00,000/-

GG 0042554133

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

604

IFN 760COV Bank Guarantee

MESSAGE COPY

Date : 10/03/202618:32

Session Holder	0
Sender Unique Ref No.	0
Sequence	-
Delivery Status	Delivered But Not Open In SFMS

Sender :	**Receiver :**
IBKL0000375 IDBI BANK LTD AHMEDABAD CORPORATE BANKING BRANCH AHMEDABAD IDBI BANK COMPLEX 1ST FLOORNR NR HIGH SCHOOLOPP MUNICIPAL STAFF QUARTERS OFF CG ROAD LAL BUNGLOWELLISBRIDGE AHMEDABAD 380006 GUJARAT	BKID0000160 BANK OF INDIA MUMBAI LARGE CORPORATE MUMBAI ORIENTAL BLDG GROUND FLOOR364 DN ROAD FORT

Message Text

7020- Transaction Reference Number (Issuing Bank Guarantee Number)	260375IBGP00086
7022- Guarantee Form Number	260375IBGP00086
7024- Type of Bank Guarantee	PERFORMANCE
7025- Amount of Guarantee	INR
- Amount of Guarantee	278500000
7026- Guarantee Validity	20260310
- Guarantee Validity	20280611
7027- Guarantee Effective Date	20260310
7029- End date for lodgment of claim	20290611
7031- Issuing Branch IFSC	IBKL0000375
7032- Issuing branch name and address	IDBI BANK LTDAHMEDABAD CORPORATE BANKING BRANCHIDBI BANK COMPLEX 1ST FLOORNR NR HIGH SCHOOLOPP MUNICIPAL STAFF QUARTERS OFF CG ROAD LAL BUNGLOWELLISBRIDGE AHMEDABAD 380006 GUJARATAHMEDABAD
7033- Name of applicant and his details	MONTECARLO LIMITED 706 SHILP BUILDING 7TH FLOORMUNICIP AL MARKET NAVRANGPURA AHMEDABAD,GJ,IN,380009
7034- Name of Beneficiary and his details	MAHARASHTRA STATE TRANSMISSION UTILITY, 4TH FLOOR, PRAKASHGANGA, PLOT NO.C-19, E-BLOCK, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI MUMBAI,MH IN,400051
7035- Beneficiary IFSC	BKID0000160
7036- Beneficiary branch name and address	BANK OF INDIAMUMBAI LARGE CORPORATEORIENTAL BLDG GROUND FLOOR364 DN ROAD FORTMUMBAI
7038- Purpose of Guarantee	SECURITY FOR PERFORMANCE / WARRANTY
7040- Electronically Paid (Y/N)	N
7048- e-Bank Guarantee to be held in Demat Form (Y/N)	N

Authorized Signatory1 Authorized Signatory2

Dated 12.03.2026

SHARE PURCHASE AGREEMENT

BETWEEN

PFC CONSULTING LIMITED

AND

NES DHARASHIV TRANSMISSION LIMITED

AND

MONTECARLO LIMITED

PFC CONSULTING LIMITED NEW DELHI PFCCL

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI NDTL

MONTECARLO LIMITED MCL

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL70829607696463Y
Certificate Issued Date	:	11-Mar-2026 06:21 PM
Account Reference	:	IMPACC (IV)/ dl716803/ DELHI/ DL-WSD
Unique Doc. Reference	:	SUBIN-DLDL71680360930867393462Y
Purchased by	:	PFC CONSULTING LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PFC CONSULTING LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line IN-DL70829607696463Y

This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between **PFC CONSULTING LIMITED, NES DHARASHIV TRANSMISSION LIMITED** and **MONTECARLO LIMITED**

PFC CONSULTING LIMITED NEW DELHI

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

MONTECARLO LIMITED

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

11-Mar-2026 06:21 PM 11-Mar-2026 06:21 PM 11-Mar-2026 06:21 PM

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL70829838706751Y
Certificate Issued Date	:	11-Mar-2026 06:22 PM
Account Reference	:	IMPACC (IV)/ dl716803/ DELHI/ DL-WSD
Unique Doc. Reference	:	SUBIN-DLDL716803609298976329 32Y
Purchased by	:	PFC CONSULTING LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PFC CONSULTING LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

IN-DL70829838706751Y

This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between **PFC CONSULTING LIMITED, NES DHARASHIV TRANSMISSION LIMITED** and **MONTECARLO LIMITED**

PFC CONSULTING LIMITED NEW DELHI

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

MONTECARLO LIMITED

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11-Mar-2026 06:22 PM 11

PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONSULTING LIMITED PFC CONS

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹200

e-Stamp

Certificate No.	:	IN-DL70827275270969Y
Certificate Issued Date	:	11-Mar-2026 06:17 PM
Account Reference	:	IMPACC (IV)/ dl716803/ DELHI/ DL-WSD
Unique Doc. Reference	:	SUBIN-DLDL71680360935035658410Y
Purchased by	:	PFC CONSULTING LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PFC CONSULTING LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Please write or type below this line

IN-DL70827275270969Y

This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between **PFC CONSULTING LIMITED, NES DHARASHIV TRANSMISSION LIMITED** and **MONTECARLO LIMITED**

PFC CONSULTING LIMITED NEW DELHI

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

MONTECARLO LIMITED

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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3. In case of any discrepancy please inform the Competent Authority.

11-Mar-2026 06:17 PM 11-Mar-2026 06:17 PM 11-Mar-2026 06:17 PM

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ('Agreement') is made on March 12, 2026, at New Delhi by and between:

PFC CONSULTING LIMITED (a wholly owned subsidiary of Power Finance Corporation Ltd.), a company incorporated under the Companies Act, 1956, with CIN U74140DL2008GOI175858 and having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi - 110001, (hereinafter referred to as **"PFCCL"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

NES DHARASHIV TRANSMISSION LIMITED, a company incorporated under the Companies Act, 2013, with CIN U42202DL2025GOI444858 and having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi - 110001, (hereinafter referred to as **"Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

MONTECARLO LIMITED, a company incorporated under the Companies Act, 1956 with CIN U40300GJ1995PLC025082 and having its registered office at Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ahmedabad, Gujarat - 380058, (hereinafter referred to as **"Selected Bidder"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART.**

WHEREAS:

A. Maharashtra State Transmission Utility (MSTU) vide Letter of Intent (LoI) no. MSETCL/CO/CE/STU-TBCB/No- 518 dated 17.01.2025 has notified PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for **"Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District "** through tariff based competitive bidding process (hereinafter referred to as the "Project").

B. In accordance with the Bidding Guidelines, PFCCL had initiated a Bid Process through issuance of RFP documents for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents (as defined hereinafter).

C. PFCCL has incorporated the Company and PFCCL along with the Nominees hold One hundred per cent (100 %) of total issued and paid-up equity share capital of the Company.

PFCCL MDTL MCL

D. PFCCL has initiated the development of the Project and has obtained survey report, certain clearances, consents and permits as specified in the RFP regarding the Project.

E. Pursuant to the said Bid Process, **Montecarlo Limited** has been identified as the Selected Bidder vide Letter of Intent dated 11.02.2026 issued by the PFCCL in favor of the Selected Bidder.

F. As envisaged in the RFP, the Shares Seller (as defined hereinafter) has agreed to sell the Sale Shares (as defined hereinafter) to the Selected Bidder and the Selected Bidder has agreed to purchase the Sale Shares from the Shares Seller, subject to and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Capitalised terms in this Agreement, unless defined in this Agreement shall, in so far as the context admits, have the same meaning in this Agreement as has been ascribed to them in the Transmission Service Agreement.

1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:

(i) **"Acquisition Price"** shall mean **Rs. 3,61,11,559 /- (Rupees Three Crore Sixty-One Lakh Eleven Thousand Five Hundred Fifty-Nine Only)**, which is the aggregate consideration payable by the Selected Bidder towards purchase of the **Sale Shares at par** along with assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;

(ii) **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by Parties in writing;

(iii) **"Bid Process"** shall mean the competitive bidding process initiated by the BPC, by issuance of RFP Documents for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents;

(iv) **"Board"** shall mean the board of directors of the Company;

PFC CONSULTING LIMITED NEW DELHI PFCCL

NESS DHARASHIV TRANSMISSION LIMITED NEW DELHI NDTL

MONTECARLO LIMITED MCL

(v) **"Closing Date"** shall mean a mutually agreed date between the Parties falling within the period as mentioned in Clause 2.15.2 of RFP or on failure of such mutual agreement between the Parties shall be the date falling on the last date of such period;

(vi) **"CTU/Central Transmission Utility"** shall have same meaning as defined in the Electricity Act, 2003;

(vii) **"Encumbrance"** shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;

(viii) **"Letter of Intent"** shall have the meaning ascribed thereto under the RFP;

(ix) **"Nominees"** shall mean the Persons, who are named in Annexure A, holding the Sale Shares as nominees of PFCCL;

(x) "**Party**" shall mean PFCCL, Company and the Selected Bidder, referred to individually, and "**Parties**" shall mean PFCCL, Company and the Selected Bidder collectively referred to, as relevant;

(xi) "**Person**" shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof, and/or any other legal entity;

(xii) **"RFP Project Documents"** shall mean the following documents, referred to collectively:

a) Transmission Services Agreement;
b) this Agreement; and
c) Any other agreement(s) as may be required.

(xiii) "**Representations and Warranties**" shall mean the representations and warranties mentioned in **Clause 4** hereto;

(xiv) **"Sale Shares"** shall mean **10,000 (Ten Thousand)** Shares, representing 100 percent of the total issued, subscribed and fully paid-up equity share capital of the Company held by the Shares Seller and Nominees as more particularly described in Annexure A attached hereto;

(xv) **"Shares"** shall mean the fully paid-up equity shares of Company, of face value Rs. 10 each;

(xvi) "**Shares Seller**" shall mean PFCCL;

PFC CONSULTING LIMITED NEW DELHI PFCCL

NDTL

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

MONTECARLO LIMITED MCL

(xvii) **"STU"** or **"State Transmission Utility,"** shall have same meaning as defined in the Electricity Act, 2003;

(xviii) **"Transmission Services Agreement"** or **"TSA"** means the agreement titled 'Transmission Services Agreement' dated 12th March, 2026 entered into between **State Transmission Utility** and **NES Dharashiv Transmission Limited (TSP)** pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project to State Transmission Utility, Maharashtra on a commercial basis, as may be amended from time to time;

(xix) **Transmission Service Provider" or "TSP"** shall mean NES Dharashiv Transmission Limited which has executed the Transmission Service Agreement and which shall be acquired by the Selected Bidder.

1.3 **Interpretation Clause**

Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

2. TRANSFER OF SHARES

2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares of the Company free from Encumbrances with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.

2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as Nominees of the Shares Seller to the Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms ("Share Transfer Forms") duly stamped with requisite amount of stamp duty payable on the transfer of Sale Shares.

3.2 On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares ("Sale Share Certificates") along with the Share Transfer Forms duly executed by the Shares Seller and the Nominees in favour of the Selected Bidder, simultaneously against the Selected Bidder handing over to the Shares Seller demand drafts drawn in favour of the Shares Seller for the Acquisition Price payable to it.

PFC CONSULTING LIMITED NEW DELHI PFCCL

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI NDTL

MONTECARLO LIMITED MCL

Provided that prior to the handing over of the Sale Share Certificates to the Selected Bidder as mentioned above, the Selected Bidder shall provide satisfactory evidence to PFCCL that on or before the Closing Date, the Selected Bidder has furnished the Performance Bank Guarantee to State Transmission Utility, Maharashtra and is in a position to comply with all other requirements of Clause 2.15.2 of the RFP.

3.3 The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Sale Share Certificates with the Company. The Selected Bidder may also propose the names of its nominees to be appointed on the Board of the Company and the address within the State of Delhi, which would be the new registered office of the Company. The Company shall, upon receipt of the said documents from the Selected Bidder, do the following:

(i) Immediately on the Closing Date convene a meeting of the Board, wherein the Board shall pass the following necessary resolutions:

(a) approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of the **Montecarlo Limited and its nominees and transfer of all assets and liabilities of the Company as on Closing Date;**

(b) approving the **Montecarlo Limited and its nominees** as a member of the Company and entering the name of the **Montecarlo Limited and its nominees** in the register of members.

(c) changing the address of the registered office of the Company to the new address, within the State of Delhi, as may be provided by the Selected Bidder.

(d) appointing the nominees of the Selected Bidder on the Board and accepting the resignations of the other existing Directors on the Board and the Chair of the meeting which was taken by one of the existing Directors shall be vacated and appointment of a new Chairman who shall be one of the newly appointed Director, for the rest of the meeting.

Pursuant to the acceptance of resignation of the existing Directors and appointment of new Chairman, the newly constituted Board of Directors shall hold the meeting and pass the following resolution:

(a) terminating all the authorizations granted regarding the business and/or operations of the Company or the operations of the bank accounts of the Company, with prospective effect; and

PFC CONSULTING LIMITED NEW DELHI PFCCL

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI NDTL

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(b) acknowledging and accepting the terms and conditions as contained in the executed copies of the RFP Project Documents and to abide by the provisions contained therein.

(ii) Enter the name of **Montecarlo Limited and its nominees** as the legal and beneficial owner of the Sale Shares, free of all Encumbrances, in the register of members of the Company;

(iii) Make the necessary endorsements on the Sale Share Certificates, indicating the name of the **Montecarlo Limited and its nominees** as the legal and beneficial owner of the Sale Shares evidenced there under;

(iv) Return the original Sale Share Certificates, duly endorsed in the name of **Montecarlo Limited and its nominees**, to the **Montecarlo Limited and its nominees,** as the case may be or its authorised representative;

(v) Handover all the statutory registers and records, if any, of the Company to the Selected Bidder.

(vi) Handover certified true copies of the Board resolution passed by the Company as per (i)(a) to (i)(d) of Clause 3.3 (i) to State Transmission Utility, Maharashtra.

3.4 The Parties to this Agreement agree to take all measures that may be required to ensure that all the events contemplated in the **Clauses 3.1 to 3.3** above on the Closing Date are completed on the same day.

Notwithstanding the provisions of **Clause 3.3** hereto, all proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing Date shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the equity shareholding of the Company, by the Selected Bidder as per Clause 3.3, (a) the authority, rights and obligations of the PFCCL/Company in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by State Transmission Utility, Maharashtra themselves or through their any other authorized representative(s), (b) all rights and obligations of the PFCCL/Company shall be of the Selected Bidder and (c) any decisions taken by the PFCCL/Company prior to the date of its acquisition by the Selected Bidder shall continue to be binding on the Selected Bidder. The Parties hereby agree that this provision shall survive the termination of this Agreement.

3.6 This agreement shall be effective from the date of its signing by the Parties and shall remain in force until all the obligations of the respective Parties under Clause 3.3 hereto are fulfilled.

PFC CONSULTING LIMITED NEW DELHI PFCCL

NDTL

MONTECARLO LIMITED MCL

4. REPRESENTATIONS AND WARRANTIES

4.1 The Selected Bidder hereby represents and warrants to the Shares Seller that:

4.1.1 The Selected Bidder has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein, and this Agreement has been duly and validly executed and delivered by the Selected Bidder and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

4.1.2 The execution, delivery and performance of this Agreement by the Selected Bidder (i) will not violate or contravene any provision of the Memorandum of Association or Articles of the Selected Bidder, (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which the Selected Bidder are bound or by which any of its and/or their properties or assets are bound, and (iii) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; and

4.1.3 The Selected Bidder is not restricted in any manner whatsoever, including without limitation, on account of any judicial or government order, action or proceeding, or any contractual obligation assumed by the Selected Bidder, from purchasing the Sale Shares from the Shares Seller in the manner provided for in this Agreement.

4.2 The Shares Seller hereby represents and warrants to the Selected Bidder that;

4.2.1 The Shares Seller and the Nominees are the legal and beneficial owners of the Sale Shares, free and clear of any Encumbrance and the delivery to the Selected Bidder of the Sale Shares pursuant to the provisions of this Agreement will transfer to the Selected Bidder a good title to the Sale Shares.

4.2.2 The Shares Seller has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein. The execution, delivery and performance of this Agreement will not violate the Memorandum and Articles of Association of the Shares Seller or contravene any contract by which it is bound.

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4.2.3 The Shares Seller has obtained requisite authorizations to sell and transfer the Sale Shares to the Selected Bidder. The Shares Seller also represent that it is not prevented from transferring and selling the Sale Shares. Also, to the best of its knowledge, the Sale Shares are not the subject matter of any claim or pending proceeding or threatened by any legal proceeding made by any third party.

4.3 Except as specified in Clause 4.2, above the Shares Seller shall not be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares or Company, including but not limited to any implied warranty or representation as to the business or affairs of the Company.

4.4 The Representations and Warranties are given as at the date of this Agreement except that where a Representation and Warranty is expressed to be made as at another date, the Representation and Warranty is given with respect to that date only.

4.5 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warranties and undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for one (1) year.

4.6 The Parties represent to each other that all Representations and Warranties provided herein by the respective Party shall be true as of Closing Date.

5. OBLIGATIONS OF THE SELECTED BIDDER

The Selected Bidder agrees that the Shares Seller shall not be liable in any manner, nor shall it assume any responsibility or liability whatsoever, in respect of the business of the Company and its operations or activities, arising after Closing Date, to any Person or any authority, central, state, local or municipal or otherwise and the same shall be the sole responsibility of the Selected Bidder.

6. MISCELLANEOUS

6.1 NOTICES

a) All notices to be given under this Agreement shall be in writing and in the English language.

b) All notices must be delivered personally or by registered or speed post or by recognised courier to the addresses below:

Selected Bidder (Lead Member in	**Montecarlo Limited** Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ahmedabad, Gujarat - 380058

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case of Consortium)	
Name of the Holding Company of the SPV	**PFC Consulting Limited** First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi - 110001
Company (Before Closing Date)	**Project In-charge** **NES Dharashiv Transmission Limited** Urjanidhi, First Floor, 1, Barakhamba Lane, Connaught Place, Central Delhi, New Delhi - 110001
Company (After Closing Date)	**NES Dharashiv Transmission Limited** M 130-131, Second Floor, M-42, Connaught Cir, Shankar Market, Block M, Connaught Place, New Delhi, Delhi - 110001

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

6.2 RESOLUTION OF DISPUTES

6.2.1 If any dispute arises between the Parties, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), the disputing Parties hereto shall endeavour to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 days from the date of the Dispute.

6.2.2 If the Parties are unable to amicably settle the Dispute in accordance with Clause 6.2.1 within the period specified therein, any of the Parties shall be entitled to within 30 days after expiry of the aforesaid period, refer the Dispute to the Company Secretary of PFCCL and Chief Executive/ Managing Director of the Selected Bidder for resolution of the said Dispute. The attempt to bring about such resolution shall be considered to have failed if not resolved within 30 days from the date of receipt of a written notification in this regard.

6.2.3 In the event the Dispute is not settled in accordance with Clause 6.2.2 above, any Party to the Dispute shall be entitled to serve a notice invoking this Clause and making a reference to a sole arbitrator. If the Parties to the Dispute cannot agree as to the appointment of the sole arbitrator within 30 days of receipt of the notice of the Party making the reference, then the Shares Seller along with the Company shall appoint one arbitrator and the Selected Bidder shall appoint one arbitrator and the two arbitrators, so appointed shall appoint a third arbitrator. However, after the Closing Date, in such an event the Shares Seller shall appoint one

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arbitrator and the Selected Bidder along with the Company shall appoint one arbitrator and the two arbitrators, so appointed shall appoint the third arbitrator.

6.2.4 The place of the arbitration shall be New Delhi. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

6.2.5 The proceedings of arbitration shall be in English language.

6.2.6 The arbitrator's award shall be substantiated in writing. The arbitrators shall also decide on the costs of the arbitration proceedings. In case the arbitrators have not decided on the costs of the arbitration proceedings, each Party to the Dispute shall bear its own costs, in relation to the arbitration proceedings.

6.3 AUTHORISED PERSON

For the purposes of this Agreement, the Selected Bidder is represented by **Mr. T. Sai Ravi Kiran, (Sr. Vice President-Energy, Project)** pursuant to an authorization granted to Mr. T. Sai Ravi Kiran, (Sr. Vice President-Energy, Project) through necessary Board resolutions. Further, Mr. T. Sai Ravi Kiran, (Sr. Vice President-Energy, Project), is also authorized by such resolutions to take any decision, which may be required to be taken, do all acts and execute all documents, which are or may be required by the Selected Bidder for the proper and effective fulfillment of the rights and obligations under this Agreement. Any action taken or document executed by Mr. T. Sai Ravi Kiran, (Sr. Vice President-Energy, Project), shall be deemed to be acts done or documents executed by the Selected Bidder and shall be binding on the Selected Bidder.

6.4 RESERVATION OF RIGHTS

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights other than that expressly stipulated in this Agreement.

6.5 CUMULATIVE RIGHTS

All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

6.6 PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

6.7 TERMINATION

If (i) the Closing does not occur on the Closing Date for any reason whatsoever, or (ii) the Letter of Intent is withdrawn or terminated for any reason, or (iii) due to termination of the TSA by State Transmission Utility, Maharashtra in accordance with Article 3.3.2 or Article 13 of the TSA thereof, PFCCL shall have a right to terminate this Agreement forthwith by giving a written notice to the other Parties hereto.

