

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

PETITION NO. ___/TL/2022

IN THE MATTER OF

Rajgarh Transmission Ltd.

...APPLICANT

VERSUS

Rewa Ultra Mega Solar Ltd. & Ors.

...RESPONDENTS

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THROUGH



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ANKITA BAFNA/LAVANYA PANWAR
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**PLACE: New Delhi
DATED: 04.06.2022**

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

PETITION NO. ___/TL/2022

IN THE MATTER OF

Application under Section 14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 seeking Transmission License for Rajgarh Transmission Ltd.

AND IN THE MATTER OF

Rajgarh Transmission Ltd.
2nd Floor, Novus Tower
Plot No. 18, Sector-18
Gurugram, Haryana-122015

...APPLICANT

VERSUS

1. Rewa Ultra Mega Solar Ltd.
Urja Bhawan, Shivaji Nagar,
Link Road No. 2,
Bhopal, Madhya Pradesh – 462016
2. REC Power Development and Consultancy Limited.
Core-4, Scope Complex,
7, Lodhi Road, New Delhi- 110003
3. Central Transmission Utility of India Ltd.
Ministry of Power Govt. of India,
Shram Shakti Bhawan,
Rafi Marg, New Delhi-110001

...RESPONDENTS

**APPLICATION UNDER SECTION 14, 15, 79 (1) (e) OF THE
ELECTRICITY ACT, 2003 FOR GRANT OF TRANSMISSION
LICENSE**

MOST RESPECTFULLY SHOWETH

A. INTRODUCTION

1. The Applicant i.e. Rajgarh Transmission Ltd. (hereinafter "**the Applicant**") has approached this Hon'ble Commission by way of the present petition filed under Section 14, 15 and 79 (1) (e) of the Electricity Act, 2003 (hereinafter "**Electricity Act**") read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 (hereinafter referred to as "**CERC Transmission Licence Regulations**") for grant of Transmission Licence in order to implement the transmission project of "*Transmission System for Evacuation of Power from RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh*" (hereinafter "**Transmission System**") on Build, Own, Operate and Maintain basis in accordance with the Guidelines issued by the Central Government.
2. For implementation of the Transmission System, on 31.03.2022, M/s GR Infraprojects Ltd., the holding company of the Applicant,

was declared as successful bidder by the Bid Process Coordinator i.e. Respondent No. 2/ REC Power Development and Consultancy Limited (hereinafter "**BPC**"/ "**RECPDCL**"), with the lowest transmission charges of INR 408.19 million, pursuant to the Tariff Based Competitive Bidding (hereinafter "**TBCB**") process conducted in terms of the Request for Proposal dated 09.09.2021 (hereinafter "**RFP**") and the Guidelines issued by the Ministry of Power, Govt. of India under Section 63 of the Electricity Act.

3. As per Clause 1.2 of RFP issued by BPC/ RECPDCL, the Transmission System which is to be executed by the Applicant, comprises of the following elements:

Transmission System for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh		
S. No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos.	

	<p>220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVar, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220kV Bus coupler bay- 1 no. 220kV Transfer Bus Coupler (TBC) bay - 1 no.</p> <p>Future provisions: Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus)</p>	18 Months
2.	<p>Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVar switchable line reactors with 400 ohms NGR on each circuit at Pachora end</p> <p>Switchable line Reactors (at Pachora end) –420 kV, 2x80MVar Line reactor bays (at Pachora) – 2 nos.</p>	
3.	<p>2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum</p>	

	capacity of 2100 MVA/ckt at nominal voltage)	
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Note:

(i) M/s BDTCL (Bhopal Dhule Transmission Company Limited) to provide space for 2 no. of 400 kV line bays at Bhopal (Sterlite) for termination of Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line.

(ii) Space for future provisions for 400 kV line bays to be kept including the space for switchable line reactors.

(iii) The implementation of the scheme to be taken up only after grant of LTA at Pachora P.S.

(iv) The schedule of implementation of the scheme would be matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.