6.8 AMENDMENTS

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

6.9 ASSIGNMENT

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties, which will not be unreasonably withheld.

6.10 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

6.11 COSTS

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

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The Selected Bidder shall be liable to bear and pay the stamp duty and other costs in respect of this Agreement and the Share Transfer Forms.

6.12 RELATIONSHIP

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

6.13 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Delhi.

6.14 COUNTERPARTS

This Agreement may be executed in counterparts by the Parties and each fully executed counterpart shall be deemed to be original.

6.15 CONFIDENTIALITY

The Parties undertake to hold in confidence 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, employees, agents or representatives, who need to have access to such information for the proper performance of their activities;
(c) disclosures required under Law;
without the prior written consent of the other Parties.

Provided that State Transmission Utility, Maharashtra and PFCCL may at any time, disclose the terms and conditions of transactions contemplated hereby to any person, to the extent stipulated under the law or the Bidding Guidelines.

6.16 INDEMNIFICATION

- The Parties hereby agree that transfer of Sale Shares to the Selected Bidder shall vest all the rights, privileges, licenses, responsibilities, liabilities and other obligations pertaining to the Company in the Selected Bidder.

- The Selected Bidder hereby agrees that the Selected Bidder shall not be entitled to any claims or initiate any legal proceedings, by itself or through the Transmission Service Provider against the Share Sellers, its directors, officers, employees and the subscribers including the members of any committees appointed by them in respect

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of any actions or decisions taken by any of them up to the Closing Date in furtherance of the Project referred to in recital A of this Agreement.

- Further, the Selected Bidder hereby indemnifies and holds harmless at all times the Share Seller against all losses, damages, charges, and expenses which the Share Seller may sustain or incur towards contractual obligations with respect to the contracts awarded by the Share Seller or any other liability arising with regard to any action/ activity undertaken by the Share Seller for and on behalf of the Company in furtherance of the Project referred to above or otherwise concerning the Company. All such actions shall be defended by the Selected Bidder either itself or through the TSP at its own cost.

- The Parties hereby agree that the provisions of this clause shall survive the termination of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED
BY THE WITHIN NAMED "**PFCCL**", **PFC CONSULTING LIMITED**
BY THE HAND OF **SHRI SACHIN ARORA, COMPANY SECRETARY**

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON **09TH JANUARY, 2026**

IN THE PRESENCE OF:
WITNESS: Jatin Arora
NAME, SIGNATURE, DESIGNATION AND ADDRESS:

SIGNED AND DELIVERED
BY THE WITHIN NAMED **"NES DHARASHIV TRANSMISSION LIMITED"**
BY THE HAND OF **NEERAJ SINGH, CHAIRMAN**

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON **17TH DECEMBER, 2025**

IN THE PRESENCE OF:
WITNESS: BIBHUTI GIRI
NAME, SIGNATURE, DESIGNATION AND ADDRESS:

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MONTECARLO LIMITED MCL

SIGNED AND DELIVERED Sai Ravi
BY THE WITHIN NAMED **"MONTECARLO LIMITED"**

BY THE HAND OF **MR. T. SAI RAVI KIRAN, (SR. VICE PRESIDENT - ENERGY, PROJECT)**

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON **24TH FEBRUARY, 2026**

IN THE PRESENCE OF:
WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS:

Rahulkumar Patel
Sr. manager

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ANNEXURE A

DESCRIPTION OF THE SALE SHARES

S. NO.	NAME OF THE SHAREHOLDER	NUMBER OF EQUITY SHARES HELD	PERCENTAGE OF THE TOTAL PAID UP EQUITY CAPITAL
1.	PFC Consulting Limited	9400	94%
2.	Shri Rakesh Mohan*	100	1%
3.	Shri Neeraj Singh*	100	1%
4.	Shri Sanjay Kumar Nayak*	100	1%
5.	Shri Sachin Shukla*	100	1%
6.	Shri Naveen Kumar*	100	1%
7.	Shri Rishab Jain*	100	1%

*Nominee of PFC Consulting Limited

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EXHIBIT - V

SCHEDULE I

FORM OF APPLICATION FOR LICENCE

To,

The Secretary,
Maharashtra Electricity Regulatory Commission.

We hereby apply for a Transmission License under the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004. We set out hereunder the relevant particulars in connection with our application and shall provide any other information as required by the Hon'ble Commission.

GENERAL INFORMATION

1. Name to appear on license : NES DHARASHIV TRANSMISSION LIMITED

2. Primary Contact:

   a. Name : Sandipsinh Gohil

   b. Contact Address : Montecarlo House, Sindhu Bhavan Road Bodakdev, Ahmedabad - 380058, Gujarat, India

   c. Phone Number : 9227897042 / 8980800498 / 079 71999300

   d. Fax Number : 079 71999303

   e. E-mail address : bd@mclindia.com / Sandipsinh.gohil@mclindia.com

INFORMATION ABOUT THE APPLICANT

3.	Full legal name of organization:	NES DHARASHIV TRANSMISSION LIMITED
4.	Registration number under applicable statute:	U42202DL2025GOI444858
5.	Date of incorporation and registration	20.03.2025
6.	Registered office address:	M 130-131, Second Floor, M-42, Connaught Cir, Shankar Market, Block M, Connaught Place, New Delhi, Delhi- 110001
7.	Names of promoters, along with their respective ownership percentages:	Montecarlo Limited (100%)

ENCLOSURES

The following information/documents are duly attached:

Incorporation

8. The following incorporation documents, as applicable:

   a. Where the applicant is a company, the Memorandum and Articles of Association:

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The Applicant is a Company incorporated under the provisions of the Companies Act,2013. The Certificate of Incorporation along with the articles of Association and Memorandum of Association have been annexed herewith and marked as Exhibit 1.

b. Where the applicant is a partnership, the deed of partnership:
Not Applicable

c. In any other case, applicable deed or charter or incorporation, if any:
Not Applicable

Technical Information

9. Management information (provided in respect of operations, projects, commercial, finance, regulatory, HR and IT functions):

Name	Designation/ Position	Qualification	Area of Expertise	Experience
Taticherla Sai Ravi Kiran	Director	M.E (Thermal Engineering)	Business Development & Commercial, Strategy Planning and Project Execution,	24 Years
Vasantkumar Chandulal Patel	Director	B. Tech (Electrical Engineering)	Project Planning & Execution, Operations	29 Years
Dhiren Mafatlal Patel	Director	B.E (Mechanical Engineering)	Project Planning, Monitoring and Execution	16 Years
Shreyan Shah	Chief Finance Officer	Chartered Accountant	Corporate Finance, Project Finance & Accounts, Regulatory	24 Years
Kartik Parikh	Sr. General Manager-IT	BCA	Information Technologies, Business Transformation	30 Years
Pushpak Modi	Head-HR & Admin	PGD (Business Management)	HR& Admin	22 Years

10. Sufficient description adequately specifying the actual or proposed location of the system of electric lines and electrical plant by means of which the applicant intends to enable transmission of electricity, indicating which plant and lines are to be constructed and which are existing plant and lines, and the area to which the application relates.

I. Location & Substation Details

- **Proposed Substation: -** 400/220 kV Washi Substation
- **Village**:- Saramkundi, Taluka Washi, District Dharashiv, Maharashtra
- **Land Area:-** 23 Acre (Approx.)
- **Nearest Town**: Washi (approx. 6.0 km away).
- **Connectivity**: Approx 4 KM away from NH-52

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II. **400/220 kV Substation (to be constructed)**

- **Substation Equipment**:

➢ 2 × 500 MVA, 400/220 kV ICT
➢ 2 × 315 MVA, 400/132 kV ICT

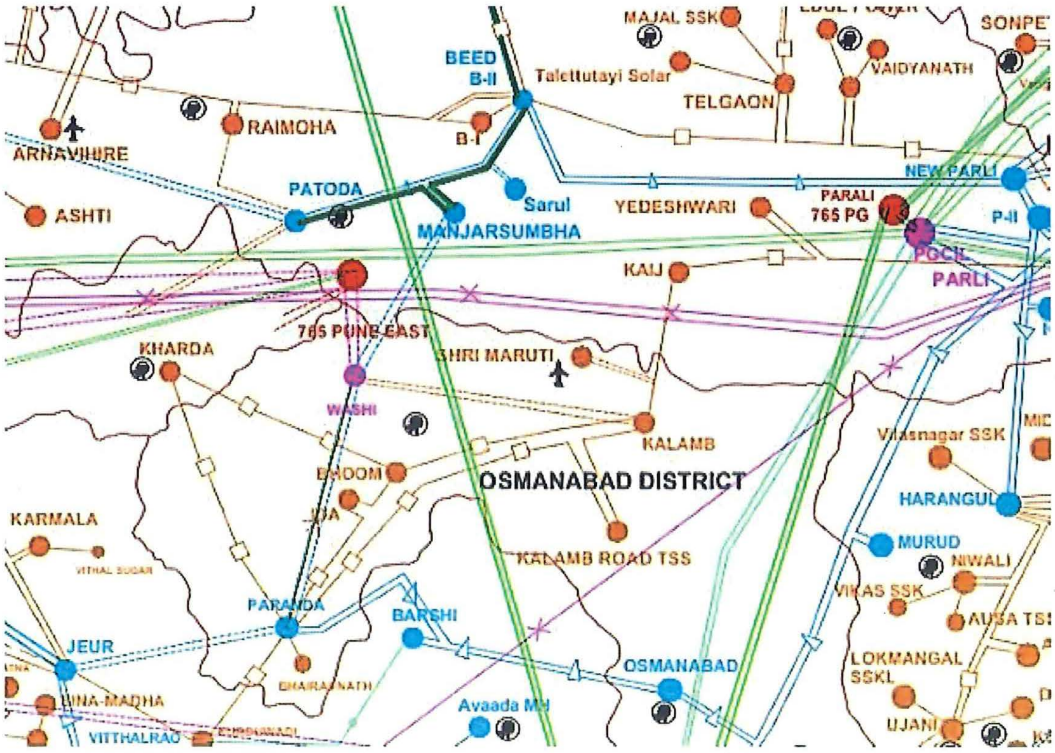
- **Transmission Line Works**

➢ 400 kV D/C line from 400/220/132 kV AIS Washi (new) to 765/400KV AIS Pune (East)(Proposed). – 74.903 Km Approx.
➢ 220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing). – 30.062 Km Approx.
➢ 220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing). – 44.672 Km Approx.
➢ 132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing) – 31.527 Km Approx.

- **Bay Works**

➢ 220 kV (AIS) line bay at 220 kV Manjarsumba (existing)- 2 Nos.
➢ 220 kV (GIS) line bay at 220 kV Paranda (existing) - 2 Nos.
➢ 400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed).
➢ 132 kV line bays at 132 kV AIS Kalamb.

11. Detailed map or maps of the proposed area of transmission, on a scale of not less than 10 centimeters to a kilometer, or if no such maps are available, of not less than that of the largest scale of ordnance maps available, depicting the proposed intra-State transmission system of the applicant.



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12. List of the whole or any part of any cantonment, aerodrome, fortress, arsenal, dockyard or camp or any building or place in the occupation of the Government for defence purposes located within the proposed area of transmission.

The Applicant respectfully submits that, owing to the limited time available and the current stage of the Project, a detailed identification or listing of any cantonment, aerodrome, fortress, arsenal, dockyard, camp, or any building or place under the occupation of the Government for Defence purposes are not falling within the proposed transmission area as per our preliminary survey.

The Applicant undertakes to verify the same and to furnish the requisite details, if any, as and when such information becomes available.

13. List of streets or parts of streets which are repairable by a person other than the Central Government, State Government or local authority and of railways, tramways, canals and waterways for which the applicant has obtained authorization to undertake works.

The Applicant respectfully submits that, in view of its recent incorporation and the current early stage of project implementation, a detailed list of streets, railways, tramways, canals, waterways crossings, along with the corresponding authorizations are not falling within the proposed transmission area as per our preliminary survey. Detailed survey will be conducted.

The Applicant undertakes to obtain all requisite permissions and authorizations from the concerned authorities and to furnish the relevant details as and when the same become available.

Financial Information

14. Most recent three years of Accounting Statements together with Auditors' Reports, if any.

The Applicant is a project specific Special Purpose vehicle incorporated on 20.03. 2025.That is for 11 days in the FY 2024-25.
The Auditor for the SPV was appointed on 13.09.2025 when was the entity under management of PFCCL. Furthermore, as the SPV was newly appointed in September-2025, audit process is currently under process. Appointment of Auditor is annexed herewith as Anneuxre - 2.
We will provide the statement / report as soon as the same is made available.

15. Indicative investment plan and Network rollout plan for the next five years, detailing year-wise and area-wise rollout of the transmission system.

SPV Proposes to incur capital expenditure of Approx. INR 1,500 Cr over next 24 months. This is an indicative capital cost. The Hon'ble commission may seek further details and we shall provide the same.

NES DHAMAN TRANSMISSION LIMITED NEW DELHI

Other Enclosures Required

16. Copy of Receipt for the license application processing fee.

I/We certify that the particulars submitted herewith are true, complete and correct, to the best of my/our knowledge and belief at the time of submission and does not contain any untrue statement of a material fact or omits to state a material fact necessary to make the statement/particulars contained herein not misleading.

Place: Ahmedabad

Sign:



Date: 13.03.2026

Name (Authorised Signatory): Sandipsinh Gohil

Seal:

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that NES DHARASHIV TRANSMISSION LIMITED is incorporated on this TWENTIETH day of MARCH TWO THOUSAND TWENTY FIVE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U42202DL2025GOI444858**

The Permanent Account Number (PAN) of the company is **AAKCN2908H***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELN30085G***

Given under my hand at Manesar this TWENTIETH day of MARCH TWO THOUSAND TWENTY FIVE

Signature Not Verified
Digitally signed by
DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 2
Date: 2025.03.20 18:56:02 IST

afsar Ali

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

NES DHARASHIV TRANSMISSION LIMITED

Urjanidhi, First Floor, 1, Barakhamba Lane, Connaught Place, New Delhi, Central Delhi- 110001, Delhi

*as issued by Income tax Department

Form No. INC-33

e-MOA (e-Memorandum of Association)
[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)]



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Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

*** Table applicable to company as notified under schedule I of the Companies Act, 2013**

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL
D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL
E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

NES DHARASHIV TRANSMISSION LIMITED

2 The registered office of the company will be situated in the State of

Delhi

3 (a) The objects to be pursued by the company on its incorporation are:

1. To develop Power System Network
To plan, promote and develop an integrated and efficient power transmission system network in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports, construction, operation and maintenance of transmission lines, sub-stations, load dispatch stations and communication facilities and appurtenant works, coordination of integrated operation of state, regional and national grid system, execution of turn-key jobs for other utilities/organizations and wheeling of power in accordance with the policies, guidelines and objectives laid down by the Central Government from time to time.
2. To study, investigate, collect information and data
To study, investigate, collect information and data, review operation, plan, research, design

	and prepare Report, diagnose operational difficulties and weaknesses and advise on the remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub-Stations. 3. To act as Consultants/ Technical Advisers of public/ private sector enterprises etc. To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission, distribution and sale of power.
(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are	1. To obtain authority etc. to carry out its objects To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad. 2. To obtain charters, concession etc. To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions,

privileges, licenses or concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members.

3. To enter into Implementation/ Construction Agreement

To enter into any agreement, contract or any arrangement for the implementation of the power generation, evacuation, transmission and distribution system and network with Power/Transmission Utilities, State Electricity Boards, Vidyut Boards, Transmission Companies, Generation Companies, Licensees, Statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc.

4. To carry on the business or purchasing, importing, exporting and trading power

To carry on the business or purchasing, importing, exporting and trading of power subject to the provisions of Electricity Act, 2003 and to supply electric power generated by other plants to distribution companies, trading companies, other generation companies and other Persons, and in this regard execute agreements with Central and State generating authorities, departments or companies, Independent Power Producers and other Persons.

5. To enter into Agreements; etc.

To secure the payments of money, receivables on transmission and distribution of electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies, other organizations (whether in

Private, Public or Joint Sector Undertaking) and bulk consumers of power etc. through Letter of Credits/ESCROW and other security documents.

6. To execute transmission service Agreements

To execute Transmission Service Agreements or other agreements for transmission of power to distribution, trading, and other companies, State Electricity Boards, State Utilities and any other organization and Persons.

7. To co-ordinate with Central Transmission Utility

To coordinate with the Central Transmission Utility for transmission of electricity under the provisions of Electricity Act 2003.

8. To borrow money

Subject to provisions of Sections 73, 179, 180 and other applicable provisions of the Companies Act, 2013 and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or future and all or any of the uncalled capital for the time being of the Company as the Company may deem fit and to repay, redeem or pay off any such securities or charges.

9. To lend money

To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of

goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or to deal with the same.

10. To acquire, own, lease or dispose off the property

To own, possess, acquire by purchase, lease or otherwise rights, title and interests in and to, exchange or hire real estate, equipment, Transmission lines, lands, buildings, apartments, plants, equipment, machinery, fuel blocks and hereditaments of any tenure or descriptions situated in India or abroad or any estate or interest therein and any right over or connected with land so situated and turn the same to account in any manner as may seem necessary or convenient for the purpose of business of the Company and to hold, improve, exploit, re-organize, manage, lease, sell, exchange or otherwise dispose of the whole or any part thereof.

11. To deal in Scrips/Govt. Securities

Subject to applicable provisions of law, to subscribe for, underwrite, or otherwise acquire, hold, dispose of and deal with the shares, stocks, debentures or other securities and titles of indebtedness or the right to participate in profits or other similar documents issued by any Government authority, Corporation or body or by any company or body of persons and any option or right in respect thereof.

12. To create funds and appropriate profits

To create any depreciation fund, reserve fund, sinking fund, insurance fund, gratuity, provident fund or any other fund, for depreciation or for repairing, improving extending or maintaining any of the properties of the Company or for any other purposes whatsoever conducive

to the interests of the Company.

13. To purchase or otherwise acquire companies

To acquire shares, stocks, debentures or securities of any company carrying on any business which this Company is entitled to carry on or acquisition of undertaking itself which may seem likely or calculated to promote or advance the interests of the Company and to sell or dispose of or transfer any such shares, stocks or securities and the acquired undertaking.

14. To enter into partnership Agreement or Merge /amalgamate

To enter into partnership or into any agreement for joint working, sharing or pooling profits, joint venture, amalgamation, union of interests, co-operation, reciprocal concessions or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction in India or abroad which the Company is authorized to carry on or engage in any business undertaking having objects identical or similar to, as are being carried on by this Company.

15. To have agencies and branch offices in India and abroad

To establish and maintain agencies, branch offices and local agencies, to procure business in any part of India and world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as deemed proper in the interest of the Company.

16. To promote institutions or other companies

To promote and undertake the formation of any institution or Company or subsidiary company or for any aforesaid objects intended to benefit the Company directly or indirectly and to coordinate, control and guide

their activities.

17(a) To acquire know how and import-export of machinery and tools etc.

To negotiate and enter into agreements and contracts with domestic and foreign companies, persons or other organizations, banks and financial institutions, in relation to the business of the Company including that of technical know-how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.

17(b) To negotiate and enter into agreements etc.

To negotiate and enter into agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.

18. To enter into contracts/arrangements in connection with issue of shares/securities. Upon and for the purpose of any issue of shares, debentures or any other securities of the Company, to enter into agreement with intermediaries including brokers, managers of issue/commission agents and underwriters and to provide for the remuneration of such persons for their services by way of payment in cash or issue of shares, debentures or other securities of the Company or by granting options to take the same or in any other manner as permissible under the law.

19. To enter into contracts of indemnity and/or guarantee

To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.

20. To arrange for Training and Development

To make arrangements for training of all categories of employees and to employ or otherwise engage experts,

advisors, consultants etc. in the interest of achieving the Company's objects.

21. To promote conservation, protect environment, theft etc.
To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.

22. To provide for welfare of employees
To pay and provide for the remuneration, amelioration and welfare of persons employed or formerly employed by the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts. Further to undertake building or contributing to the building or houses, dwellings or chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

23. To take Insurance
To ensure any rights, properties, undertakings, contracts, guarantees or obligations or profits of the Company of every nature and kind in any manner with any person, firm, association, institution or company.

24. To share the profits pay, dividends and provide bonus etc
To distribute among members of the Company dividend including bonus shares out of profits, accumulated profits or funds and resources of the Company in any manner permissible under law.

25. To institute and defend the legal proceedings

To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made in any such arbitration.

26. To pay and subsequently write off preliminary expenses

To pay out of the funds of the Company all costs, charges, expenses and preliminary and incidental to the promotion, formation, establishment and registration of the Company or other expenses incurred in this regard.

27. To contribute and make donations

Subject to provisions of Companies Act, 2013 to contribute money or otherwise assist to charitable, benevolent, religious, scientific national, defense, public or other institutions or objects or purposes.

28. To open accounts in Banks

To open an account or accounts with any individual, firm or company or with any bank bankers or shrofs and to pay into and withdraw money from such account or accounts.

29. To accept gifts, donations etc.

To accept gifts, bequests, devises and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.

30. To pursue the objects of the Company as principal, agents,

trustee or in any other capacity
To carry out all or any of the objects of the company and do all or any of the above things in any part of the world and either as principal, agent, contractor or trustee or otherwise and either alone or in conjunction with others.