4. As per Clause 1.2 of RFP read with Article 2.1 of Transmission Service Agreement, the Scheduled Commercial Operation Date (SCOD) of the Transmission System will be 30.11.2023 i.e., 18 months since Effective Date as per in Schedule 3 of the TSA, being the signing of Share Purchase Agreement, on 30.05.2022.
5. In order to implement the aforementioned Inter-State Transmission System, the Applicant is obligated to approach this Hon'ble Commission in terms of Sections 14 and 15 of the

Electricity Act read with CERC Transmission License Regulations for grant of transmission license. Hence, the present petition is preferred by the Applicant before this Hon'ble Commission seeking transmission license under the provisions of the aforesaid statutory provisions.

B. BACKGROUND FACTS

6. The Ministry of Power, Government of India, vide its notification no. 15/3/2018-Trans-Pt(1) dated 27/01/2020 and 15/3/2018-Trans-Pt(1) dated 19/07/2021 (hereinafter "**Notification**") notified RECPDCL (erstwhile REC Transmission Projects Company Limited) to be the Bid Process Coordinator/ BPC for the purpose of selection of a Bidder which can subsequently act as a Transmission Service Provider (hereinafter "**TSP**") for establishing the Transmission System through tariff based competitive bidding process for the benefit of Respondent No. 1 i.e. long-term transmission customer (hereinafter "**LTTC**").

A copy of the Notification dated 19.07.2021 is annexed herewith and marked as **Annexure A-1**.

7. Meanwhile it is pertinent to mention that prior to issuance of the aforesaid Notification and RFP, on 06.06.2020, a company in the

form of Special Purpose Vehicle (**SPV**) and by the name of "Rajgarh Transmission Ltd." i.e., the Applicant herein, was incorporated under the Companies Act, 2013 and thereafter became a wholly owned subsidiary of the BPC/ RECPDCL to initiate the steps towards execution of the Transmission System. Pursuant to the selection of successful bidder by BPC, the said bidder has to act as the 'Transmission Service Provider' after acquiring the above SPV by the said bidder selected through TBCB conducted by the BPC.

A copy of the Certificate of Registration of the Petitioner Company is enclosed herewith and marked as **Annexure A-2**.

A copy of the Memorandum of Association along with the Articles of Association of the Petitioner is annexed herewith and marked as **Annexure A-3 (Colly)**.

8. Further, pursuant to the aforementioned Notification and after acquiring 100% shareholding of the SPV, RECPDCL/ BPC issued the RFP dated 09.09.2021 for inviting the bids and thereby selecting the prospective 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 the Government of India, Ministry of Power under Section 63 of the Electricity Act. The said RFP was duly forwarded by RECPDCL to this Hon’ble Commission vide letter dated 09.09.2021.

A copy of the RFP dated 09.09.2021 along with letter dated 09.09.2021, are annexed herewith and marked as **Annexure A-4 (Colly)**.

9. As per the Notification, BPC was required to select the Bidder having prescribed technical and financial capability to be responsible for establishing the Transmission System in the State of Madhya Pradesh. The successful bidder will make the said Transmission System available for use by the LTTCs for payment of Transmission Charges after the same being adopted by this Hon’ble Commission under Section 63 of the Electricity Act.
10. It is submitted that pursuant to the issuance of RFP, RECPDCL/ BPC initiated the process of TBCB for selection of the successful bidder who has to subsequently acquire the SPV, as per the Guidelines issued by the Government of India under Section 63 of Electricity Act.

11. In accordance with the provisions of RFP and the timeline provided therein, M/s GR Infraprojects Ltd. submitted its technical and financial bid to BPC on 03.01.2022.
12. In the meantime, on 21.10.2021, BPC made available the survey report along with the route alignment drawings in relation to the Transmission System, to all the prospective bidders, including M/s G R Infraprojects Ltd. As a matter of fact, the said company (ultimately successful bidder) also conducted survey for implementation of the Transmission System.

A copy of the survey report along with the route alignment issued by BPC/ RECPDCL is annexed herewith and marked as **Annexure A-5.**

A copy of the survey report prepared by including M/s G R Infraprojects Ltd. is annexed hereto and marked as **Annexure-6.**

13. Furthermore, the RFP issued by BPC was amended several times on 10.11.2021, 22.11.2021, 26.11.2021, 06.12.2021, 08.12.2021, 16.12.2021 and 24.12.2021.

Copies of the RFP amendments dated 10.11.2021, 22.11.2021, 26.11.2021, 06.12.2021, 08.12.2021, 16.12.2021 and 24.12.2021 are annexed herewith and marked as **Annexure A-7 (Colly)**.