31. To enter into Contracts
To negotiate and/or enter into agreement and contract with individuals, companies, corporations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.

32. To contribute towards promotion of trade and industry
To aid pecuniary or otherwise, any association, body or movement having for its object the solution, settlement or surmounting of industrial or labour problems or trouble or the promotion of industry or trade.

33. To take all necessary steps for winding up of the company
Subject to the provisions of Companies Act, 2013 or any amendment or re-enactment thereof in the event of winding up to distribute among the members in specie any property of the Company or any proceeds of sale on disposal of any property in accordance with the provisions of the Act.

34. To do and perform all coincidental and ancillary acts for the attainment of its objects
To do all such other things as may be deemed

incidental or conducive to the attainment of the above Objects or any of them and to carry on any business which may seem to the Company capable of being conveniently carried in connection with any of the Company's Objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

35. To take up studies and research experiments.

To establish, provide, maintain and conduct or otherwise subsidies research laboratories and experimental workshops for scientific, technical or researches, experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical research experiments and tests of all kinds and to process, improve and invent new products and their techniques of manufacture and to promote, encourage, reward in every manner studies and research, scientific and technical investigations and inventions of any kind that may be considered likely to assist, encourage and promote rapid advances in technology, economies, import substitution or any business which the Company is authorized to carry on.

36. To evolve scheme for restructuring or arrangement.

Subject to provisions of the Companies Act,2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in co-operation with the business of the Company or to benefit the

Company or to the activities for which the Company has been established.

37. To apply for purchase, or otherwise acquire.

To apply for purchase, or otherwise acquire any trademarks, patents, brevets, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited rights to use, or any secret or other information as to any invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.

38. To sell, dispose or hive off an undertaking of the Company

To sell, dispose or hive off an undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company.

39. To sell, improve, manage, develop

To sell, improve, manage, develop, exchange, loan, lease or let, under-lease, sub - let, mortgage, dispose of, deal with in any manner, turn to account or otherwise deal with any rights or property of the Company.

40. To outsource parts of its activities

To outsource parts of its activities to achieve higher efficiencies and throughputs in the achievement of its business goals.

4 The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.

5 Every member of the company undertakes to contribute: **642**

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * [ ] rupees.

(iii) The share capital of the company is [100000] rupees, divided into

10000	Equity Share	Shares of	10	Rupees each	

6

☑ We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

☐ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	Sh. Rishab Jain S/o Naveen Jain R/o T-11, first floor, Green Park Extension, New Delhi, 110016 (As a Nominee of PFC Consulting Limited) Occupation:- Service	0*4*5*6*	100 Equity,0 Preference	Rishab Jain Digitally signed by Rishab Jain Date: 2025.03.12 17:27:41 +05'30'	11/03/2025
2	M/s PFC Consulting Limited having its registered office at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Through Sh. Sachin Arora S/o Sh. Prem Lal Arora R/o F5 1903, Supertech Eco Village 1, Near Park, Greater Noida, 201301 (as authorized representative of PFC Consulting Limited)	A*G*A*4*4*	9400 Equity,0 Preference	Sachin Arora Digitally signed by Sachin Arora Date: 2025.03.12 17:28:42 +05'30'	11/03/2025
3	Sh. Rakesh Mohan S/o Sh. Lakshman Singh R/o Flat No-364, Sunehari Bagh Appartment, Sector-13 Rohini New Delhi Delhi 110085 NA India (As a Nominee of PFC Consulting Limited) Occupation:- Service	0*6*4*2*	100 Equity,0 Preference	Rakesh Mohan Digitally signed by Rakesh Mohan Date: 2025.03.12 17:34:11 +05'30'	11/03/2025
4	Sh. Naveen Kumar S/o Jagdish Chander R/o F-024, Assotech Windsor Court, Sector 78, Noida Gautam Buddha Nagar, Uttar Pradesh, 201301 (As a nominee of PFC Consulting Limited) Occupation - Service	1*4*7*5*	100 Equity,0 Preference	Naveen Kumar Digitally signed by Naveen Kumar Date: 2025.03.12 17:36:04 +05'30'	11/03/2025
5	Sh. Sanjay Kumar Nayak S/o Sh. Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector 56 Gurgaon-Haryana 122011 (As a Nominee of PFC Consulting Limited) Occupation:- Service	0*1*7*9*	100 Equity,0 Preference	SANJAY KUMAR NAYAK Digitally signed by SANJAY KUMAR NAYAK Date: 2025.03.12 17:37:08 +05'30'	11/03/2025
6	Sh. Neeraj Singh S/o Sh. Dayashankar Singh R/o Flat C-703, The Crescent Apartment, Plot F-2, Sector-50, Noida, Gautam Budh Nagar, UP-201301 (As a Nominee of PFC Consulting Limited) Occupation:- Service	0*6*3*9*	100 Equity,0 Preference	Neeraj Singh Digitally signed by Neeraj Singh Date: 2025.03.12 17:25:43 +05'30'	11/03/2025

7	Sh. Sachin Shukla S/o Sh. Raj Kumar Shukla R/o 4th Floor, House No. 6, H1 Block, Good Earth City Centre, south City 2, Gurgaon - 122018 (As a Nominee of PFC Consulting Limited) Occupation:- Service	0*6*3*6*	100 Equity,0 Preference	Sachin Shukla Digitally signed by Sachin Shukla Date: 2025.03.12 17:30:58 +05'30'	644 11/03/2025
Total shares taken			10000 Equity,0 Preference		

Signed before me					
Membership type of the witness ***(ACA/FCA/ACS/FCS/ACMA/FCMA)***	***Name of the witness**	***Address, Description and Occupation**	**DIN / PAN / Passport number / Membership number**	**DSC**	**Dated**
FCS	Naresh Kumar Sinha	121, Vinayak Apartment, C58/19, Sector-62, Noida-201307, UP	1*0*	NARESH KUMAR SINHA Digitally signed by NARESH KUMAR SINHA Date: 2025.03.12 19:45:27 +05'30'	11/03/2025

7 Shri / Smt [ ] [ ] Of [ ] resident of [ ] aged [ ] years shall be the nominee in the event of death of the sole member.

Form No. INC-34

e-AOA (e-Articles of Association)

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]

सत्यमेव जयते

Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

Table applicable to company as notified under schedule I of the Companies Act, 2013 *(F, G, H)*	F
Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to *(F – a company limited by shares G– a company limited by guarantee and having a share capital H – a company limited by guarantee and not having share capital)*	F - A COMPANY LIMITED BY SHARES
The name of the company is	NES DHARASHIV TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
☐	☑		• 1.Interpretation clause In the interpretation of these Articles unless repugnant tothe subject or context- Act The Act means The Companies Act 2013 as amended fromtime to time and includes any statutory modification or re-enactment thereoffor the time being in force.Articles of the Company Articles means the articles ofassociation of a company as originally framed or as altered from time to timeor applied in pursuance of any previous company law or of this Act.Auditor(s) Auditor(s) mean and include persons appointedas such for the time being by the Comptroller Auditor General of India.Board or Board of Directors Board or Board ofDirectors in relation to a company means the collective body of thedirectors of the company.Books of Account Books of account includes recordsmaintained in respect of(i) all sums of money received and expended by a company andmatters in relation to which the receipts and expenditure take place(ii) all sales and purchases of goods and services by thecompany(iii) the assets and liabilities of the company and(iv) the items of cost as may be prescribed under section148 in the case of a company which belongs to any class of companies specifiedunder that section.Capital Capital means the share capital for the timebeing raised or authorized to be raised for the purpose of the Company.Company Shall means NES DHARASHIV TRANSMISSION LIMITED Debenture Debenture includes debenture stock bonds orany other instrument of a company evidencing a debt whether constituting acharge on the assets of the company or not.Director(s) Director means a director appointed to theBoard of a company under Section 2(34) of the Act.Dividend Dividend includes any interim dividend.Financial Institution Financial Institution includes ascheduled bank and any other financial institution defined or notified underthe Reserve Bank of India Act 1934.Gender Words importing the masculine gender also includethe feminine gender. Generation Company GenerationCompany shall mean any entity

	I	engaged in the business of generation ofelectricity.In Writing and Written In writing and Writteninclude printing lithography and other modes of representing or reproducingwords in a visible form. key managerial personnel key managerial personnel inrelation to a company means(i) the Chief Executive Officer or the managing director orthe manager(ii) the company secretary(iii) the whole-time director(iv) the Chief Financial Officer and(v) such other officer as may be prescribed.Meeting or General MeetingMeeting means Annual General Meeting or ExtraordinaryGeneral Meeting of Members duly called and constituted including an adjournedmeeting. In the context of Board of Directors it shall mean the meeting of theDirectors including an adjourned meeting.Member Member in relation to a company means(i) the subscriber to the memorandum of the company whoshall be deemed to have agreed to become member of the company and on itsregistration shall be entered as member in its register of members(ii) every other person who agrees in writing to become amember of the company and whose name is entered in the register of members ofthe company(iii) every person holding shares of the company and whosename is entered as a beneficial owner in the records of a depository.Month Month means a calendar month.Office Office means the Registered Office of the companyfor the time being.paid-up share capital or share capital paid-up meanssuch aggregate amount of money credited as paid-up as is equivalent to theamount received as paid up in respect of shares issued and also includes anyamount credited as paid-up in respect of shares of the company but does notinclude any other amount received in respect of such shares by whatever namecalledPersons Persons include Corporations and firms as wellas individuals.PowerTransmission Utility Power Transmission Utilityshall mean any entity engaged in the business of power transmission.Proxy Proxy includes Attorney duly constituted under avalid Power of Attorney.Project-In-Charge A Director of the Company designated asProject In-charge for administrating day to day activities of the Company.Public Company Public Company means a companywhicha. is not a private company and b. has a minimum paid-up share capital as may be prescribedProvided that a company which is a subsidiary of a companynot being a private company shall be deemed to be public company for thepurposes of this Act even where such subsidiary company continues to be aprivate company in its articles Registrar Registrar means a Registrar an AdditionalRegistrar a Joint Registrar a Deputy Registrar or an Assistant Registrarhaving the duty of registering companies and discharging various functionsunder this Act.Register of Members Register of Members means theRegister of Members to be kept pursuant to the Act.Related Party Section 2(76) of the Act describes relatedparty with reference to a company which means(i) a director or his relative(ii) a key managerial personnel or his relative(iii) a firm in which a director manager or his relativeis a partner(iv) a private company in which a director or manager is amember or director(v) a public company in which a director or manager is adirector or holds along with his relatives more than two per cent. of itspaid-up share capital(vi) any body corporate whose Board of Directors managingdirector or manager is accustomed

			to act in accordance with the advicedirections or instructions of a director or manager(vii) any person on whose advice directions or instructionsa director or manager is accustomed to actProvided that nothing in sub-clauses (vi) and (vii) shallapply to the advice directions or instructions given in a professionalcapacity(viii) any company which is(A) a holding subsidiary or an associate company of such companyor(B) a subsidiary of a holding company to which it is also asubsidiary(ix) such other person as may be prescribed.Seal Means the common seal of the company for the timebeing.Securities Exchange Board Securities and Exchange Boardmeans the Securities and Exchange Board of India established under section 3 ofthe Securities Exchange Board of India Act 1992.Securities Securities means the securities as defined inclause (h) of section 2 of the Securities Contracts (Regulation) Act 1956.Share Means a share in the share capital of a company andincludes stock.Share Capital Share Capital means the total equity sharecapital of the Company agreed to be issued and called the Authorized Capitalof the Company as mentioned in the Memorandum of Association of the Company.Singular Number Words importing the singular numberinclude where the context admits the plural number and vice-versa.State Electricity Board State Electricity Board meansthe Electricity Board or Vidyut Board or any other body by whatever namecalled set up by the State Governments under Electricity (Supply) Act 1948 asamended which expression shall include its successors administratorsauthorized representatives and permitted assigns.Transmission Company Transmission Company shall mean anyentity engaged in the business of transmission of electricity.Year or Financial Year Meaning of Words Year means English calendar year andFinancial Year shall have the meaning assigned thereto by Section 2(41) ofthe Act.Unless the context otherwise requires words or expressionscontained in these regulations shall bear the same meaning as in the Act or anystatutory modification thereof in force at the date at which these regulationsbecome binding on the company.Marginal Notes Marginal Notes are for ease of reference onlyand shall not affect the construction and interpretation of these Articles.Other Expressions Other words or expressions contained inthese Articles shall bear the same meaning as are assigned to them in the Actor any statutory modifications thereof.2. Table F not to Apply The regulations contained in TableF in the First Schedule to the Companies Act 2013 shall not apply except tothe extent that the same are repeated or contained or expressly made applicableby these Articles or by the Act but the regulations for the management of theCompany and for the observance of the members thereof and their representativesshall subject to any exercise of the statutory powers of the Company withreference to the repeal or alteration of or addition to its regulations bySpecial Resolution as prescribed by the said Companies Act 2013 be such ascontained in these Articles.BUSINESS PURPOSE 3. Business Purpose The Company shall be engaged in thebusiness of Transmission of Electricity including construction operationmaintenance and other related activities.
			Share Capital and Variation of rights

☐	☑	II 1	• 4. Share Capital Increase of capital by the Company andhow carried into effect The Authorized Share Capital of the Company is as mentionedin clause V of the Memorandum of Association of the Company. The Company inGeneral Meeting may from time to time by resolution increase its authorizedshare capital by creation of new shares such increase to be of such aggregateamount and to be divided into shares of such respective amounts as may bedetermined by the General Meeting subject to the provisions of the Act.
☐	☑	2	• 5. New Capital same as existing capital Any capital raised by the creation of new shares shall beconsidered as part of the original capital and shall be subject to the sameprovisions herein contained with reference to the payment of calls andinstallments forfeiture lien surrender transfer and transmission votingand otherwise.
☐	☑	3	• 6. Reduction of Capital The Company may from time to time by special resolutionreduce its capital which may be paid off either with or without extinguishingor reducing liability on shares whichis in excess of the wants of the company or canceling such share capital whichhas been lost or is unrepresented by available assets.
☐	☑	4	• 7. Subdivision and consolidation of shares The Company in general meeting may from time to timesub-divide or consolidate its shares or any of them and exercise any of theother powers conferred by Section 61 of the Act and shall file with theRegistrar such notice of exercise of any such powers as may be required by theAct.
☐	☑	5	• 8. Register and Index of MembersBeneficial owners The Company shall cause to be kept a Register and also anIndex of Members and Debenture-holders in accordance with Sections 88 of theAct. Further as permissible under Section 88 of the Act the register andIndex of beneficial owners maintained by a Depository shall be deemed to bethe corresponding Register and Index for the purpose of this Act.
☐	☑	6	• 9. Foreign Register of members The Company shall be entitled to keep in any country outsideIndia a Foreign Register of members resident in that country subject tocompliance with the provisions of Section 88 of the Act.
☐	☑	7	• 10. Shares to be numbered distinctively The shares in the capital held otherwise than in thedepository mode shall be numbered progressively in sequence and givendistinctive number Except and in the manner herein mentioned no share shallbe forfeited or surrendered and shall continue to bear the number which it hadoriginally borne.
☐	☑		• 11. Share Application Money The Company shall ensure that the share application moneypaid is held by it in an account with a Scheduled Commercial Bank (in the nameof the Company)12. Further Issue of Capital(a)Where at any time the Company wishes to raise itssubscribed share capital by issue of further shares it shall first offer suchshares to its existing shareholders in proportion to their existingshareholdings on the date of such issue. Such offer to the

existingshareholders shall be in accordance with the provisions of Section 62 of theAct.(b) The Company shall subject to applicable provisions ofthe Act and Articles of Association make uniform calls from time to time uponall the Shareholders in respect of the moneys remaining unpaid on the issuedshare capital within 30 days or such time as the Board may deem fit andappropriate.13. Shares under control of DirectorsSubject to the provisions of these Articles and of the Actthe shares including any shares forming part of any increased capital of theCompany shall be under the control of the Directors who may allot or otherwisedispose off the shares to such persons in such proportion on such terms andconditions and at such times as the Directors may think fit and subject to thesanction of the Company in General Meeting subject to the provisions ofSections 52 and section 54 of the Act at a premium or par and such option beingexercisable for such time and for such consideration as the Directors thinkfit. The Board shall cause to be filed the returns as to allotment provided forin Section 39(4) of the Act.14. Issue of shares for consideration other than cashSubject to these Articles and the provisions of the Act ifany the Board may issue and allot shares in the capital of the Company aspayment or in consideration or as part payment or in part consideration of thepurchase or acquisition of any property or for services rendered to theCompany in the conduct of its business and shares which may be so issued orallotted shall be credited or deemed to be credited as fully paid up or partlypaid up shares.15. Power of Company to Issue SharesThe Company in General Meeting may subject to the provisionsof Section 42 62 of the Act provide that any shares (whether forming partof the original capital or of any increased capital of the Company) shall beoffered to such persons (whether a Member or not) in such proportion and onsuch terms and conditions of the Act) at a premium or at par or at a discountas such General Meeting shall determine and with full power to give any person(whether a Member or not) the option to call for or be allotted shares of anyclass of the Company either subject to compliance with the provisions ofSections 52 and 54 of the Act at a premium or at par or at discount suchoption being exercisable at such times and for such consideration as may bedirected by such General Meeting or the Company in General Meeting may make anyother provisions whatsoever for the issue allotment or disposal of any shares.16. Acceptance of sharesAny person applying for shares in the Company followed by anallotment of any shares and subscribers to the Memorandum shall be ashareholder within the meaning of these Articles and every person whose nameis on the Register of Members shall for the purposes of these Articles be aMember of the Company.17. Deposit call to be a debt payable ImmediatelyThe Money (if any) which the Board shall on theapplication for allotment of any shares being made by them require or directto be paid by way of deposit call or otherwise in respect of any sharesallotted by them shall immediately on the insertion of the name of theallottee in the Register of Members as the name of the holder of such sharesbecome a debt due to and recoverable by the Company from the allottee thereofand shall be paid by him accordingly.18. Liability of MembersEvery Member

	8	or his heirs executors or administratorsshall pay to the Company the portion of the capital and premium if anyrepresented by or payable on his share or shares which may for the timebeing remain unpaid thereon in such amounts at such time or times and insuch manner as the Board shall from time to time in accordance with theCompanys regulations require or fix for the payment thereof.19. Share CertificatesA certificate issued under the common seal of the companyspecifying the shares held by any person shall be prima facie evidence of thetitle of the person to such shares.(a) Every Member or allottee of shares who is holding suchshares in the physical form shall be entitled without payment to receivecertificate specifying the name of the person in whose favour it is issued theshares to which it relates and the amount paid-up thereof. Such certificatesshall be issued only in pursuance of a resolution passed by the Board and onsurrender to the Company of the letter of allotment or the fractional couponsof requisite value save in case of issues against letters of acceptance or ofrenunciation or in cases of issue of bonus shares. Every such certificate shallbe issued under the seal of the Company which shall be affixed in the presenceof two Directors and the Secretary or some other person appointed by the Boardfor the purpose and the two directors and the Secretary or other persons asauthorized by the Board shall sign the share certificate. Provided if the composition of the Boardpermits of it at least one of the aforesaid two directors shall be a personother than a Managing or a Whole Time Director. Particulars of every sharecertificate issued shall be entered in the Register of Members against the nameof the person to whom it has been issued indicating the date of issue. Forissue of any further duplicate certificate the Board shall be entitled tocharge such amount which shall not exceed fifty Rupees per Certificate.(b) A Director may sign a share certificate by affixing hissignature thereon by means of any machine equipment or other mechanical meanssuch as engraving in metal or lithography but not by means of a rubber stamp.PROVIDED that the Director shall be personally responsible for the safe custodyof such machine equipment or other material used for the purpose.20. Renewal of Share Certificates(a) No certificate of any share or shares shall be issuedeither in exchange for those which are sub-divided or consolidated or inreplacement of those which are defaced mutilated torn or old decrepitdestroyed or where the pages on the reverse for recording transfers have beenduly utilized unless the certificate in lieu of which it is issued issurrendered to the Company and for issuing such share certificate the companymay charge such fee as the Board thinks fit not exceeding twenty rupees per certificate.(b) When a new share certificate has been issued inpursuance of clause (a) of this Article it shall state on the face of it andagainst the stub or counterfoil to the effect that it is Issued in lieu ofshare certificate No sub-dividedreplacedon consolidation. (c) If a share certificate is lost or destroyed a newcertificate in lieu thereof shall be issued only with the prior consent of theBoard and on such reasonable terms such as furnishing supporting evidence andindemnity and the payment ofout-of-pocket expenses incurred by the Company in investigating evidenceproduced as the

		Board thinks fit.(d) When a new share certificate has been issued inpursuance of clause (c) of this Article it shall state on the face of it andagainst the stub or counterfoil to the effect that it is duplicate issued inlieu of share certificate No. and the word duplicate shall bestamped or printed prominently on the face of the share certificate. (e) Where a new share certificate has been issued inpursuance of clause (a) and or clause (c) of this Article particulars ofevery such share certificate shall be entered in a Register of Renewed andDuplicate Share Certificates indicating against the name(s) of the person(s) towhom the certificate is issued the number and date of issue of the sharecertificate in lieu of which the new certificate is issued and the necessarychanges indicated in the Register of Members by suitable cross reference in theRemarks column.(f) All blank forms to be used for issue of sharecertificates shall be printed and the printing shall be done only on theauthority of a resolution of the Board and the blank forms shall beconsecutively machine-numbered and the forms and the blocks engravingsfacsimiles relating to the printing of such forms shall be kept in the custodyof the Secretary or of such other person as the Board may appoint for thepurpose and the Secretary or the other person aforesaid shall be responsiblefor rendering an account of these forms to the Board.(g) The Committee of the Board Company Secretary of theCompany or a Director specifically authorized by the Board for such purposeshall be responsible for the maintenance preservation and safe custody of allbooks and documents relating to the issue of share certificates including theblank forms of share certificates referred to in clause (f).(h) All books referred to in clause (g) shall be preservedin good order for not less than thirty years and in disputed cases shall bepreserved permanently. 21. Joint holders(a) Where two or more persons are registered as the holdersof any share they shall be treated as a single shareholder and shall be deemedto hold the same as joint holders with benefits of survivorship subject to thefollowing and other provisions contained in these Articles.(b) The Company shall be entitled to decline to registermore than four persons as the holders of any share.(c) The Joint holders of any share shall be liableseverally as well as jointly for and in respect of all calls and otherpayments which ought to be made in respect of such shares.(d) On the death of any such joint holder the survivor orsurvivors shall be the only person or persons recognized by the Company ashaving any title to the share but the Directors may require such evidence ofdeath as they may deem fit and nothing herein contained shall be taken torelease the estate of the deceased joint holder from any liability on sharesheld by him jointly with any other person.(e) Delivery of share certificate to any one of such jointholders shall be deemed to be delivery to all of them and any one of such jointholders may give effectual discharge and receipts for any dividends or othermoneys payable in respect of such shares andor in respect of any otherobligation of the Company towards them.(f) Only the person whose name stands in the Register ofMembers as the first of the joint holders of any shares shall be entitled todelivery of the certificate relating to such share or to receive notices fromthe Company and any notice given to such person shall be deemed proper

			noticeto all joint holders.(g) Any one of two or more joint holders may vote at anymeeting either personally or by proxy in respect of such share as if he weresolely entitled thereto and if more than one of such joint holders be presentat any meeting personally or by proxy the holder whose name stands first orhigher (as the case may be) on the Register of Members in respect of such shareshall alone be entitled to vote in respect thereof.PROVIDED always that a member present at any meetingpersonally shall be entitled to vote in preference to a person present by proxyalthough the name of such person present by proxy stands first on the Registerof Members in respect of such shares. 22. Terms and Conditions of Preference Shares Subject to the provisions of section 55 anypreference shares may with the sanction of an ordinary resolution be issuedon the terms that they are to be redeemed on such terms and in such manner asthe company before the issue of the shares may by special resolutiondetermine.
			Lien
☐	☑	9	• 23. Company to have lien on shares The Company shall have a first and paramount lien upon allshares (other than fully paid up shares) registered in the name of each member(whether solely or jointly with others) and upon the sale proceeds thereof forall moneys (whether presently payable or not) called or payable at a fixed timein respect of all such shares (not being fully paid up) for all moneyspresently payable by him or his estate to the Company. Any such lien shallextend to all dividends payable and bonuses declared from time to time declaredin respect of such shares.
☐	☑	10	• 24. Enforcing lien by sale For the purpose of enforcing such lien the Board may sellthe shares subject thereto in such manner as they shall think fit and for thatpurpose it may cause to be issued a duplicate certificate in respect of suchshares and may authorize one of their Directors to execute a transfer thereofon behalf of and in the name of the Board. No sale shall be made until noticeperiod for making call as aforesaid have expired and until notice in writing ofthe intention to sell shall have been made known to the shareholder for defaultin payment and default has been made by him in the payment of money called inrespect of such shares for thirty days after the date of such notice. Uponissue of a duplicate certificate or certificates in lieu of the original sharethe certificate or certificates originally issued shall stand cancelled andbecome null and void and the same shall have no effect.
☐	☑	11	• 25. Application of proceeds of sale The net proceeds of any such sale shall be received by theCompany and applied in or towards payment of such part of the amount as ispresently payable and the residue if any shall (subject to a like lien forsums not presently payable as existed upon the shares before sale) be paid tothe person entitled to the shares at the date of the sale.
☐	☑	12	•
			Calls on shares
☐	☑		• 26. Directors may make calls The Board may from time to time subject to the terms onwhich any shares may

		13	have been issued and subject to the conditions ofallotment by a resolution passed at a meeting of the Board (and not byresolution by circulation) make such call as it thinks fit upon the Members inrespect of all moneys unpaid on the shares held by them respectively and eachmember shall pay the amount of every call so made on him to the person orpersons and at the times and places appointed by the board. A call may be madepayable by installments.
☐	☑	14	• 27. Notice of calls Not less than thirty days notice in writing of any callshall be given by the Company specifying the time and place of payment and theperson or persons to whom such call shall be paid.
☐	☑	15	• 28. When call made A call shall be deemed to have been made at the time whenthe resolution of the Board authorizing such call was passed at a meeting ofthe Board and demand notice is issued.
☐	☑	16	• 29. Calls may be revoked or postponed A call may be revoked or postponed at the discretion of theBoard.
☐	☑	17	• 30. Directors may extend time The Board may from time to time at its discretion extend thetime fixed for the payment of any call and may extend such time as to all orany of the Members for reasons which the Board may consider satisfactory butno Member shall be entitled to such extension save as a matter of grace.
☐	☑	18	• 31. Calls to carry interest If any Member fails to pay any call due from him on the dayappointed for payment thereof or any such extension thereof as aforesaid heshall be liable to pay interest on the same from the day appointed for thepayment thereof to the time of actual payment at rate not exceeding 10 per centper annum as maybe decided by the Board but the Board may in its absolutediscretion and in special circumstances waive or reduce the levy of interest asdeemed appropriate.32. Sums deemed to be callAny sum which by the terms of issue of a share becomespayable on allotment or at any fixed date whether on account of the nominalvalue of the share or by way of premium shall for the purposes of theseArticles be deemed to be a call duly made and payable on the date on which bythe terms of issue the same becomes payable and in case of non-payment all therelevant provisions of these Articles as to payment of interest and expensesforfeiture or otherwise shall apply as if such sum had become payable by virtueof a call duly made and notified.33. Partial payment not to preclude ForfeitureNeither the receipt by the Company of a portion of any moneywhich shall from time to time be due from any Member to the Company in respectof his shares either by way of principal or interest nor any indulgencegranted by the Company in respect of the payment of any such money shallpreclude the Company from thereafter proceeding to enforce a forfeiture of suchshares as hereinafter provided.34. Payment in anticipation of calls may carry interestThe Board may if it thinks fit agree to and inanticipation receive from any Member willing to advance the same all of callsmoney or any part of the amounts of his respective shares beyond the sumsactually called up and upon the moneys so paid in advance or upon so muchthereof from time to time and at any time thereafter as exceeds the amount ofthe

			calls then made upon and due in respect of the shares on account of whichsuch advances are made the Board may pay or allow interest at such rate asthe Member paying the sum in advance and the Board agree upon. The Board mayagree to repay at any time any amount so advanced or may at any time repay thesame upon giving to the Member three months notice in writing.PROVIDED that moneys paid in advance of calls on any sharesmay carry interest but shall not confer a right to dividend or to participatein profits. (b) No Member paying any such sum in advance shall beentitled to voting rights in respect of the moneys so paid by him until thesame would but for such payment become presently payable.
			Transfer of shares
☐	☑	19	• 35. Register of Transfers The Company shall maintain a Register of Transfers andtherein shall be fairly and distinctively enter the particulars of everytransfer or transmission of any share in the physical form.
☐	☑	20	• 36. Form of transfer The instrument of transfer shall be in writing and in suchform as prescribed under the Act. All the provisions of Section 56 of the Actshall be duly complied with in respect of all transfers and of the registrationthereof. The Company shall not charge any fee for registration of a transfer ofshares or debentures.
☐	☑	21	• 37. Instrument of Transfer to be completed and presented tothe Company The Instrument of Transfer duly stamped and executed by thetransferor and the transferee shall be delivered to the Company in accordancewith the provisions of the Act. The instrument of transfer shall be accompaniedby the Share Certificate or such evidences the Board may require to prove thetitle of transferor and his right to transfer the shares and every registeredInstrument of Transfer shall remain in the custody of the Company untildestroyed by order of the Board. Any instrument of transfer which the Directorsmay decline to register shall be returned to the person depositing the same.
☐	☑	22	• 38. Transferor deemed to be holderThe transferor shall be deemed to be the holder of suchshares until the name of the transferee shall have entered in the Register ofMembers in respect thereof. Before the registration of a transfer thecertificate or certificates of the shares must be delivered to the Companyalong with Transfer Deed.39. No transfer to insolvent etc.No transfer shall be made to a person of unsound mind or toan insolvent.40. Closure of Register of MembersDebenture holdersThe Directors shall have power on giving not less thanseven days previous notice as required by Section 91 of the Act to close theRegister of Transfer Register of Members or Register of Debenture holders orthe register of other security holders of the Company for any period or periodsnot exceeding in the aggregate forty-five days in each year (but not exceedingthirty days at any one time) as they may determine.41. Nomination by shareholderEvery share-holder or debenture holder may at any timenominate in the prescribed manner a person to whom his shares or debentureshall vest in the event of his death as provided in Section 72 of the Act.42. Title to shares of deceased holderIn the event there is no nomination the executors oradministrators of a

			deceased Member or the holder of a Succession Certificatein respect of the shares of a deceased Member (not being one of two or morejoint holders) shall be the only persons whom the Company will be bound torecognize as having any title to the shares registered in the name of suchMember and the Company shall not be bound to recognize such executors oradministrators or holders unless such executors administrators or holders shallhave first obtained probate or Letters of Administration or SuccessionCertificate as the case may be from a duly constituted Court in India. PROVIDED that the Directors may at their absolutediscretion dispense with production of Probate Letters of Administration orSuccession Certificate upon such terms as to indemnity or otherwise as theythink fit and may enter the name of the person who claims to be absolutelyentitled to the shares standing in the name of a deceased Member as a Member.
			Transmission of shares
☐	☑	23	• 43. Transmission of Shares Subject to the provisions of the Act any person becomingentitled to any share in consequence of the death lunacy or insolvency of anyMember or by any lawful means other than by a transfer in accordance with theseArticles may with the consent of the Directors (which they shall be under noobligation to give) and upon producing such evidence that he sustains thecharacter in respect of which he proposes to act under this. Article or of histitle as the Directors may require and upon such indemnity as the Directorsmay require either be registered as a Member in respect of such shares orelect to have some person nominated by him and approved by the Directorsregistered as a Member in respect of such shares. PROVIDED that if such personsshall elect to have his nominee registered he shall testify his election byexecuting in favor of his nominee an instrument of transfer in accordance withthese Articles and until he does so he shall not be freed from any liabilityin respect of such shares.
☐	☑	24	• 44 Right of Board to decline or suspend registration (i) Any person becoming entitled to a share in consequenceof the death or insolvency of a member may upon such evidence being producedas may from time to time properly be required by the Board and subject ashereinafter provided elect either --(a) to be registered himself as holder of the share or(b) to make such transfer of the share as the deceased orinsolvent member could have made. (ii) The Board shall in either case have thesame right to decline or suspend registration as it would have had if thedeceased or insolvent member had transferred the share before his death orinsolvency.
☐	☑		• 45. The Company not liable for disregard of noticeprohibiting registration of transfer The Company shall incur no liability or responsibilitywhatever in consequence of its registering or giving effect to any transfer ofshares made or purported to be made by any apparent legal owner thereof (asshown or appearing in register of Members) to the prejudice of persons havingor claiming any equitable right title or interest to or in the same sharesnotwithstanding that the Company

			may have had notice of such equitable righttitle or interest or notice prohibiting registration of such transfer and mayhave entered such notice or referred to it in any book or attended or giveneffect to any notice which may have been given to it of any equitable righttitle or interest or be under any liability whatsoever for refusing orneglecting so to do though it may have been entered or referred to in some bookof the Company but the Company shall nevertheless be at liberty to regard andattend to any such notice and give effect thereto if the Directors shall sothink fit.
☐	☑	26	• 46. Rights of successors A person becoming entitled to a share by reason of the deathor insolvency of the holder shall be entitled to the same dividends and otheradvantages to which he would have been entitled if he were the registeredholder of the shares except that he shall not before being registered as aMember in respect of the shares be entitled to exercise any right conferred bymembership in relation to meetings of the Company. PROVIDED that the Directorsshall at any time give notice requiring any such person to elect to beregistered himself or to transfer the shares and if the notice is not compliedwithin ninety days from the date of issue of the notice the Directors maythereafter withhold payment of all dividends bonuses or other moneys payablein respect of the shares until the requirements of the notice have beencomplied with.
☐	☑	27	•
			Forfeiture of shares
☐	☑	28	• 47. If money payable on shares not paid notice to be givento members If any Member fails to pay any call or installment of acall on or before the day appointed for the payment of the same or any such extensionthereof as aforesaid the Board may at any time thereafter during such timeas any part of the call or installment remains unpaid serve a notice on himrequiring him to pay the same together with any interest which may have accruedand all expenses that may have been incurred by the Company by reason of suchnon-payment.
☐	☑	29	• 48. Contents of Notice The notice shall name a further day (not being less thanfourteen days from the date of the service of notice) and a place or places onand at which such call or installment and such interest thereon at such rate asthe Directors shall determine from the day on which such call or installmentought to have been paid and expenses as aforesaid are to be paid. The noticeshall also state that in the event of the non-payment on or before the day ator before the time and at the place appointed the shares in respect of whichthe call was made or installment is payable shall be liable to be forfeited.
☐	☑	30	• 49. In default of payment shares to be Forfeited If the requirement of any such notice asaforesaid are not complied with every or any share in respect of which suchnotice has been given may at any time thereafter but before payment of allcalls or installments interest and expenses due in respect thereof beforfeited by a resolution of the Board to that effect. Such forfeiture shallinclude all dividends declared or any other moneys

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			payable in respect of theaforesaid share and not actually paid before the forfeiture. In default ofpayment shares to be Forfeited
☐	☑	31	• 50. Notice of forfeiture to a Member When any share shall have been so forfeited notice of theforfeiture shall be given to the Member in whose name it stood immediatelyprior to the forfeiture and an entry of the forfeiture with the date thereofshall forthwith be made in the Register of Members but no forfeiture shall bein any manner invalid by any omission or neglect to make any such entry asaforesaid in the Register.
☐	☑	32	• 51. Forfeited share to be property of the Company and may besold etc. Any share soforfeited shall be deemed to be the property of the Company and may be soldre-allotted or otherwise disposed of either to the original holder thereof orto any person upon such terms and in such manner as the Board shall think fit.
☐	☑	33	• 52. Member still liable to pay calls owing at the time offorfeiture and interest Any members whose shares have been forfeited shallnotwithstanding the forfeiture be liable to pay and shall forthwith pay to theCompany on demand all calls installment interest and expenses owing upon orin respect of such shares at the time of the forfeiture together with interestaccrued thereon at the time of the forfeiture at such rate as the Board maydetermine and the Board may enforce the payment thereof if it thinks fit.
☐	☑	34	• 53. Effect of forfeitureThe forfeiture of a share shall involve extinction at thetime of the forfeiture of all interest in and all claims and demands againstthe Company in respect of the share and all other rights incidental to theshare except only such of those rights as by these Articles are expresslysaved.54. Evidence of forfeitureA declaration in writing by Chairman or Managing Director ofthe Company or by any person duly authorised in this regard that certain sharesin the Company have been duly forfeited on a date stated in the declarationshall be conclusive evidence of the facts therein stated as against all personsclaiming to be entitled to the shares and such declaration and the receipt ofthe Company for the consideration if any given for the shares on the sale ordisposition thereof shall constitute a good title to such shares and the personto whom the shares are sold shall be registered as the holder of such sharesand shall not be bound to see as to the application of the purchase money norshall his title to such shares be affected by any irregularity or invalidity inthe proceedings in reference to such forfeiture sale or disposition.55. Validity of sale under Articles of forfeited sharesUpon any sale after forfeiture or for enforcing a lien inpurported exercise of the powers herein before given the board may appointsome person to execute an instrument of transfer of the shares sold and causethe purchasers name to be entered in the Register of Members in respect of theshares sold and the purchaser shall not be bound to see the regularity of theproceedings or to the application of the purchase money and after his namehas been entered in the Register in respect of such shares the validity of thesale shall not be impeached by any person and the remedy of any personaggrieved by the sale shall be in damages

			only and against the Companyexclusively.56. Cancellation of Share Certificates in respect offorfeited sharesUpon any sale re-allotment or other disposal under theprovisions of the preceding Articles the certificate or certificatesoriginally issued in respect of the relative shares shall (unless the sameshall on demand by the Company have been (previously) surrendered to it by thedefaulting member) stand cancelled and become null and void and of no effectand the Directors shall be entitled to issue a duplicate certificate orcertificates in respect of the said shares to the person or persons entitled thereto.57. Power to annul forfeiture The Board may at any time before any share so forfeitedshall have been sold re-allotted or otherwise disposed of annul theforfeiture thereof upon such terms and conditions as it thinks fit.
			Alteration of capital
☐	☑	35	• 58. Alteration of Share Capital The company may from time to time by ordinary resolutionincrease the share capital by such sum to be divided into shares of suchamount as may be specified in the resolution.Subject to the provisions of section 61 the company may byordinary resolution the Company may from time to time--(a) consolidate and divide all or any of its share capitalinto shares of larger amount than its existing shares(b) convert all or any of its fully paid-up shares intostock and reconvert that stock into fully paid-up shares of any denomination(c) Sub-divide its shares or any of them into shares ofsmaller amount than is fixed by the memorandum so however that in thesub-division the proportion between the amount paid and the amount if anyunpaid on each reduced share shall be the same as it was in the case of theshare from which the reduced share is derived.(d) Cancel any shares which as the date of the passing ofthe resolution have not been taken or agreed to be taken by any person anddiminish the amount of its share capital by the amount of the shares socancelled.The resolution whereby any share is sub-divided maydetermine that as between the holders of the shares resulting from suchsub-division one or more of such shares shall have some preference or specialadvantage as regards dividend capital voting or otherwise over or as comparedwith the others or other subject to the provisions of the Act. Subject to the provisions of Sections 66 of the Act theBoard may accept from any member the surrender on such terms and conditions asshall be agreed of all or any of his shares.The company may by special resolution reduce in any mannerand with and subject to any incident authorised and consent required by law--(a) its share capital(b) any capital redemption reserve account or (c) any share premium account.
☐	☑	36	•
☐	☑	37	•
☐	☑	38	•
			Capitalisation of profits
☐	☑		• 59. Capitalization of Profits(1) Any General Meeting of the Company may resolve that anyamounts standing to the credit of the Free Reserve or Share Premium Account