14. It is submitted that M/s GR Infraprojects Ltd. vide letter dated 30.11.2021 submitted an undertaking to *inter-alia* establish the Transmission System in terms of the RFP.

A copy of the letter dated 30.11.2021 is annexed herewith and marked as **Annexure A-8**.

15. On 02.12.2021, SPV which shall act as a Transmission Service Provider at subsequent stage after having been acquired by the successful bidder, executed a Transmission Service Agreement (hereinafter "**TSA**") with the Respondent No. 1/ LTTCs and allocated the evacuation capacity of 1000 MW on long-term basis.

A copy of the TSA dated 02.12.2021 is annexed herewith and marked as **Annexure A-9**.

16. Further, BPC after evaluating the bids submitted by the several bidders, declared M/s GR Infraprojects Ltd. as a successful

bidder in terms of Clause 3.6.1 of RFP. Accordingly, BPC vide letter dated 31.03.2022 issued a Letter of Intent (hereinafter "**LOI**") to M/s GR Infraprojects Ltd. The terms contained in the said LOI were unconditionally accepted by M/s GR Infraprojects Ltd. vide letter dated 02.04.2022. In addition to the LOI, the Bid Evaluation Committee also issued the certificate thereby certifying M/s GR Infraprojects Ltd. as the successful bidder.

A copy of the LOI dated 31.03.2022 is annexed herewith and marked as **Annexure A-10**.

A copy of the letter dated 02.04.2022 issued by G R Infraprojects Ltd. is annexed herewith and marked as **Annexure A-11**.

A copy of the Bid Evaluation Certificate dated 14.03.2022 is annexed herewith and marked as **Annexure A-12**.

17. Further, as per the LOI and Clauses 2.15.2 and 2.15.4 of RFP, the successful bidder was required to fulfil *inter-alia* the following obligations within the period of 10 days from the issuance of LOI:
 - (i) Provide the Contract Performance Guarantee in favour of the LTTCs as per the provision of Clause 2.12 of RFP;

- (ii) Execute the Share Purchase Agreement with BPC/RECPDCL and the Applicant in order to acquire 100% equity shareholding of the SPV/ the Applicant which shall act as a TSP for execution of the Transmission Project;
- (iii) Execute all other documents provided under RFP relating to the Transmission System;
- (iv) To make an application before the Appropriate Commission seeking adoption of transmission charges as required under Section 63 of Electricity Act;
- (v) Subsequent to execution of Share Purchase Agreement, the Applicant/ TSP shall approach the Appropriate Commission for grant of transmission license.

18. It is submitted that in terms of the aforementioned obligations contained under the provisions of RFP, the TSP/Applicant was required to fulfil the said obligations within 10 days of issuance of LOI dated 30.03.2022. However, BPC extended the date of completion of aforementioned various activities provided under Clause 2.15 till 08.06.2022 vide letters dated 11.04.2022, 20.04.2022, 02.05.2022, 11.05.2022, 23.05.2022 and 02.06.2022.

Copies of letters dated 11.04.2022, 20.04.2022, 02.05.2022, 11.05.2022, 23.05.2022 and 02.06.2022 issued by BPC, are annexed hereto and marked as **Annexure A-13 (Colly)**.

19. Further, on 21.05.2022, in compliance with the LOI and Clause 2.12 of RFP, M/s GR Infraprojects Ltd. furnished the Contract Performance Guarantees (CPG) for an aggregate value of Rs. 15.15 crore (Rupees Fifteen Crores Fifteen Lakhs only) separately in favour of Long-Term Transmission Customer as listed out in Annexure-1 of the RFP documents.

Copy of the CPGs dated 21.05.2022 is enclosed herewith and marked as **Annexure A-14**.

20. Further, in compliance with the obligations provided under Clause 2.15.2 of RFP, on 30.05.2022, M/s GR Infraprojects Limited executed the Share Purchase Agreement with BPC/ RECPDCL and the SPV. Pursuant to execution of the said Agreement, M/s GR Infraprojects Ltd. acquired the 100% shareholding in the Applicant company/ TSP. Pertinently, Ministry of Power, Government of India vide letter dated 12.05.2022 also approved the sale and transfer of SPV to the successful bidder selected through TBCB process.