	39	orthe Capital Redemption Reserve Account or any moneys investment or otherassets forming part of the undivided profits including profits or surplusmoneys arising from the realization and (when permitted by the law) from theappreciation in value of any capital assets of the Company standing to thecredit of the General Reserve or any other Reserve or Reserve Fund or any otherFund of the Company or in the hands of the Company and available for dividendbe capitalized-(a) by the issue and distribution of shares as fullypaid-up and to the extent permitted by the Act debentures debenture stockbonds or other obligations of the Company or(b) by crediting share of the Company which may have beenissued and are not fully paid-up with the whole or any part of the sumremaining unpaid thereonPROVIDED that any amounts standing to the credit of theShare Premium Account or the Capital Redemption Reserve Account shall beapplied only in crediting the payment of capital on shares to be issued toMembers as fully paid bonus shares (Further capitalization of reserve createdby the revaluation of assets are not to be used for issuance of Bonus Shares asper section 63 of the Act).(2) Such issue and distribution under sub-clause (1) (a) ofthis Article and payment to the credit of unpaid share capital under sub-clause(1) (b) of this Article shall be made among and in favour of the Members or anyclass of them or any of them entitled thereto and in accordance with theirrespective rights and interests and in proportion to the amount of capitalpaid-up on the shares held by them respectively in respect of which suchdistribution or payment shall be made on the footing that such Members becomeentitled thereto as capital.(3) The Directors shall give effect to any such resolutionand for the said purpose the Board may settle any difficulty which may arise inregard to distribution as it thinks expedient including in regard to fractionalentitlements and shall apply such profits General Reserve other Reserve orany other Fund or account as aforesaid as may be required for the purpose ofmaking payment in full on the shares or other obligations of the Company sodistributed under sub clause (1) (a) of this Article or (as the case may be)for the purpose of paying in whole or in part the amount remaining unpaid onthe shares which may have been issued and are not fully paid-up undersub-clause (1)(b) above.PROVIDED that no such distribution or payment shall be madeunless recommended by the Directors and if so recommended such distributionand payment shall be accepted by such Members as aforesaid in full satisfactionof their interest in the said capitalized fund.(4) For the purpose of giving effect to any such resolutionthe Directors may settle any difficulty which may arise in regard to thedistribution or payment as aforesaid as they think expedient and inparticular they may issue fractional certificates and may fix the value fordistribution of any specific asset and may determine that any cash payment bemade to any Members on the footing of the value so fixed and may vest any suchcash shares debentures stock bonds or other obligations in trustees uponsuch trusts for the persons entitled thereto as may seem expedient to thedirectors and generally may make arrangement for the acceptance allotment andsale of such shares debentures debentures stock bonds or other obligationsand fractional certificates or otherwise as

			they may think fit.(5) When deemed requisite anyother contract shall be filedin accordance with the Act and the Board may appoint any person to sign suchcontract on behalf of the Members entitled as aforesaid. Subject to the provisions of the Act and these Articles incases where some of the shares of the Company are fully paid and others arepartly paid such capitalization may be effected by the distribution of furthershares in respect of the fully paid shares and by crediting the partly paidshares with the whole or part of the unpaid liability thereon but so that asbetween the holders of the fully paid shares and the partly paid shares thesums so applied in the payment of such further shares and in the extinguishmentor diminution of the liability on the partly paid shares shall be applied prorata in proportion to the amount then already paid or credited as paid on theexisting fully paid and partly paid shares respectively.
☐	☑	40	•
			Buy-back of shares
☐	☑	41	• 60. Buy Back of Shares Notwithstanding anything contained in these articles butsubject to the provisions of sections 68 to 70 and any other applicableprovision of the Act or any other law for the time being in force the companymay purchase its own shares or other specified securities.
			General meetings
☐	☑	42	• 61. Annual General Meeting The Company shall in each year hold a General Meeting as itsAnnual General Meeting in addition to any other meeting in that year. AllGeneral Meetings other than Annual General Meetings shall be calledExtraordinary General Meetings. If for any reason beyond the control of theBoard the general meeting (including an Annual General meeting) cannot be heldon the appointed day the Board shall have power to postpone the Generalmeeting of which a notice should be given to the members. Every member of theCompany shall be entitled to attend either in person or by proxy and theAuditor of the Company shall have the right to attend and to be heard at anyGeneral Meeting which he attends on any part of the business which concerns himas Auditor.
☐	☑		• 62. Extraordinary General MeetingThe Board may whenever it thinks fit call an ExtraordinaryGeneral Meeting of the Company. The Board shall at the requisition inwriting by a Member or Members holding in the aggregate not less than one-tenthof such of the paid-up capital of the company on that date and carries theright of voting in regard to the matter in respect of which the requisition hasbeen made.63. Requisition of Members to state object of MeetingAny valid requisition so made by Members must state theobject or objects of the meeting proposed to be called and must be signed bythe requisitionists and deposited at the registered office of the company.PROVIDED that such requisition may consist of several documents in like formeach signed by one or more requisitionists.64. On receipt of requisition Directors to call meeting andin default requisitionists may do so Upon the receipt of any such requisition the Board shallforthwith call an Extraordinary General Meeting and if they do not proceedwithin twenty-

		43	one days from the date of the requisition being deposited at theRegistered Office to cause a meeting to be called on a day not later thanforty-five days from the date of deposit of the requisition therequisitionists or such of their number as represent either a majority invalue of the paid-up share capital held by all of them or one-tenth of such ofthe paid-up share capital of the Company as is referred to in Section 100(2) ofthe Act whichever is less may themselves call the meeting but in eithercase any meeting so called shall be held within three months from the date ofthe deposit of the requisition as aforesaid.65. Meeting called by requisitionistsAny meeting called under the foregoing Articles by therequisitionists shall be called in the same manner as nearly as possible asthat in which meetings are to be called by the Board.66. Twenty-one days notice of meeting to be givenA general meeting of a Company may be called by giving notless than clear twenty-one days notice either in writing or through electronicmode in such a manner as may be prescribed Every notice of a meeting shallspecify the place date day and the hour of meeting and shall containstatement of the business to be transacted at such meeting. And The notice ofevery meeting shall be given to every member of the Company LegalRepresentative of any deceased member or the assignee of an insolvent member auditoror auditors of the Company and every director of the Company and all suchpersons as are under these Articles entitled to receive notice from the CompanyProvided that a general meeting may be called aftergiving shorter notice than that specified in this sub-section if consent inwriting or by electronic mode is accorded thereto (i) in the case of an annual general meeting by not lessthan ninty-fiveper cent. of the members entitled to vote thereat and(ii) in the case of any other general meeting by members ofthe company(a) holding if the company has a share capital majority innumberof members entitled to vote and who represent not less thanninety-fiveper cent. of such part of the paid-up share capital of thecompany as givesa right to vote at the meeting or(b) having if the company has no share capital not lessthanninty-five per cent. of the total voting power exercisableat that meeting Provided further that where any member of a company isentitled to vote only on some resolution or resolutions to be moved at ameeting and not on the others those members shall be taken into account forthe purposes of this sub-section in respect of the former resolution orresolutions and not in respect of the latter..
			Proceedings at general meetings
☐	☑		• 67. Business to be transacted at the General Meeting andnature thereof In the case of an AnnualGeneral Meeting all business to be transacted thereat shall be deemed specialother than (i) the consideration of the financial statements and the reports ofthe Board of Directors and Auditors (ii) the declaration of any dividend(iii) the appointment of Directors in place of those retiring (iv) theappointment of and the fixing of the remuneration of the Auditors and in thecase of any other meeting all business shall be deemed to be Special Businessand there shall be annexed to the notice of the Meeting an Explanatorystatement setting out all material facts concerning each such item of specialbusiness including in particular the nature of the concern or

		44	interestfinancial or otherwise if any therein of (i) every Director and the Manager(if any) (ii) every other key managerial personnel and relatives of thepersons mentioned in sub clauses (i) and (ii). Where any such item of SpecialBusiness relates to or affects any other company the extent of shareholdinginterest in such other company of every promoter director and the manager ifany and of every other key managerial personnel of the Company shall also beset out in the statement if the extent of such shareholding interest is notless than two per cent of the paid-up share capital of that other company andwhere any item of business consists of the according of approval to anydocuments by the meeting the time and place where the document can beinspected shall be specified in the statement aforesaid. The annual generalmeeting shall be called during business hours on any day that is not a NationalHoliday and it is to be held either at the registered office of the company orat some other place within the city in which the registered office of thecompany is situate.
☐	☑	45	• 68. Omission to give notice not to invalidate a resolutionpassed The accidental omission to give any such notice as aforesaidto any of the Members or the non-receipt thereof shall not invalidate anyresolution passed at any such meeting.
☐	☑	46	• 69. Meeting not to transact business not mentioned in notice No General Meeting Annual or Extraordinary shall becompetent to enter upon discuss or transact any business which has not beenmentioned in the notice or notices upon which it was convened.
☐	☑	47	• 70. Body Corporate deemed to be personally present A body corporate being a Member shall be deemed to bepersonally present if it is represented in accordance with Section 113 of theAct.
☐	☑		• 71. Quorum at General MeetingNo business shall be transacted at any general meetingunless a quorum of members is present at the time when the meeting proceeds tobusiness.Save as otherwise provided herein the quorum for thegeneral meetings shall be as provided in section 103 of the Companies Act 201372. If quorum not present meeting to be dissolved oradjourned If at the expiration of half anhour from the time appointed for holding a general meeting of the Company aquorum is not present the meeting if convened by or upon the requisition ofMembers shall stand dissolved but in any other case the meeting shall standadjourned to the same day in the next week or if that day is a public holidayuntil the next succeeding day which is not a public holiday at the same timeand place or to such other day and at such other time place as the Boardmay determine and if at such adjourned meeting a quorum is not present at theexpiration of half an hour from the time appointed for holding the meeting theMembers present shall form the quorum and may transact the business for whichthe meeting was called.73. Chairman of General MeetingThe Chairman of the Board shall be entitled to take theChair at every General Meeting whether Annual or Extraordinary. If at anymeeting the Chairman is not present within fifteen minutes of the timeappointed for holding such meeting or he has informed that he shall be unableor unwilling to take the Chair then any one of

		48	directors with mutual consentshall so preside at the meeting. If no Director be present or if all theDirectors present decline to take the Chair then the Members present shall electone of the members to be the Chairman of the Meeting74. No Business whilst chair vacantNo business shall be discussed at any General Meeting exceptthe election of a Chairman whilst the Chair is vacant.75. Chairman with consent may adjourn meetingThe Chairman with the consent of the Members may adjournany meeting from time to time and from place to place within the city town orvillage in which the Registered Office of the Company is situated but nobusiness shall be transacted at any adjourned meeting other than the businessleft unfinished at the meeting from which the adjournment took place.Notwithstanding the provision as above in the event of disorder at a validlyconvened meeting the Chairman may adjourn the meeting provided that such anadjournment shall not be a longer period than the Chairman considers necessaryto being order at the meeting and Chairman communicates his decision to thosepresent in so far as it is possible.76. Questions at General Meeting how DecidedEvery question submitted to a meeting shall be decided inthe first instance unless a poll is demanded on a show of hands. Before or onthe declaration of the result of the voting on any resolution on a show ofhands a poll may be ordered to be taken by the Chairman of the meeting on hisown motion and shall be ordered to be taken by him on a demand made in thatbehalf by any member or members present in person or by proxy and holdingshares in the Company which confer a power to vote on the resolution not beingless than one-tenth of the total voting power in respect of the Resolution oron which an aggregate sum of not less than five lakh rupees has been paid up.The demand for a poll may be withdrawn at any time by the person or personsmaking the demand. Unless a poll is so demanded a declaration by the Chairmanthat a resolution has on show of hands been carried through unanimously or bya particular majority or lost and an entry to that effect in the Minutes Bookof the Company shall be conclusive evidence of the fact without proof of thenumber or proportion of the votes recorded in favour of or against theresolution.77. Chairmans Casting VoteIn the case of an equality of votes the Chairman shall havea casting vote in addition to the vote or votes to which he may be entitledotherwise.78. Poll to be taken if demandedIf a poll is demanded as aforesaid the same shall be takenat such time (not later than forty-eight hours from the time when the demandwas made) and place in the city or town in which the Registered office of theCompany is for the time being situated as the Chairman shall direct either atonce or after an interval or adjournment and the result of the poll shall bedeemed to be the resolution of the meeting.79. In which case poll taken without AdjournmentAny poll duly demanded on the election of the Chairman of ameeting or on any question of adjournment shall be taken at the meetingforthwith.80. Demand for poll not to prevent transaction of otherbusiness The demand for a poll except on the questions of theelection of the Chairman and of an adjournment shall not prevent thecontinuance of a meeting for the transaction of any business other than thequestion on which the poll has been demanded.81.

			Minutes of General Meetings(a) The Company shall cause minutes of the proceedings of every General Meeting or everyresolution passed by postal ballot to be kept by making within thirty days ofthe conclusion of every such meeting concerned record thereof kept with MinuteBook for that purpose with their pages consecutively numbered.(b) Each page of every such book shall be initialed orsigned and the last page of the record of proceedings of each meeting in suchbook shall be dated and signed by the Chairman of the same meeting within theaforesaid period of thirty days or in the event of the death or inability ofthat Chairman within that period by a Director duly authorised by the Boardfor the purpose.(c) In no case the minutes of proceedings of a meeting shallbe attached to any such book as aforesaid by pasting or otherwise.(d) The minutes of each meeting shall contain a fair andcorrect summary of the proceedings thereat.(e) All decisions taken and appointments of officers made atany meeting aforesaid shall be included in the minutes of the meeting.(f) Nothing herein contained shall require or be deemed torequire the inclusion in any such minutes of any matter which in the opinion ofthe Chairman of the meeting (a) is or could reasonably be regarded asdefamatory of any person or (b) is irrelevant or immaterial to theproceedings or (c) is detrimental to the interests of the Company. TheChairman of the meeting shall exercise an absolute discretion in regard to theinclusion or non-inclusion of any matter in the minutes on the aforesaidgrounds.(g) Any such minutes shall be evidence of the proceedingsrecorded therein. Where the minutes have been kept in accordance with sectionthen until the contrary is proved the meeting shall be deemed to have beenduly called and held all appointmentsof directors key managerial personnel auditors or company secretary inpractice shall be deemed to be valid. No document purporting to be a report ofthe proceedings of any general meeting of a company shall be circulated oradvertised at the expense of the company unless it includes the mattersrequired to be contained in the minutes of the proceedings of such meeting. Thecompany shall observe secretarial standards with respect to general and Boardmeetings specified by the Institute of Company Secretaries of India constitutedunder section 3 of the Company Secretaries Act 1980 and approved as such bythe Central Government. (h) The book containing the minutes of the proceedings ofany general meeting of the Company or of a resolution passed by postal ballotshall be kept at the registered office of the Company and shall be open duringbusiness hours to the inspection by any member without any charge for suchperiod not being less than two hours in each business day are allowed forinspection.
			Adjournment of meeting
☐	☑	49	• 82. Adjournment of Meeting (i) The Chairperson may with the consent of any meeting atwhich a quorum is present and shall if so directed by the meeting adjournthe meeting from time to time and from place to place.(ii) No business shall be transacted at any adjournedmeeting other than the business left unfinished at the meeting from which theadjournment took place. (iii) When a meeting is adjourned for thirty days or

			morenotice of the adjourned meeting shall be given as in the case of an originalmeeting. (iv) Save as aforesaid and as provided in section 103 ofthe Act it shall not be necessary to give any notice of an adjournment or ofthe business to be transacted at an adjourned meeting.
			Voting rights
☐	☑	50	• 83. Members in arrears not to vote No member shall be entitled to vote either personally or byproxy at any General Meeting or Meeting of a class of shareholders either upona show of hands or upon a poll in respect of any shares registered in his nameon which any calls or other sums presently payable by him have not been paid orin regard to which the Company has exercised any right of lien.
☐	☑	51	• 84. Number of votes to which Member Entitled Subject to the provisions of these Articles and withoutprejudice to any special privileges or restrictions as to voting for the timebeing attached to any class of shares for the time being forming part of thecapital of the Company every Member shall be entitled to be present and tospeak and vote at such meeting by show of hand for which the Member present inperson shall have one vote. On a poll taken at a meeting of a company a memberentitled to more than one vote or his proxy need not to use all his votes orcast in the same way all the votes he uses.
☐	☑	52	• 85. Votes by a Member entitled to more than one vote On a poll taken at a meeting of the Company a Memberentitled to more than one vote by virtue of his share-holding or his proxy orother person entitled to vote for him as the case may be need not if hevotes use all his votes or cast in the same way all the votes he uses and hemay vote in different manner as he deems fit.
☐	☑	53	• 86. Vote of Member who is a minor If any shareholder be a minor the vote in respect of hisshare or shares shall be by his guardian or any one of his guardians if morethan one to be selected in case of dispute by the Chairman of the meeting.
☐	☑	54	• 87. Votes of Joint Members If there be joint registered holders of any shares the voteof the senior who tenders a vote whether in person or by proxy shall beaccepted to the exclusion of the votes of the other joint holders. For thispurpose seniority shall be determined by the order in which the names stand inthe register of members.
☐	☑	55	• 88. Voting in person or by proxy or Representative Subject to the provisions of these Articles votes may begiven either personally or by proxy. A body corporate being a Member may voteeither by proxy or by a representative duly authorised in accordance withSection 113 of the Act and such representative shall be entitled to exercisethe same rights and powers (including the right to vote by proxy) and by postalballot on behalf of the body corporate which he represents as that body couldexercise if it were an individual Member of the Company.
☐	☑		• 89. Votes in respect of shares of DeceasedAny person entitled under the Transmission Clause totransfer any shares may vote at any General Meeting in respect thereof in thesame manner as if he were the registered

		56	holder of such shares. PROVIDED thatforty-eight hours at least before the time of holding the meeting or adjournedmeeting as the case may be at which he proposes to vote he shall satisfy theChairman of his right to transfer such shares and give such indemnity (if any)as the Chairman may require or the Chairman shall have previously admitted hisright to vote at such meeting in respect thereof.90. Time for objection to voteNo objection shall be made to the validity of any voteexcept at the meeting or poll at which such vote was tendered and every votewhether given personally or by proxy not disallowed at such meeting or pollshall be deemed valid for purposes of such meeting or poll whatsoever.91. Chairman of the meeting to be the judge of the validityof any Vote The Chairman of any meeting shall be the sole judge of thevalidity of every vote tendered at such meeting. The Chairman present at thetaking of a poll shall be the sole judge of the validity of every vote tenderedat such poll.
			Proxy
☐	☑	57	• 92. Appointment of proxy A person can act as proxy on behalfof members not exceeding fifty and holding in the aggregate not more than tenpercent of the total share capital of the company carrying voting rightsProvided that a member holding more than ten percent of thetotal share capital of the Company carrying voting rights may appoint a singleperson as proxy and such person shall not act as proxy for any other person orshareholder. Every proxy shall be appointed in writing under the hand ofthe Member or if such Member is a body corporate under the common seal of suchcorporation or be signed by an appointer or his attorney duly authorised inwriting. The proxy so appointed shall not have any right to speak at themeetings.
☐	☑	58	• 93. Deposit of instrument of Proxy etc. The instrument appointing a proxy and the power of attorneyor other authority (if any) under which it is signed or a notarized copy ofthat power or authority shall be deposited at the Registered Office of theCompany not later than forty-eight hours before the time for holding themeeting at which the person named in the instrument proposes to vote and indefault the instrument of proxy shall not be treated as valid. No instrumentappointing a proxy shall be valid after the expiration of twelve months fromthe date of its execution.
☐	☑	59	• 94. Form of proxy An instrument appointing a proxy shall be in the form No.MGT-11 as prescribed in the rules made under section 105 of the Companies Act2013 95. Proxy either for specified meeting or for a period An instrument of proxy may appoint a proxy either for thepurpose of a particular meeting specified in the instrument and any adjournmentthereof or it may appoint for the purpose of every meeting of the Company orof every meeting to be held before a date specified in the instrument and everyadjournment of any such meeting. 96. Validity of votes given by proxy notwithstanding deathof Member A vote given in accordance with the terms of an instrumentof proxy shall be valid notwithstanding the previous death or insanity of theprincipal or the revocation of the proxy or of the authority under which theproxy was executed or the

			transfer of the shares in respect of which the proxy is given. Provided that no intimation in writing of such deathinsanity revocation or transfer shall have been received by the company at itsoffice before the commencement of the meeting or adjourned meeting at which theproxy is used.
			Board of Directors
☐	☑	60	• 97. Management of Affairs The day to day management of the business and affairs of theCompany shall be vested with Project-in-charge under the supervision direction control of the Board. The Board may exercise all such powers of theCompany and do all such acts deeds and things as are not prohibited by the Actor any other statute or by the Memorandum of Association of the Company andwithout prejudice to the foregoing shall be responsible for all policy mattersand the supervision direction and control of the conduct of the businessaffairs operations of the Company.
☐	☑	61	• 98. First Directors Shri Neeraj Singh Shri Sachin Shukla and Shri Rishab Jain shall be the First Directors of the Company.
☐	☑		• 99. Number and appointment of DirectorsThe Board of Directors of the Company shall consist of notless than 3 but not more than 15 Directors. A Director shall not be required tohold any qualification shares in the Company.Notwithstanding anything to the contrary contained in theseArticles so long as any moneys remain owing by the Company to a FinancialInstitution or any other person by the Company or the Company has entered intoany agreement or undertaking or arrangement (hereinafter refer as agreement)with Bodies (like State Electricity BoardNigam) or the Board of Directors havedecided to seek nomination on the Board from the beneficiary state or anyFinancial Institution or PFC Consulting Limited or person holds Debentures inthe Company by direct subscription or private placement the Company may agreeto grant to such Financial Institution PFC Consulting Limited person or otherBodies as a condition of such loan or subscription to Debenture or any otheragreement or to a Debenture Trustee the right to appoint from time to time anyperson or persons as Director or Directors of the Company (which director ordirectors is are hereinafter referred to as Nominee Directors) retiring ornon-retiring subject to and on such terms and conditions as the Company mayagree with such Financial Institutions PFC Consulting Limited Person otherBodies andor Debenture Trustee. The Company shall have a right to remove fromoffice Nominee Director(s) at the option of the Company in consultation withFinancial Institutions PFC Consulting Limited Bodies persons or DebentureTrustee.Such Nominee Director(s) shall not be required to hold anyShare qualification in the Company. Also at the option of the Company suchNominee Director(s) shall not be liable to retirement by rotation of theDirectors. Subject as aforesaid the Nominee Director(s) shall be entitled tothe same rights and privileges and be subject to the same obligations as anyother Director of the Company. The Nominee Director(s) so appointed shall hold the saidoffice only so long as moneys remain owing by the Company to the FinancialInstitution or so long as the

		62	Debenture Trustee hold debenture in the Company's operation of agreement and the Nominee Directors so appointed in theexercise of the said person shall ipso facto vacate such office immediately themoney owing by the Company to the Financial Institution or on the DebentureTrustee ceasing to hold Debentures Shares on the satisfaction of liability ofthe Company arising out of any Guarantee furnished by the FinancialInstitutions or satisfactory completion of term of agreement with Bodies. The Nominee Director(s) appointed under this article shallbe entitled to receive all notice of and attend all General meeting BoardMeeting and of the meetings of the Committee of which the Nominee Director(s)isare member(s) as also the minutes of meetings. The financialinstitutionsDebenture Trusteepersonsbodies shall also be entitled to receiveall such notice and minutes.The Company shall pay to the Nominee Director(s) sittingfees and expenses which other Director of the Company are entitled but if anyother fees commission remuneration in any form is payable to the Director ofthe Company the fees commission money and remuneration in relation to suchNominee Director(s) shall accrued to Debenture Trustee and same shallaccordingly be paid by the Company directly to the debenture trustee. Anyexpenses that may incurred by the financial institution or such Nominee Director(s)in connection with their appointment or Directorship shall also be paid orreimbursed by the Company to the financial Institution or as the case may be tosuch Nominee Director(s).Provided that if any such Nominee Director(s) isare anofficer of the Financial Institution the sitting fees in relation to suchNominee Director(s) shall also accrue to the Financial Institute and the sameshall accordingly be paid by the Company directly to that FinancialInstitution.Provided further that if such Nominee Director(s) isare anofficial of any of the Reserve Bank of India the sitting fees in relation tosuch Nominee Director(s) shall also accrue to Financial Institution to whom herepresents as Nominee Director from Reserve Bank of India and the same shallaccordingly be paid by the Company directly to that Financial Institution. Provided also that in the event of the Nominee Director(s)being appointed as Whole Time Director(s) such Nominee Director(s) shallexercise such powers and duties as may be approved by the Lenders or Bodies inconsultation with Board and have such rights as are usually exercised oravailable to a Whole Time Director in management of the Borrower or Bodies andsuch Nominee Director(s) shall be entitled to receive such remuneration feescommission and moneys as may be approved by the Lenders or Bodies in consultationwith Board.
☐	☑	63	• 100. Company may increase the number of DirectorsSubject to Section 149 of the Act the Company may subjectto special resolution in General Meeting increase the maximum number ofDirectors. Further the Company may subject to the provisions ofSection 169 of the Act by passing the ordinary resolution in the GeneralMeeting of the members may remove any Director before the expiration of hisperiod of office and appoint another person in the place of director soremoved.

☐	☑	64	• 101. Appointment of Alternate Directors In accordance with Section 161 and other applicableprovisions (if any) of the Act the Board shall have power at any time and fromtime to time to appoint a person not being a person holding any alternatedirectorship for any other Director in the Company to act as an alternatedirector for a director (hereinafter called the original Director) during hisabsence for a period of not less than three months from India.
☐	☑	65	• 102. Directors power to fill up casual Vacancies Casual vacancies among Directors may be filled by the Boardof Directors at their meeting and any person so appointed shall hold the officeas per the provision of section 161.
☐	☑		• 103. Appointment of Additional DirectorSubject to the provisions of Section 161 and otherapplicable provisions (if any) of the Act the Board shall have power at anytime and from time to time to appoint a person as an Additional Director butso that the total number of Directors shall not at any time exceed the maximumnumber fixed by these Articles. The Additional Director so appointed shallretire from Office at next following Annual General Meeting but shall beeligible for election by the company at that meeting as a Director.104. Directors may act notwithstanding any vacancyThe continuing Directors may act notwithstanding any vacancyin their body but if and so long as their number is reduced below the minimumnumber fixed by Article 100 thereof the continuing Directors may act for thepurpose of increasing the number of Directors to that number or of summoning aGeneral Meeting for that purpose.105. Remuneration of DirectorsSubject to the provisions of the Act the Chairman orManaging Director or any other functional Directors who isare in thewhole-time employment of the Company may be paid remuneration either by way ofa monthly payment or at a specified percentage of the net profit of the Companyor partly by one way and partly by the other keeping in view the limitingprovisions governing the Managerial remuneration under the provisions of theAct.Subject to the provisions of the Act a Director who isneither in the whole-time employment nor a Chairman cum Managing Director ofthe Company may be paid remuneration either-(a) by way of monthly quarterly or annual payment with theapproval of the Central Government or(b) by way of commission if the Company by a specialresolution authorizes such payment andThe sitting fee payable to a Director (excluding Whole-timeDirector) for attending a meeting of the Board or Committee thereof shall besuch sum as may be fixed by the Board provided that the same shall not exceedRs. 100000- or such other sum as prescribed in the Act as amended from timeto time.Travelling expenses incurred by Director going out onCompanys BusinessThe Board may allow and pay to any Director who is not abona-fide resident of the place where the Registered Office of the Company orwhere the meetings of the Board are actually held and who has to come to suchplace for the purpose of attending any meeting such sum as the Board mayconsider fair compensation for travelling boarding lodging and other actualincidental expenses in addition to his fee for attending such meeting asspecified above. If any Director be called upon to go or reside out of thebonafide

		66	place of his residence on the Companys business he shall be entitledto be paid and reimbursed any travelling or other actual expenses incurred byhim in connection with the business of the Company.106. When office of Directors to become Vacant Subject to Section 167 of the Act the office of a Directorshall become vacant if-(a) he incurs any of the disqualifications specified insection 164 under the act(b) he absents himself from all the meetings of the Board ofDirectors held during a period of twelve months with or without seeking leaveof absence of the Board(c) he acts in contravention of the provisions of enteringinto contracts or arrangements in which he is directly or indirectlyinterested(d) he fails to disclose his interest in any contract orarrangement in which he is directly or indirectly interested(e) he becomes disqualified by an order of a court or theTribunal(f) he is convicted by a court of any offence whetherinvolving moral turpitude or otherwise and sentenced in respect thereof toimprisonment for not less than six monthsProvided that the office shall be vacated by the directoreven if he has filed an appeal against the order of such court(g) he is removed inpursuance of the provisions of this Act(h) he having been appointed a director by virtue of hisholding any office or other employment in the holding subsidiary or associatecompany ceases to hold such office or other employment in that company.107. Directors may contract with CompanyExcept with the consent of the Board of Directors given by aresolution at a meeting of the Board and subject to such conditions the company shall not enter into any contract orarrangement with a related party with respect to(a) sale purchase or supply of any goods or materials(b) selling or otherwise disposing of or buying propertyof any kind(c) leasing of property of any kind(d) availing or rendering of any services(e) appointment of any agent for purchase or sale of goodsmaterials services or property(f) such related partys appointment to any office or placeof profit in the company its subsidiary company or associate company (g) underwriting the subscription of any securities orderivatives thereof of the company.Every contract or arrangement entered as related partytransaction shall be referred in the Boards report to the shareholders alongwith the justification for entering into such contract or arrangement.108. Disclosure of interest by Directors 1) Every Director of the Company who is in any way whetherdirectly or indirectly concerned or interested in a contract or arrangementor proposed by Directors interested in a contract or arrangement or proposedcontract or arrangement entered into or to be entered into by or on behalf ofthe Company shall disclose the nature of his concern or interest at everyfinancial year or whenever there is change in the disclosure of interest.(2) Nothing in sub-clause (1) of this Article shall apply toany contract or arrangement entered into or to be entered into between theCompany and any other company where any of the Directors of the Company or twoor more of the Directors together holds or hold not more than two per cent ofthe paid-up share capital in the other company109. Interested Directors not to participate or vote inBoards proceedingsAn interested director who is in any way whether byhimself or through any of his relatives or firm body corporate or otherassociation of individuals in which he or any of his

			relatives is a partnerdirector or a member interested in a contract or arrangement or proposedcontract or arrangement entered into or to be entered into by or on behalf ofa company shall take any part in the discussion of or vote on any contractor arrangement entered into or to be entered into by or on behalf of the Companyif he is in any way whether directly or indirectly concerned or interested insuch contract or arrangement nor shall his presence count for the purpose offorming a quorum at the time of any such discussion or vote and if he doesvote his vote shall be void.A contract or arrangement entered into by the companywithout disclosure or with participation by a director who is concerned orinterested in any way directly or indirectly in the contract or arrangementshall be voidable at the option of the company.110. Register of Contracts in which Directors are interestedThe company shall keep registers in accordance with Section189(1) giving separately the particulars of all contracts or arrangements towhich to matter of disclosure of interest by directors and related partytransaction applies in such manner and containing such particulars as may beprescribed and after entering the particulars such registers shall be placedbefore the next meeting of the Board and signed by all the directors present atthe meeting and shall within thirty days of appointment make such disclosure asare necessary for the purpose of same.The Register shall be kept at the Registered office of theCompany and shall be open to inspection at such office shall be open forinspection at such office during business hours and extracts may be taken therefrom and copies thereof as may be required by any member of the company shallbe furnished by the company to such extent in such manner and on payment ofsame fee as in the case of the Register of Members of the Company.111. Director may be Director of companies promoted by theCompanyA Director may become a Director of any other companypromoted by the Company or in which it may be interested as a vendorshareholder or otherwise and no such Director shall be accountable for anybenefits received as Director or shareholder of such a company except in so faras Section 188 of the Act may be applicable.112. Register of Directors and key managerial personnel and their Shareholding The Company shall keep at its registered office a Registercontaining such particulars of its Directors and key managerial personnelManager as may be prescribed under Section 170 of the Act and shall comply withthe provisions of the said Section in all respects. The register shall includethe details of securities held by each of them in the company or its holdingsubsidiary subsidiary of companys holding company or associate companies.
			Proceedings of the Board
☐	☑	67	• 113. Meetings of Directors The Directors may meet together as a Board for the dispatchof business from time to time so that at least four such meetings shall beheld in every year in such a manner that not more than one hundred and twentydays shall intervene between two consecutive meetings of the Board. TheDirectors may adjourn and regulate their meetings as they think fit.
☐	☑		• 114. Board may appoint Chairman All meetings of the Directors shall be presided over by theChairman if

			present but if at any meeting of the Directors the Chairman isnot present at the time appointed for holding the same then in that case theDirectors shall choose one of the Directors present to preside over themeeting.
☐	☑	69	• 115. Certain persons not to beappointed Chairman Managing Directors Functional DirectorTheCompany shall not appoint a person as its Chairman Managing Director or Whole-time Directorwho-(a) is an undischarged insolvent or had at any time beenadjudged an insolvent(b) is or has at any time been convicted by a Court of an offence involving moralturpitude.116. Notice of Directors MeetingA meeting of the Board shall be called by giving not lessthan seven days notice in writing to every director at his address registeredwith the company and such notice shall be sent by hand delivery or by post orby electronic means. Board may be called at shorter notice to transact urgentbusiness where at least one independent director if any shall be present. Every notice convening a meeting of the Board of Directorsshall set out the agenda of the business to be transacted thereat in sufficientdetail provided however that the meeting may consider any other business withthe permission of the chair.
☐	☑	70	• 117. When meeting to be convened The Company Secretary or any director of the Company may asand when directed by the Chairman to do so convene a meeting of the Board bygiving a notice in writing to every Director.
☐	☑	71	• 118. Quorum at Board Meeting No business shall be transacted at any Board meeting unlessa quorum of Board of Director is present at the time when the meeting proceedsto business. Save as otherwiseprovided herein the quorum for the Board meetings shall be as provided insection 174.
☐	☑	72	• 119. Questions at Board meetings how to be decided All questions arising at a Meeting of the Board or anycommittee thereof shall be decided by majority of votes of directors presentand in case of equality of votes the Chairperson shall have a second andcasting vote.
☐	☑	73	• 120. Committee of BoardSubject to the restrictions contained in Section 179 180and other applicable provisions of the Act and preceding Articles the Boardmay delegate any of its powers to Committees of the Board consisting of suchmember or members of its body as it may think fit. PROVIDED that the Board may from time to time revokemodify and discharge any such Committee of the Board either wholly or in part.Every Committee of the Board so formed shall in the exercise of the powers sodelegated conform to any Policyregulations that may from time to time belaid down by the Board. All acts done by any such Committee of the Board inconformity with such regulations and in fulfillment of the purposes of theirappointment shall have the like force and effect as if done by the Board
☐	☑	74	• 121. Meeting of Committee how to be Governed The meetings and proceedings of any such Committee of theBoard consisting of two or more members shall be governed by the provisions ofthe act and guidelines laid down for regulating the meetings and proceedings ofthe

			Directors so far as the same are applicable thereto and are not supersededby any regulations made by Directors under the last preceding Article.
☐	☑	75	• 122. Resolution by circulationNo resolution on matters shall be deemed to have been dulypassed by the Board or by a Committee thereof by circulation unless theresolution has been circulated in draft together with the necessary papers ifany to all the Directors or members ofthe Committee as the case may be at their addresses registered with thecompany in India by hand delivery or by post or by courier or through suchelectronic means as may be prescribed and has been approved by a majority ofthe directors or members who are entitled to vote on the resolution. Resolution passed in such circulation shallbe made part of the minutes of such meeting. Provided that where not less than one-third of the totalnumber of directors of the company for the time being require that anyresolution under circulation must be decided at a meeting the chairpersonshall put the resolution to be decided at a meeting of the Board.
☐	☑		• 123. Defects in appointment of Directors not to invalidateactions taken All acts done by anymeeting of the Board or by a Committee of the Board or by any person actingas a Director shall notwithstanding that it was subsequently noticed that therewas some defect in the appointment of such Director or persons acting as aforesaidor that they or any of them were disqualified or had vacated office or thatthe appointment of any of them had been terminated by virtue of any provisionscontained in the Act or these Articles be as valid as if every such person hadbeen duly appointed and was qualified to be a Director and had not vacated hisoffice or his appointment had not been terminated.124. Minutes of proceedings of meetings of the Board(a) The Company shall cause minutes of all proceedings ofevery meeting of the Board and committee thereof to be kept by making withinthirty days of the conclusion of every such meeting record thereof in MinuteBook kept for that purpose with their pages consecutively numbered.(b) Each page of every such book shall be initialed orsigned and the last page of the record of proceedings of each meeting in suchbook shall be dated and signed by the Chairman of the said meeting or theChairman of the next succeeding meeting.The minute books of the Board and committee meetings shallbe preserved permanently and kept in the custody of the company secretary ofthe company or any director duly authorized by the Board for the purpose andshall be kept in the registered office or such place as Board may decide. The minutes shall also contain-(i) the names of the Directors present at the meetingAnd(ii) in the case of each resolution passed at the meetingthe names of the Directors if any dissenting from or not concurring with theresolution.Nothing deemed torequire the inclusion in any such minutes of any matter which in the opinionof the Chairman of the meeting (i) is or could reasonably be regarded as defamatory ofany person.(ii) is irrelevant or immaterial to the proceedings or(iii) is detrimental to the interests of the Company. TheChairman shall exercise an absolute discretion in regard to the inclusion ornon-inclusion of any matter in the minutes on the grounds specified in thissub-clause.(c) Minutes of meetings kept

			in accordance with theaforesaid provisions shall be evidence of the proceedings recorded therein.125. Powers of BoardThe Board may exercise all such powers of the Company and doall such acts and things as it is entitled to do under section 179 of the Actand rules made thereunder or by the Memorandum or Articles of the Company butshall not decide matters required to be exercised or done by the Company inGeneral Meeting Subject to these Articles no regulation made by the Company inGeneral Meeting shall invalidate any prior act of the Board which would havebeen valid if that regulation had not been so made.Certain powers of the BoardWithout prejudice to the general powers conferred by the Actand preceding Article and so as not in any way to limit or restrict thosepowers and without prejudice to the other powers conferred by these Articlesand by General Body it is hereby declared that the Directors shall have thefollowing powers that is to say power-(1) to pay and chargeto the capital account of the Company any commission or interest lawfullypayable there out under the provisions of Sections 40 of the Act(2) Subject to Sections 179 and 180 of the Act to purchaseor otherwise acquire for the Company any property rights or privileges whichthe Company is authorised to acquire at or for such price or consideration andgenerally on such terms and conditions as they may think fit and in any suchpurchase or other acquisition to accept such title as the Directors may believeor may be advised to be reasonably satisfactory(3) At their discretion and subject to the provisions of theAct to pay for any property rights or privileges acquired by or servicesrendered to the Company either wholly or partially in cash or in sharesbonds debentures mortgages or other securities of the Company and any suchshares may be issued either as fully paid-up or with such amount credited aspaid-up thereon as may be agreed upon and any such bonds debenturesmortgages or other securities may be either specially charged upon all or anypart of the property of the Company and its uncalled capital or not so charged(4) To secure the fulfillment of any contract or engagemententered into by the Company in the normal course of business by mortgage orcharge any of the property of the Company and its uncalled capital for the timebeing or in such manner as they may think fit(5) To accept from any Member as far as may be permissibleby law a surrender of his shares or any part thereof on such terms andconditions as shall be agreed upon(6) To appoint any person to accept and hold in trust forthe Company any property belonging to the Company in which it is interestedor for any other purposes and to execute and do all such deeds and things asmay be required in relation to any such trust and to provide for theremuneration of such trust or trustees(7) To institute conduct defend compound or abandon anylegal proceedings by or against the Company or its officers or otherwiseconcerning the affairs of the Company and also to compound and allow time forpayment or satisfaction of any debts due and of any claim or demand by oragainst the Company and to refer any differences to arbitration and observeand execute any awards made thereon(8) To act on behalf of the Company in all matters relatingto bankruptcy and insolvency(9) To make and give receipts releases and otherdischarges for moneys payable to the Company and

		76	for the claims and demands ofthe Company(10) Subject to applicable provisions of the Act to investand deal with any moneys of the Company not immediately required for thepurposes thereof upon such security (not being shares of this Company) orwithout security and in such manner as they may think fit and from time totime to vary or realise such investments. Save as provided in Section 187 ofthe Act all investments shall be made and held in the Companys own name(11) To execute in the name and on behalf of the Companyin favour of any Director or other person who may incur or going to incur anypersonal liability whether as principal or surety for the benefit of theCompany such mortgages of the Companys property (present and future) as theythink fit and any such mortgage may contain a power of sale and such otherpowers provisions covenants as shall be agreed upon(12) To open account with any bank or banks and to determinefrom time to time who shall be entitled to sign on the Companys behalf billsnotes receipts acceptances endorsements cheques dividend warrantsreleases contracts and documents and to issue the necessary authority for suchpurpose(13) To distribute by way of bonus or commission amongst thestaff of the Company on the profits of any particular business or transactionand to charge such bonus or commission as part of the working expense of theCompany(14) To provide for the welfare of employees or ex-employeesof the Company and their families or connections of such persons by buildingor contributing to the building of houses dwellings or chawls or by grants ofmoney pension gratuities allowances bonus or other payments or bycreating and from time to time subscribing or contributing to provident andother funds associations institutions or trusts and by providing orsubscribing or contributing towards places of instrument and recreation hospitalsand dispensaries medical and other attendance and other assistance as theBoard shall think fit and to subscribe or contribute or otherwise to assist orto guarantee money to charitable benevolent religious scientific nationalor other institutions or objects which shall have any moral or other claim tosupport or aid by the Company either by reason of locality of operation or ofpublic and general utility or otherwise(15) Before recommending any dividend to set aside out ofthe profits of the Company such sums as they may think proper for depreciationor to a Depreciation Fund or to an Insurance Fund or as a Reserve Fund orSinking Fund or any Special Fund to meet contingencies or to repay debenturesor debenture stock or for special dividends or for equalizing dividends or forrepairing improving extending and maintaining any of the property of theCompany and for such other purposes (including the purposes referred to in thepreceding clause) as the Board may in their absolute discretion think conducive to the interestof the Company and subject to Section 179 of the Act to invest the severalsums so set aside or so much thereof as required to be invested upon suchinvestments (other than shares of the Company) as they may think fit and fromtime to time to deal with and vary such investments and dispose of and applyand expend all or any part thereof for the benefit of the Company in suchmanner and for such purposes as the Board in their absolute discretion thinkconducive to the interest of the Company

notwithstanding that the matters towhich the Board to apply or upon which they expend the same or any part thereofmay be matters to or upon which the capital moneys of the Company might rightlybe applied or expended and to divide the Reserve Fund or division or a reserveFund to another Reserve Fund or division of a Reserve Fund and with full powerto employ the assets constituting all or any of the above funds including theDepreciation Fund in the business of the Company or in the purchase orrepayment of Debentures or debenture stock and without being bound to keep thesame separate from the other assets and without being bound to pay interest onthe same with power however to the Board at their discretion to pay or allow tothe credit of such funds interest at such rate as the Board may think proper(16) To appoint and at their discretion remove or suspendsuch officers such as Executive Director general managers managerssecretaries assistants supervisors clerks agents and servants etc. forpermanent temporary or special services as they may from time to time thinkfit and to determine their powers and duties and fix their salaries oremoluments or remunerations and to require security in such instances and tosuch amounts as they may think fit. And also from time to time to provide for themanagement and transaction of the affairs of the Company in any specifiedlocality in India or abroad in such manner as they think fit and theprovisions contained in the following sub-clauses shall be without prejudice tothe general powers conferred by this sub clause(17) From time to time and at any time to establish anynumber of offices and establishment for properly managing the affairs of theCompany in any specified locality in India or elsewhere and to appoint stafffor such offices and to fix their remuneration(18) Subject to the provisions of the Act from time to timeand at any time to delegate to any such local Board or any member or membersthereof or any managers or agents so appointed or to any other person(s) any ofthe powers authorities and discretions for the time being vested in theBoard and to authorise the members for the time being of any such local Boardor any of them to fill up any vacancies therein and to act notwithstandingvacancies and any such appointment or delegation under the preceding and thissub-clause may be made on such terms and subject to such conditions as theBoard may think fit and the Board may at any time remove any person soappointed and may annul or vary any such delegation(19) At any time and from time to time by Power of Attorneyunder the Seal of the Company to appoint any person or persons to be theAttorney or Attorneys of the Company for such purposes and with such powersauthorities and discretions (not exceeding those vested in or exercisable bythe Board under these presents and excluding the power to make calls andexcluding also those which are to be exercised by the Board in its Meetings)and for such period and subject to such conditions as the Board may from timeto time think fit and any such appointment may (if the Board thinks fit) bemade in favour of the members or any of the members of any local Boardestablished as aforesaid or in favour of any company or the shareholdersdirectors nominees or managers or any company or firm or otherwise in favourof any persons whether appointed by name or designation by the Board and anysuch Power of Attorney

			may contain such powers for the protection orconvenience of such Attorney as the Board may think fit and Board mayspecifically bestow powers enabling any such delegate or attorneys tosub-delegate all or any of the powers authorities and discretions for the timebeing vested in them(20) Subject to Sections 188 of the Act for or in relationto any of the matters aforesaid or otherwise for the purposes of the Companyto enter into such negotiations and contracts and rescind and vary suchcontracts and execute and do all such acts deeds and things in the name and onbehalf of the Company as they may consider expedient(21) From time to time to make vary and repeal bye-laws forthe regulations of the business of the Company regulate employment of itsofficers and servants by making service Rules and Regulations(22) Maintain proper records at places as per provisions ofthe Act and where the Company has a branch office whether in or outside Indiathe Company shall be deemed to have complied with this Article if proper Booksof Account relating to the transactions effected at the branch office are keptat the branch office and proper summarized returns made up-to-date atintervals of not more than three months are sent by the branch office to theCompany at its Office or other place in India at which the Companys Books ofAccounts are kept as aforesaid (23) Ensure proper maintenance of the Books of Account whichshall give a true and fair view of the state of the affairs of the Company orbranch office as the case may be and explain its transactions. The Books ofAccount and other books and papers shall be open to inspection by any Directorduring business hours. PROVIDED that nothing in this Article shall be deemed togive validity to acts done by a Director after his appointment had been noticedby the Company to be invalid or to have terminated.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☑	77	• 126. CEO MANAGER CS AND CFOSubject to the provisions of the Act --(i) A chief executive officer manager company secretary orchief financial officer may be appointed by the Board for such term at suchremuneration and upon such conditions as it may thinks fit and any chiefexecutive officer manager company secretary or chief financial officer soappointed may be removed by means of a resolution of the Board(ii) A director may be appointed as chief executive officermanager company secretary or chief financial officer As per provisions of the Act or these regulations requiringor authorising a thing to be done by or to a director and chief executiveofficer manager company secretary or chief financial officer shall not besatisfied by its being done by or to the same person acting both as directorand as or in place of chief executive officer manager company secretary orchief financial officer.
☐	☑	78	•
			The Seal
☐	☑		• 127. The Seal its custody and useThe Board shall provide a Common Seal for the purpose of theCompany and shall have power from time to time to destroy the same andsubstitute a new Seal in lieu thereof and the Board shall provide for the safecustody of the Seal for the time