A copy of the Share Purchase Agreement dated 30.05.2022 and letter dated 12.05.2022 issued by Ministry of Power, are enclosed herewith and marked as **Annexure A-15 (Colly.)**.

21. Further, after complying with all the obligations relating to acquisition of the SPV by M/s GR Infraprojects Ltd., the Petitioner vide the present Application has approached this Hon'ble Commission for grant of transmission license in order to execute the Transmission System as a TSP in terms of the RFP and TSA.
22. It is submitted that Section 14 of the Electricity Act provides that the Appropriate Commission may, on an application made under Section 15 of the Act, grant Licence to any person to transmit electricity as a transmission licensee in any area as may be specified in the Licence. 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, artificial or juridical person. Therefore, the Applicant in accordance with the obligations provided under TSA and in terms of Section 14, 15 & 79 (1) (e) of the Electricity Act is filing the present Petition/Application inter-alia seeking grant

of Transmission Licence for the Transmission System explained above.

23. 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. Having regard to the provisions of the parent Act, this Hon'ble Commission has enacted Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009. As per Regulation 6 of the aforementioned Regulations, a person selected through the process under the guidelines for competitive bidding is eligible for grant of licence. Accordingly, the Applicant after possessing the necessary eligibility criterion, has approached this Hon'ble Commission vide the present Application.
24. That, the Applicant i.e., Rajgarh Transmission Limited, incorporated under the Companies Act, 2013, is a 100% wholly owned subsidiary of M/s GR Infraprojects Limited which has been selected as a successful bidder on the basis of the Tariff Based

Competitive Bidding conducted as per the Tariff Based Bidding Guidelines for Transmission Service issued by the Ministry of Power, Government of India and thus eligible for issuance of transmission licence under CERC Transmission license Regulations.

25. It is submitted that the grant of transmission license is a pre-condition under the Transmission Service Agreement and is also a requirement in law without which the Applicant cannot proceed with the establishment of the Transmission System as a TSP.
26. This Hon'ble Commission in CERC Transmission Licence Regulations, 2009 had prescribed the form of Application and also the amount of fee for making an application for grant of Transmission Licence. Accordingly, the Applicant is submitting the present Application in such prescribed format along with the fees as per Regulation 7(1) of the said Regulations.

A Copy of duly filled Form-I along with the Resolution passed by the Board of Directors of Rajgarh Transmission Limited is enclosed herewith and marked as **Annexure A-16**.

27. It is submitted that a copy of the Application for grant of Transmission Licence is being forwarded to each of the Respondents in terms of Regulation 7(4) of CERC Transmission Licence Regulations.
28. It is further submitted that the Applicant is simultaneously submitting/furnishing a copy of the instant Application to Central Transmission Utility, as required under Section 15 (3) of the Electricity Act and Regulation 7(6) of CERC Transmission Licence Regulations, 2009 seeking appropriate recommendations, if any, in accordance with Section 15 (4) of the Act. In addition, CTUIL is also a party Respondent in the present petition.
29. The present Application/ petition for grant of Transmission Licence is being posted on its website www.grrtl.com as per Regulation 7(5) of CERC Transmission Licence Regulations so as to facilitate the access of the Application by any person through internet.
30. Having regard to the above submissions, the Applicant submits that it possesses the requisite eligibility criteria for grant of transmission licence as stipulated under CERC Transmission Licence Regulations and therefore this Hon'ble Commission may

grant the prayer as prayed for. The Applicant further craves leave of this Hon'ble Commission to submit relevant information/ documents as and when required to comply with the obligations under the provisions of law.

31. The Applicant undertakes to comply with all the other requirements as provided in the CERC Transmission License Regulations read with Order dated 22.01.2022 passed in Petition No. 1/SM/2022 in relation to the publication of notices, service on the beneficiaries of the Petitioner's Transmission System. Accordingly, the Petitioner shall place on record the compliance reports before the Hon'ble Commission.
32. The present Application is being made bona-fide and in the interest of justice.