		79	being and the seal shall never be used exceptunder the authority of the Board or by Committee of the Board as authorised.128. Deeds how executedEvery deed or other instrument to which the Seal of theCompany is required to be affixed shall unless the same is executed by a dulyconstituted attorney issued under the seal be signed by two Directors or oneDirector and Secretary or some other person authorised by the Board for thepurpose PROVIDED that in respect of the Share Certificate the Sealshall be affixed in accordance with Article as mentioned above.
			Dividends and Reserve
☐	☑	80	• 129. Division of profits and dividends in proportion toamount paid- up(a) The profits of the Company subject to any specialrights relating thereto created or authorised to be created by these Articlesand subject to the provisions of these Articles shall be divisible among theMembers in proportion to the amount of capital paid-up or credited as paid-upon the shares held by them. (b) All dividends shall be apportioned and paidproportionately to the amounts paid or credited as paid on the shares heldduring any portion or portions of the period in respect of which the dividendis paid but if any share is issued on terms providing that it shall rank fordividend from a particular date such share shall rank for dividendaccordingly.
☐	☑	81	• 130. The Company in General Meeting may declare a dividend Company in General Meeting may declare dividends to be paidto Members according to their respective rights but no dividends shall exceedthe amount recommended by the Board but the Company in General Meeting maydeclare a smaller dividend.
☐	☑	82	• 131. Dividends only to be paid out of Profitsa) No dividend shall be declared or paid by the Company forany financial year except out of its profits for that year arrived at in themanner set out in Section 123 of the Act.(b) Where owing to inadequacy or absence of profits in anyfinancial year any Company proposes to declare dividend out of the accumulatedprofits earned by it in previous years and transferred by the company toreserves such declaration of dividend shall not be made except in accordancewith such rules as may be made in that behalf. (c) No dividend shall be declared or paid by a company fromits reserves other than free reserves.
☐	☑	83	• 132. Interim Dividend Subject to the provisions of Section 123 the Board mayfrom time to time pay the Members such interim dividend as appear to it to bejustified by the profits of the Company.
☐	☑	84	• 133. Capital paid - up in advance to carry Interest Where capital is paid in advance of calls such capital maycarry interest but shall not in respect thereof confer a right to dividend orparticipate in profits.
☐	☑	85	• 134. Retention of dividends until completion of transfer The Board may retain the dividends payable on shares interms of Section 126 in respect of which any person is entitled to become aMember or on completion any person under those Articles is entitled totransfer or until

			such person shall become a Member in respect of such sharesor shall duly transfer the same.
☐	☑	86	• 135. Transfer of shares must be RegisteredA transfer of shares shall not pass the right to anydividend declared thereon before the registration of transfer. Provided that where any instrument oftransfer of shares has been delivered to the Company for registration and thetransfer of such shares has not been registered by the Company it shallnotwithstanding anything contained in any other provision of this Acta) transfer the dividend in relation to such shares to theUnpaid Dividend Account referred to in Section 124 of the Act unless theCompany is authorised by the registered holder of such shares in writing to paysuch dividend to the transferee specified in such instrument of transfer and (b) keep in abeyance in relation to such shares any offerof rights shares under clause (a) ofsub-section (1) of section 62 of the Act and any issue of fully paid-up bonusshares in pursuance of first proviso to sub-section (5) of section 123 of theAct.
☐	☑	87	• 136. No Member to receive dividend whilst indebted to theCompany Companys right of reimbursement Thereon No Member shall be entitled to receive payment as interestor dividend in respect of his shares whilst any money may be due or owing fromhim to the Company in respect of such share or shares or otherwise howsoevereither alone or jointly with any person or persons and the Board may deductfrom the interest or dividend payable to any Member all sums of money so duefrom him to the Company.
☐	☑	88	• 137. Dividends how remitted(1) Unless otherwise directed any dividend payable in cashmay be paid by cheque or warrant or in any electronic mode or by a pay slip orreceipt or in any other manner having the force of a cheque or warrant sentthrough the post to the registered address of the Member or person entitled orin case of joint holders to that one of them first named in the Register inrespect of the joint holdings. Every such cheque or warrant shall be madepayable to the order of the person to whom it is sent the Company shall not beliable or responsible for any cheque or warrant or pay slip or receipt lost intransmission or for any dividend lost to the Member or person entitled theretoby the forged endorsement of any cheque or warrant or the forged signature ofany pay slip or receipt or the fraudulent recovery of the dividend by any othermeans.(2) Notwithstanding anything contained in these Articles anydividend declared may be paid by Electronic Clearing System through anySponsor Bank after getting registration with the Reserve Bank of India forusing this facility and collecting from the members necessary bank mandate inthe prescribed format.138. Dividends and call together Any General Meeting declaring a dividend may on therecommendation of the Board make a call on the Members of such amount as themeeting may fix but so that the call on each Member shall not exceed thedividend payable to him and so that the call be made payable at the same timeas the dividend and the dividend may if so arranged between the Company andthe Member be set off against the calls.139. Unclaimed dividendNo unclaimed dividend shall be forfeited and all unclaimeddividends shall be dealt with in accordance with the provisions of Section 124and

			other applicable provisions of the Act.140. No interest against Dividend No dividend shall bear interest against the company.
			Accounts
☐	☑	89	• 141. Directors to keep true accounts(a) Every company shall prepare and keep at its registered office including its branch officeor offices or at such other place in India as the Board thinks fit Books ofAccounts and other relevant books and papers and financial statement for everyfinancial year which give a true and fair view of the state of the affairs ofthe company in accordance with Section 128 of the Act with respect to-(i) all sums of money received and expended by the Companyand the matters in respect of which the receipts and expenditure take place(ii) all sales and purchases of goods by the Company(iii) the assets and liabilities of the Company. (iv) state of affairs of the company.(b) Where the Board decides to keep all or any of the Booksof Account at any place other than the Office of the Company the Company shallwithin seven days of the decision file with the Registrar a Notice in writinggiving the full address of that other place in accordance with Section 128 ofthe Act.(c) The company may keep such books of account or otherrelevant papers in electronic mode in such manner as may be prescribed.(d) The Company shall preserve in good order the Books ofAccount relating to a period of not less than eight financial years immediatelypreceding a financial year. The books ofaccount and other relevant books and papers maintained in electronic mode shallremain accessible in India so as to be usable for subsequent reference togetherwith the vouchers relevant to any entry in such Books of Account.142. Inspection of accounts or record by membersNo Member (not being a director) shall have any right ofinspecting any account or books or documents of the Company except as conferredby Section 94 of the Act or authorised by the Board or by the company ingeneral meeting.The Board may determine whether and to what extent and atwhat time and place and under what conditions or regulations the accounts andbooks of the Company or any of them may be open to inspection of the Members.Notwithstanding anything to the contrary contained hereinabove the authorisedrepresentative of Promoters shall have a right to inspect the accounts booksplant facility documents records premises equipment and machinery and allother property of the Company at convenient time(s) after giving advancenotice to the Company.143. Statement of Accounts to be furnished to GeneralMeeting The Directors shall from time to time in accordance withSections 129 and 134 and other applicable provisions of the Act cause to beprepared and to be laid before the Company in General Meeting such BalanceSheets Profit and Loss Accounts and Reports as are required by these Sections.144. Copies shall be sent to each MemberWithout prejudice to the provisions of Section 101 andsubject to the provisions of Section 136 of the Act a copy of the financialstatements including consolidated financial statements auditors report andevery other document required by law to be annexed or attached to the BalanceSheet shall at least twenty-one days before the General Body Meeting at whichthe same are to be laid before the members be sent to the

			members of thecompany to every trustee for every holder of any debenture issued by thecompany and to all persons other than such members or trustee being the personso entitled to attend the General Body Meeting.145. Copy of financial statement to be filed with registrar The Company shall comply with Section 137 of the Act as tofiling copies of the Balance Sheet and Profit and Loss Account and documentsrequired to be annexed or attached thereto with the Registrar.
			Winding up
☐	☑	90	• 146. Procedure for winding upIf the Company shall be wound up and the assets availablefor distribution among the members as such shall be insufficient to repay thewhole of the paid up capital such assets shall be distributed so that as nearlyas may be the losses shall be borne by the members in proportion to the capitalpaid up or which ought to have been paid up at the commencement of thewinding-up on the shares held by them respectively. And if in a winding-up theassets available for distribution among the members shall be more thansufficient to repay the whole of the capital paid up at the commencement of thewinding-up the excess shall be distributed amongst the members in proportionto the capital at the commencement of the winding-up paid up or which ought tohave been paid up on the shares held by them respectively. But this Article isto be without prejudice to the rights of the holders of shares issued uponspecial terms and conditions. If the Company shall be wound up whether voluntarily orotherwise the liquidators may with the sanction of a Special Resolutiondivide among the contributions in specie or kind any part of the assets ofthe Company and may with the like sanction vest any part of the assets of theCompany in Trustees upon such trusts for the benefit of the contributories orany of them as the liquidators with the like sanction shall think fit.
			Indemnity
☐	☑	91	• 147. Officers to be indemnified Subject to provisions of the Act every Officer of thecompany shall be indemnified out of the assets of the Company against anyliability incurred by him in defending any proceedings whether civil orcriminal in which judgment is given in his favour or in which he is acquittedor in which relief is granted to him by the court or the Tribunal. Providedthat if such person is proved to be guilty the premium paid on such insuranceshall be treated as part of the remuneration.
			Others
☐	☑		• 148. Company not bound to recognize holding of shares ontrust or any interest in shares other than that of registered holderExcept as ordered by a Court of competent jurisdiction or asrequired by law the Company shall not be bound to recognize holding of anyshare upon any trust and to recognize any equitable contingent future orpartial interest in any share or any interest in any fractional part of ashare (except only as is by these Articles otherwise expressly provided) anyright in respect of a share other than an absolute right thereto in accordancewith these Articles in the person from time to time registered as the holderthereof but the Board shall be at liberty at their sole discretion to registerany share in the joint names of any two or more persons or the

survivor orsurvivors of them.149. Funds etc. of Company may not be applied in purchase ofshares of the CompanyThe Company shall not give either directly or indirectlyand either by means of a loan guarantee the provision of security orotherwise any financial assistance for the purpose of or in connection withthe purchase or subscription made or to be made by any person for purchase ofany shares in the Company except in conformity with the provisions of Section67 of the Act.150. Underwriting and Brokerage Commission may be paidSubject to the provisions of Section 40 of the Act theCompany may at any time pay a commission to any person in consideration of hissubscribing or agreeing to subscribe for any shares in or debentures of theCompany or procuring or agreeing to procure subscriptions for any shares inor debentures of the Company but so that the commission shall not exceed incase of shares five percent of the price at which the shares are issued andin case of debentures two and a half percent of the price at which thedebentures are issued. Such commission may be satisfied by payment in cash orby allotment of fully or partly paid shares or debentures or partly in one wayand partly in the other.Brokerage The Company may also on any issue of shares ordebentures pay such brokerage as may be lawful.151. Interest out of CapitalInterest may be paid out of capitalWhere any shares are issued for the purpose of raising moneyto defray the expenses of the construction of any work or building or theprovision of any plant which cannot be made profitable for a lengthy periodthe Company may pay interest on so much of that share capital as is for thetime being paid up for the period at the rate and subject to the conditionsand restrictions provided by the Company Act 2013 and may charge the same tocapital as part of the cost of construction of the work or building or theprovision of plant.152. Annual ReturnsThe Company shall comply with the provisions of Sections 92of the Act as to the making of Annual Returns.153. Borrowing powers As per the provisions of Section 73 76 179 180 and otherapplicable provisions of the Act the Board of Directors may from time to timeat its discretion by resolution at a meeting of the Board and subject to theapproval of the shareholders in General Meeting accept deposits from Memberseither in advance of calls or otherwise and generally raise or borrow orsecure the payment of any sums of money for the purpose of the Company.Provided however where the moneys already borrowed (apart from temporary loansobtained from the Companys bankers in the ordinary due course of business)exceed the aggregate of the paid-up capital of the Company its free reserves(not being reserves set apart for any specific purpose) and the securitiespremium the Board shall not borrow such moneys without the consent of theCompany in General Meeting.Payment or repayment of borrowed Moneys Subject to the provisions of Article 64 hereof the paymentand repayment of moneys borrowed as aforesaid may be secured in such manner andupon such terms and conditions in all respects as the Board of Directors maythink fit by resolutions passed at a meeting of the Board and in particularby the issue of bonds or debentures of the Company whether unsecured or securedby a mortgage or charge over all or any part of the property of the Company(both present and future)

			including its uncalled capital for the time being and debentures and other securities may be made assignable free from anyequities between the Company and the person to whom the same may be issued.Terms of issue of Debentures Any debentures or other securities may be issued orotherwise and may be issued on condition that they shall be convertible intoshares of any denomination and with any privileges and conditions toredemption surrender drawing allotment of shares and attending (but notvoting) at General Meetings. Debentures with the right to conversion into orallotment of shares shall be issued only with the consent of the Company inGeneral Meetings accorded by special resolution.Register of charges to be Kept The Board shall cause a proper Register to be kept inaccordance with the provisions of Section 85 of the Act of all charges andfloating charges affecting the property or assets of the Company or any of itsundertakings and shall cause the requirements of Sections 77 79 and 81 to 87(both inclusive) of the Act in that behalf to be duly complied with so far asthey are required to be complied with by the Board.Register of Debenture holders The Company shall if at any time it issues debentures keepa Register and Index of Debenture holders in accordance with Section 88 of theAct. The Company shall have the power to keep in any Country outside India aRegister of Debenture holders residing outside India in such manner as may beprescribed.Application to Debentures and other securities The provisions of the Articles shall apply mutatis mutandisto debentures bonds or other securities issued by the company.154. Dematerialization of Securities Definitions For the purpose of this Article Depository means a depository as defined in clause (e) ofsub-section (1) of section 2 of the Depositories Act 1996.Beneficial Owner means a person or persons whose name isrecorded in the Register maintained by a Depository under the Depository Act1996.SEBImeans the Securities and Exchange Board of Indiaestablished under section 3 of the Securities Exchange Board of India Act1992.Securities means the securities as defined in clause (h)of section 2 of the Securities Contracts (Regulation) Act 1956Dematerialization of Securities Notwithstanding anything contained in these Articles theCompany shall be entitled to dematerialize its existing securitiesrematerialize its securities held in the Depositories and or offer its freshsecurities in dematerialized form pursuant to the provisions of theDepositories Act 1996 and the rules framed there under if any.Option for investors Every person subscribing to or holding securities of theCompany shall have the option to receive securities certificates or to hold thesecurities with the Depository. Such a person who is the beneficial owner ofthe securities can at any time opt out of the Depository if permitted by thelaw in respect of any security in the manner and within the time prescribedissued to the beneficial owner the required certificate of the securities. If aperson opts to hold his securities with a Depository the Company shallintimate such Depository the details of allotment of the security and onreceipt of the information the depository shall enter in its records the nameof the allottees as the beneficial owner of the securities.Securities in Depository to be in Fungible Form All securities held by a Depository shall be dematerializedand be in fungible

		92	form. Nothing contained in Section 88 89 112 and 136 ofthe Act shall apply to a Depository in respect of the securities held by it onbehalf of the Beneficial Owners.Rights and Liabilities of Beneficial Owner (a) Notwithstanding anything to the contrary contained inthe Act or these Articles a Depository shall be deemed to be the registeredowner for the purposes of effecting transfer of ownership of security on behalfof the beneficial owners.(b) Save as otherwise provided in (a) above the Depositoryas the registered owner of the securities shall not have any voting rights orany other rights in respect of the securities held by it.(c) Every person holding securities of the Company and whosename is entered as the beneficial owner in the records of the Depository shallbe deemed to be a member of the Company. The beneficial owner of securitiesshall be entitled to all the rights and benefits and be subject to all theliabilities in respect of his securities which are held by a Depository.Service of Documents Notwithstanding anything to the contrary contained in theAct or Articles to the contrary where securities are held in a Depository therecords of the beneficial ownership may be served by such Depository on theCompany by means of electronic mode or by delivery of floppies or discs.Provisions of Articles to apply to shares held in DepositoryNothing contained in Section 56 of the Act or these Articlesshall apply to a transfer of securities effected by a transferor and transfereeboth of whom are entered as beneficial owners in the records of a Depository.Allotment of Securities dealt within a Depository Notwithstanding anything in the Act or these Articles wheresecurities are dealt with by the Depository the Company shall intimate thedetails thereof to the Depository immediately on allotment of such securities.Distinctive numbers of securities held in the depositoryMode Nothing contained in the Act or these Articles regarding thenecessity of having distinctive numbers on securities issued by the Companyshall apply to securities held with a Depository.Register and Index of Beneficial Owners The Register and Index of Beneficial Owners maintained by aDepository under the Depositories Act 1996 shall be deemed to be the Registerand Index of member and security holder for the purpose of these Articles.155. Conversion of Shares into Stock and Reconversion Sharesmay be converted into stock and reconvertedThe Company in General Meeting may convert any paid upshares into stock and when any shares shall have been converted into stock theseveral holders of such stock may henceforth transfer their respective interesttherein or any part of such interest in the same manner and subject to thesame regulations as if no such conversion had taken place or as near theretoas circumstances will admit. The Company may at any time reconvert any stockinto paid-up shares.Rights of stock holdersThe holders of stock shall according to the amount of stockheld by them have the same rights privileges and advantages as regardsdividends voting at meetings of the Company and other matters as if theyheld the shares from which the stock arose156. Audit Accounts to be auditedThe Auditors of the Company shall be appointed orreappointed by the Comptroller and Auditor General of India and theirremuneration rights and duties shall be regulated by

			Section 139 to 143 and145 to 148 of the Act.Powers of the Comptroller and Auditor General of India.The Comptroller and Auditor General of India shall have thepowers-(a) to direct the manner in which the Companys accountsshall be audited by the auditors appointed in pursuance of Article hereof andto give such auditors instruction in regard to any matter relating to theperformance of their functions as such.(b) to conduct a supplementary or test audit of thefinancial statement of the Company by such person or persons as he mayauthorize in this behalf and for the purposes of such audit to have access atall reasonable times to all accounts account books vouchers documents andother papers of the Company and to require information or additionalinformation to be furnished to any person or persons so authorized on suchmatters by such person or persons and in such form as the Comptroller andAuditor General may by general or special order direct.Comments upon or supplement to audit report by theComptroller Auditor General of India to be placed before the annualgeneral meetingThe auditors aforesaid shall submit a copy of his heraudit report to the Comptroller and Auditor General of India who shall have theright to comment upon or supplement such audit report in such manner as he maythink fit. Any such comments upon or supplement to the audit report shall beplaced before the Annual General Meeting of the Company at the same time and inthe same manner as the audit report.157. Service of DocumentsManner of Service of DocumentsA document or notice may be served or given by the Companyto any Member either through speed post registered post or through electronic mode to his registered address or(if he has no registered address in India) to the address if any in Indiasupplied by him to the Company for serving documents or notices on him. Noticeis to be sent by the company through its authorized and secured computerprogramme which is capable of producing confirmation and keeping record of suchcommunication addressed to the person entitled to receive such communication atthe last electronic mail address provided by the member.The notice may be sent through e-mail as a text or as anattachment to e-mail or as a notification providing electronic link or UniformResource Locator for accessing such notice through in-house facility or itsregistrar and transfer agent or authorise any third party agency providing bulke-mail facility.When notices or documents served on MembersWhere a document or notice is sent by post service of thedocument or notice shall be deemed to be effected by properly addressingprepaying and posting a letter containing the document or notice.When notice or notifications of availability of notice aresent by e-mail the company should ensure that it uses a system which producesconfirmation of the total number of recipients e-mailed and a record of eachrecipient to whom the notice has been sent and copy of such record and anynotices of any failed transmissions and subsequent re-sending shall be retainedby or on behalf of the company as proof of sending.Provided that the member shall provide the updated emailaddress to the company and for that company will provide an advance opportunityatleast once in a financial year to the member to register his e-mail addressand changes therein and such request may be made by only those members who havenot got their

			email id recorded or to update a fresh email id. Notice will alsobe simultaneously updated in the website of the company.By AdvertisementA document or notice advertised in a newspaper circulatingin the neighborhood of the Registered Office shall be deemed to be duly servedor sent on the day on which the advertisement appears on or to every Member whohas no registered address in India and has not supplied to the Company anaddress within India for the serving of documents on sending the notices tohim. Explanatory Statement of material facts under Section 102 need not beadvertised but it will be mentioned in the advertisement that the Statement hasbeen forwarded to the Members.On personal representatives etc.A document or notice may be served or given by the Companyon or to the persons entitled to a share in consequence of the death orinsolvency of a Member by sending it through the post in prepaid letteraddressed to them by name or by the title of representative of the deceased orassignee of the insolvent or by any like description at the address (if any)in India supplied for the purpose by the persons claimed to be entitled oruntil such an address has been so supplied by serving the document or notice inany manner in which the same might have been given if the death or insolvencyhad not occurred.To whom documents or notices must be served or givenDocuments or notices of every General Meeting shall beserved or given in same manner as herein before or to (a) every member of thecompany legal representative of any deceased member or the assignee of aninsolvent member(b) the auditor or auditors of the company and (c) everydirector of the company.Members bound by documents or notices served on or given toprevious holdersEvery person who by operation of law transfer or othermeans whatsoever shall become entitled to any share shall be bound by everydocument or notice in respect of such share which previously to his name andaddress being entered in the Register of Members shall have been duly servedon or given to the person from whom he derives his title to such sharesDocuments or notice by Company and signature theretoAny document or notice to be served or given by the Companymay be signed by a director or key managerial personnel or an officer of thecompany duly authorised by the Board in this behalf.Service of document or notice by MemberAll documents or notices to be served or given by Members onor to the Company or any officer thereof shall be served or given by sending itto the Company or Officer at the Office by post or through electronic modeunder a certificate of posting or by registered post or through email.158. Secrecy(a) Every Director Manager Auditor Treasurer Trusteemember of a committee officer servant agent accountant or other personemployed in the business of the Company shall if so required by theDirectors before entering upon his duties sign a declaration pledging himselfto observe strict secrecy respecting all transactions and affairs of theCompany with the customers and the state of the accounts with individuals andin matters relating thereto and shall by such declaration pledge himself not toreveal any of the matters which may come to his knowledge in the discharge ofhis duties except when required so to do by the Directors or by law or by theperson to whom such matters relate and except so far as may be necessary

			inorder to comply with any of the provisions in these presents contained.(b) No Member shall be entitled to visit or inspect any workof the Company without the permission of the Directors or to require discoveryof or any information respecting any details of the Companys trading or anymatter which is or may be in the nature of a trade secret mystery of tradesecret process or any other matter which may relate to the conduct of thebusiness of the Company and which in the opinion of the Directors it would bein expedient in the interest of the Company to disclose.159. Copies of Memorandum and Articles of Association to besent by the Company Copies of the Memorandum and Articles of Association of theCompany and other documents referred to in Section 17 of the Act shall be sentby the Company to every Member at his request within seven days of the requeston payment of such fees as may be prescribed.

Subscriber Details

S. No.	Subscriber Details				
	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	***Place**	**DSC**	**Dated**
1	Sh. Sanjay Kumar Nayak S/o Sh. Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector 56 Gurgaon-Haryana 122201 1 (As a Nominee of PFC Consulting Limited) Occupation:- Service	0*1*7*9*	New Delhi	SANJAY KUMAR NAYAK Digitally signed by SANJAY KUMAR NAYAK Date: 2025.03.12 17:36:57 +05'30'	11/03/2025
2	Sh. Neeraj Singh S/o Sh. Dayashankar Singh R/o Flat C-703, The Crescent Apartment, Plot F-2, Sector-50, Noida, Gautam Budh Nagar, UP-201 301 (As a Nominee of PFC Consulting Limited) Occupation:- Service	0*6*3*9*	New Delhi	Neeraj Singh Digitally signed by Neeraj Singh Date: 2025.03.12 17:26:25 +05'30'	11/03/2025
3	Sh. Sachin Shukla S/o Sh. Raj Kumar Shukla R/o 4th Floor, House No. 6, H1 Block, Good Earth City Centre, south City 2, Gurgaon - 122018 (As a Nominee of PFC Consulting Limited) Occupation:- Service	0*6*3*6*	New Delhi	Sachin Shukla Digitally signed by Sachin Shukla Date: 2025.03.12 17:31:08 +05'30'	11/03/2025
4	Sh. Rishab Jain S/o Naveen Jain R/o T-11, first floor, Green Park Extension, New Delhi, 110016 (As a Nominee of PFC Consulting Limited) Occupation:- Service	0*4*5*6*	New Delhi	Rishab Jain Digitally signed by Rishab Jain Date: 2025.03.12 17:27:51 +05'30'	11/03/2025
5	M/s PFC Consulting Limited having its registered office at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Through Sh. Sachin Arora S/o Sh. Prem La	A*G*A*4*4*	New Delhi	Sachin Arora Digitally signed by Sachin Arora Date: 2025.03.12 17:28:28 +05'30'	11/03/2025

	l Arora R/o F5 1903, Superte ch Eco Village 1, Near Park, Greater Noida, 201301 (as a uthorized representative of PFC Consulting Limited)				**688**
6	Sh. Rakesh Mohan S/o Sh. L akshman Singh R/o Flat No-364, Sunehari Bagh Appart ment, Sector-13 Rohini New Delhi Delhi 110085 NA India (As a Nominee of PFC Cons ulting Limited) Occupation:- Service	0*6*4*2*	New Delhi	Rakesh Mohan Digitally signed by Rakesh Mohan Date: 2025.03.12 17:33:38 +05'30'	11/03/2025
7	Sh. Naveen Kumar S/o Jagd ish Chander R/o F-024, Asso tech Windsor Court, Sector 78, Noida Gautam Buddha N agar, Uttar Pradesh, 201301 (As a nominee of PFC Cons ulting Limited) Occupation - Service	1*4*7*5*	New Delhi	Naveen Kumar Digitally signed by Naveen Kumar Date: 2025.03.12 17:36:16 +05'30'	11/03/2025

Signed before me						
Name Prefix *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)*	***Name of the witness**	***Address, Description and Occupation**	***DIN / PAN / Passport number / Membership**	***Place**	**DSC**	**Dated**
FCS	Naresh Kum ar Sinha	121, Vinayak Ap artment, C58/1 9, Sector-62, No ida-201307, UP	1*0*	Noida	NARESH KUMAR SINHA Digitally signed by NARESH KUMAR SINHA Date: 2025.03.12 19:36:51 +05'30'	11/03/2025

Annexure - 2

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
9, DEEN DAYAL UPADHYAYA MARG, NEW DELHI - 110 124

No./CA. V/ COY/CENTRAL GOVERNMENT,NESDTL(1)/1837
Dated :13/09/2025

To
THE MANAGING DIRECTOR
NES DHARASHIV TRANSMISSION LIMITED
URJANIDHI, FIRST FLOOR, 1, BARAKHAMBA LANE
CONNAUGHT PLACE
NEW DELHI-110001

Subject : Appointment of Auditors under section 139 of the Companies Act, 2013 for the financial year 2025-2026

Sir/Madam,

I am directed to state that in exercise of the powers conferred by section 139 of the Companies Act 2013, the Comptroller and Auditor General of India is pleased to appoint the Chartered Accountant firms/Limited Liability Partnerships As per Annexure - II as the Statutory/Joint Statutory/ Branch Auditors of the company for the year(s) : 2025-2026. Statutory/Joint Statutory Auditor (s) of holding company shall also be the auditors of Consolidated Financial Statements under section 139 read with section 129(4) of the Companies Act, 2013.

2. You are requested to contact the concerned auditors individually under intimation to this office

3. The supplementary/test audit under sections 143 (6) &(7) of the Companies Act, 2013 of your company is entrusted to
DIRECTOR GENERAL OF AUDIT (ENERGY)
4th &5th FLOOR, ANNEXE BLDG
10, BAHADUR SHAH ZAFAR MARG
NEW DELHI-110124

4 . The remuneration and other allowances payable to the auditors may be regulated as per the provisions of section 142 of the Companies Act 2013 read with guidelines issued by the Department of Company Affairs vide no. 7/76 dated 8th April, 1976 and no. 8/6/83 dated 07th June, 1984.

5. Any revision in the audit fees payable (including fees for consolidation) for the year 2025-2026 and item-wise details of all remuneration paid to the auditors for other services (other than statutory audit) alongwith the amount of TA/DA paid for 2024-2025 may be intimated.
The said information may be provided as soon as the Accounts for the year 2024-2025 is finalised so as to enable this office to review the appointment/ re-appointment of the appointed auditors.

6. The above appointment is subject to the other conditions stipulated in Annexure-I(available on the CAG's website http://care.cag.gov.in/policy/terms.pdf).

Yours faithfully,
Sr. Administrative Officer

Phone : 011-23509240,011-23509223 E-mail : saoappointment@cag.gov.in

ANNEXURE - II

LIST OF CHARTERED ACCOUNTANT FIRMS FOR THE YEAR 2025-2026

Sl. No.	Firm Name	PSU Code / Unit Code	Station	Audit Details
STATUTORY AUDITOR				
1	B G J C &ASSOCIATES LLP ***(CR3460)*** 2ND FLOOR RAJ TOWER1 G1 ALAKNANDA COMMUNITY CENTRE NEW DELHI DELHI NEW DELHI - 110019,DELHI	NESDTL ST AR (1)	NEW DELHI	

(This is a computer generated letter hence no signature is required**)**

EXHIBIT - W

Public Notice

NES Dharashiv Transmission Limited
M 130-131, Second Floor, M-42, Connaught Circle, Shankar Market,
Block M, Connaught Place, New Delhi – 110001
CIN-U42202DL2025GOI445416

Inviting Suggestions/Objections on NES Dharashiv Transmission Limited's Application for Grant of Transmission Licence

1. The NES Dharashiv Transmission Limited has filed an Application for grant of Transmission Licence before the Maharashtra Electricity Regulatory Commission under the provisions of Section 14 and 15 of the Electricity Act, 2003 and the MERC (Transmission Licence Conditions) Regulations, 2004. The Hon'ble Commission has admitted the Application on _____ and directed NES Dharashiv Transmission Limited to publish a Public Notice under Section 15(2) of the Electricity Act, 2003.

2. NES Dharashiv Transmission Limited has been incorporated as a Special Purpose Vehicle for establishment of an Intra-State Transmission System to ensure smooth and efficient evacuation and transmission of RE power, considering the anticipated generation of ~7 GW solar power as per the CTUIL. The 400 kV Washi pooling substation has been planned to evacuate the upcoming RE generation towards load centres in Pune and Mumbai, especially considering that AIS Washi is the center point of Patoda, Paranda, Bhoom and Kalamb, being RE enriched zones. The Project has been awarded through Tariff Based Competitive Bidding process conducted by PFC Consulting Limited, notified as the Bid Process Coordinator by the Government of Maharashtra.

3. The Project consists of construction of Washi SS with 2x500 MVA, 400/220 kv ICT and 2x315 MVA, 400/132 kv ICT with 1x125 MVAR bus Reactor at 400 kV level along with associated lines and bays, 400 D/C line from 400/220/132 kV AIS Washi (new) to 765/400 kV AIS Pune (East) (Proposed), 220 kV D/C Line from

400/220/132 kV AIS Washi (New) to 220 kV AIS Manjarsumba (existing), 220 kV D/C Line from 400/220/132 kV AIS Washi (New) to 220 kV AIS Paranda (existing), 132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV AIS Kalamb (existing), 220 kV bays at Manjarsumba (existing) S/s and Paranda (existing) S/s along with associated GIS and AIS line bays, 400 kV line bays at 765 kV AIS Pune (East) (New) (Proposed) for termination of 400 kV D/C line from 400 kV AIS Washi (new) to 765 kV AIS Pune (East) (Proposed) with associated line bays, and 132 kV line bays at 132 kV AIS Kalamb for termination of 132 kV D/C line from 400 kV AIS Washi (New) to 132 kV AIS Kalamb (existing) with associated line bays.

4. The Applicant has been acquired by the successful bidder pursuant to the bidding process and is required to obtain Transmission Licence for establishment, operation and maintenance of the said Intra-State Transmission System in the State of Maharashtra. Accordingly, NES Dharashiv Transmission Limited has applied for grant of Transmission Licence.

5. The Hon'ble Commission has directed NES Dharashiv Transmission Limited to invite Suggestions/Objections from the Public on its Application for grant of Transmission Licence through this Notice. The contact details of the nodal person from whom a copy of the Application may be obtained for inspection or purchase is as under:

a. **Name**: Vasant Kumar Patel
b. **Address from which to obtain the Application copy for inspection or purchase**: M 130-131, Second Floor, M-42, Connaught Circle, Shankar Market, Block M, Connaught Place, New Delhi – 110001
c. **Timing for inspection or purchase:** During working days between 10:00 hrs to 17:00 hrs
d. Detailed Application Documents (in English) along with CD on payment of ₹100/- in cash or by DD/Cheque drawn on "NES Dharashiv Transmission Limited" payable at Mumbai.

e. **Website address from where the copy of Application may be downloaded free of cost:**
www.mclindia.com

6. In response to the Public Notice published, every person who intends to file suggestions/objections can submit the same in English or Marathi language in writing by uploading it through 'E-Public Consultation' Tab on MERC website (www.merc.gov.in/e-public-consultation). In case of any difficulty in accessing this feature, concerned stakeholders can contact the MERC Office on Mobile No.: 8928071522 or on Email ID: suggestions@merc.gov.in between 10:00 AM to 05:00 PM on all working days.

7. A person who has uploaded suggestions and objections on 'E-Public Consultation' tab need not file any hard copy of its submission. Person who does not have access to electronic media can file their suggestion and objection in a hard copy addressed to '**Secretary'**, **Maharashtra Electricity Regulatory Commission (MERC), 13th Floor, Centre No. 1, World Trade Centre, Cuffe Parade, Mumbai-400005** along with proof of service on **Mr. Vasant Kumar Patel,** M 130-131, Second Floor, M-42, Connaught Circle, Shankar Market, Block M, Connaught Place, New Delhi – 110001, **Email:** bd@mclindia.com and should carry the full name, postal address and Email address, if any, of the sender. Suggestions and/or objections received after _____ on _____ shall not be considered. Suggestions/Objections filed through any other mode shall not be considered.

8. NES Dharashiv Transmission Limited shall reply to each of the objections/ comments received within three days of the receipt of the same but not later than _____ for all the objections/comments received till _____.

Place: _____ **Vasant Kumar Patel**
Date: _____ **Director**

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF:

Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for establishment of intra-State transmission system for "*Network Expansion scheme in Maharashtra for Evacuation of RE Power from Dharashiv, Beed District*" on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process.

AND IN THE MATTER OF:

NES Dharashiv Transmission Limited ... Petitioner/Applicant

Versus

Maharashtra State Electricity Distribution Company Limited & Ors.

... Respondents

MEMO OF AUTHORISATION

I, Sandipsinh Gohil, on behalf of NES Dharashiv Transmission Limited, the Petitioner / Applicant, do hereby nominate, appoint and constitute Mr. Tabrez Malawat, Mr. Syed Hamza, Mr. Sourajit Sarkar, Ms. Rupali Jain (The Guild, Advocates and Associate Counsel), to act, plead and appear on my/our behalf in the aforesaid matter.

IN WITNESS WHEREOF have set and subscribed my hands to this writing on this 13th day of March 2026.

Place: Ahmedabad
Date: 13.03.2026

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

Petitioner / Applicant

Address for Correspondence:

THE GUILD-ADVOCATES & ASSOCIATE COUNSEL
C-586, LOWER GROUND FLOOR,
DEFENCE COLONY
NEW DELHI- 110024
EMAIL: tabrez.malawat@theguild.com
M: 9643243451

I ACCEPT

VAKALATNAMA

BEFORE THE HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION AT MUMBAI

Filing No. _____

Case No. _____

IN THE MATTER OF:

NES Dharashiv Transmission Limited ... Petitioner / Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

... Respondents

I, Sandipsinh Gohil, authorized representative of NES Dharashiv Transmission Limited, i.e., the Petitioner / Applicant in the above-mentioned matter do hereby appoint and retain Shri Tabrez Malawat, Shri Sourajit Sarkar, Shri Syed Hamza and Smt. Rupali Jain (**The Guild – Advocates & Associate Counsel**) to appear, plead and act for me / us in the abovementioned Application and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me / us in the said proceeding and also to appear in all petitions, applications for review before the Maharashtra Electricity Regulatory Commission.

Place: Ahmedabad
Date: 13.03.2026

Petitioner/Applicant

"Accepted"

Advocates for the Applicant

TABREZ MALAWAT / SOURAJIT SARKAR
SYED HAMZA / RUPALI JAIN
The Guild – Advocates & Associate Counsel
C-586, Lower Ground Floor, Defence Colony,
New Delhi – 110024
Phone - +91 9643243451
Email: tabrez.malawat@theguild.co.in

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

TABREZ MALAWAT	SYED HAMZA	SOURAJIT SARKAR	RUPALI JAIN
[D/3583-C/2013]	[JK/163/2015]	[D/4627/2022]	[D/3123/2020]

NES DHARASHIV TRANSMISSION LIMITED

(CIN: U42202DL2025GOI444858)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF NES DHARASHIV TRANSMISSION LIMITED ("THE COMPANY") AT THEIR MEETING HELD ON FRIDAY, MARCH 13, 2026 AT 01:00 P.M. AT MONTECARLO HOUSE, SINDHU BHAVAN ROAD, BODAKDEV, AHMEDABAD-380 058

TO CONSIDER AND ACCORD APPROVAL FOR APPLICATION SEEKING GRANT OF TRANSMISSION LICENSE AND PETITION SEEKING ADOPTION OF TRANSMISSION CHARGES FROM MAHARASHTRA ELECTRICITY REGULATORY COMMISSION (MERC):

"RESOLVED THAT pursuant to the provisions of the Electricity Act, 2003 and the applicable regulations of the Hon'ble MERC, the Board of Directors approves the act and action of initiating and undertaking the process for application seeking grant of transmission license and petition seeking adoption of transmission tariff from the Hon'ble MERC, enabling the Company to legally undertake the activities as a transmission licensee."

"RESOLVED FURTHER THAT Any directors or Mr. Shreyan Shah or Mr. Sandipsinh Gohil or Mr. Chirag Acharya, duly authorized representatives of the Company, are hereby jointly and severally entitled to finalize and submit the application/ petition, execute and sign necessary documents, appoint advocates, consult any other professional for the said purpose, to be administrator of the profile of the Company on the MERC e-filing portal and access the same for filing and uploading of pleadings/ documents on behalf of the Company and do all such acts, deeds and things as may be required to secure the license and comply with regulatory requirements."

"RESOLVED FURTHER THAT the copy(ies) of this resolution, certified to be true by any of the Directors of the Company, be furnished to the concerned authority/ authorities for being acted upon."

CERTIFIED TRUE COPY
For, NES DHARASHIV TRANSMISSION LIMITED

(Vasantkumar C. Patel)
Additional Director
DIN: 11562596

NES DHARASHIV TRANSMISSION LIMITED NEW DELHI

Date: March 13, 2026
Place: Ahmedabad

RECEIPT

Counterfoil (Office Copy)

No. : 1979

Dated : Mar 13, 2026

Received From : NES DHARASHIV TRANSMISSION LIMITED
M 130-131, Second Floor, M-42, Connaught Cir, Shankar Market, Block M, Connaught Place New Delhi, Delhi

With Letter No. : ..... **Dated :** .....

The Sum of Rs. : Five Lac Only.

Cheque / Bank Draft No. : 3160567976446 **Dated :** Mar 13, 2026

Drawn On : PUNB
5250958135

Account Of :

In Payment Of .....

Rs. 500000

Initials Maharashtra Electricity Regulatory Commission (MERC)

***Subject to realization**

Designation :