PRAYER

The Applicant/ Petitioner hereby humbly prays the Hon'ble Commission to:

- a) Issue the Transmission License to the Applicant/ Petitioner for establishing, operating and maintaining the Transmission System of "*Transmission System for Evacuation of Power from RE Projects in Rajgarh (2500 Mw) SEZ in Madhya Pradesh*", comprising of assets elements as detailed in the present petition, in terms of the provisions of RFP and Transmission Service Agreement read with Section 14, 15 and 79 (1) (e) of the Electricity Act;
- b) Allow the Transmission System, as detailed in the present Petition/ Application to be part of the Inter-State Transmission System and direct that the recovery of transmission charges shall be in accordance with the terms of the Central Electricity Regulatory Commission (Sharing of Inter-state Transmission Charges and losses 2020);
- c) Condone any inadvertent errors omissions/ errors / shortcomings and permit the Applicant to add/change/modify/alter these pleadings and make further submissions as may be required at a future date;

- d) Pass any other orders, as this Hon'ble Commission may deem fit and proper in the light of the facts and circumstances of the instant case.

P.C. Tripathi

PETITIONER

THROUGH

Lavanya



**HEMANT SINGH/ BIJU MATTAM
ANKITA BAFNA/ LAVANYA PANWAR**

ADVOCATES FOR THE PETITIONER

**CHARTER LAW CHAMBERS
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PLACE: New Delhi

DATE: 04.06.2022

**BEFORE THE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI
PETITION NO. ____/TL/2022**

IN THE MATTER OF

Rajgarh Transmission Ltd.

...PETITIONER

VERSUS

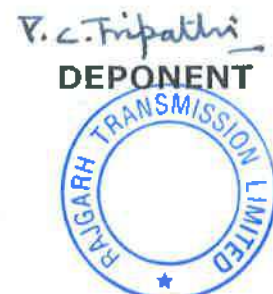
Rewa Ultra Mega Solar Ltd. *X Ors.*

...RESPONDENTS

AFFIDAVIT

I, Prakash Chandra Tripathi, s/o Mr. S.K.Tripathi, aged about 47 years, working as Assistant General Manager of the Petitioner Company, having its office at 2nd Floor, Novus Tower, Plot No. 18, Sector-18, Gurugram, Haryana – 122015, presently at New Delhi, do hereby affirm and state as follows:

1. That I am the authorized representative of the Petitioner Company, Rajgarh Transmission Ltd., and I am fully conversant with the facts and circumstances of the case and I have been duly authorized and am, therefore, competent to affirm this affidavit.
2. I have read the accompanying submissions being submitted on behalf of Rajgarh Transmission Ltd. and have understood the contents thereof and that the contents therein are true and correct to the best of my knowledge and belief.
3. The annexures, if any, filed along with the present petition are true copies of their respective original.



VERIFICATION

- 4 JUN 2022.

I, the Deponent above named do hereby verify 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.


Verified at New Delhi on this 04 day of June, 2022.



Identify the Deponent who has
 subscribed T.I. in my presence

Sanjay



ATTESTED

 NOTARY (Govt. of India)
 Neelam Sharma
 Advocate
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 New Delhi-110001
 (M): 9899408301

- 4 JUN 2022

रजिस्ट्री सं. डी.एल.- 33004/99

REGD. No. D. L.-33004/99



भारत का राजपत्र The Gazette of India

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CG-DL-E-20072021-228376

असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 2669]
No. 2669]

नई दिल्ली, सोमवार, जुलाई 19, 2021/आषाढ़ 28, 1943
NEW DELHI, MONDAY, JULY 19, 2021/ASHADHA 28, 1943

विद्युत मंत्रालय

नई दिल्ली, 19 जुलाई, 2021

अधिसूचना

का.आ. 2875(अ).—विद्युत अधिनियम, 2003 (2003 का 36) की धारा 63 के तहत परिचालित दिशा-निर्देशों के पैरा 3 के उप-पैरा 3.2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार ने टैरिफ आधारित प्रतिस्पर्धी बोली के तहत क्रियान्वयन हेतु निम्न तालिका में उल्लिखित राजपत्र अधिसूचनाओं के द्वारा निम्नलिखित पारेषण स्कीमों में अधिसूचित की थीं :

क्रम सं.	योजना का नाम	राजपत्र अधिसूचना जिसके द्वारा योजना अधिसूचित की गई थी।
1	मध्य प्रदेश में राजगढ़ (2500 एमडबल्यू) एसईजेड में नवीकरणीय ऊर्जा परियोजनाओं से विद्युत की निकासी के लिए पारेषण प्रणाली	का.आ. 386(अ) दिनांक 27.1.2020 [फा.सं. 15/3/2018-ट्रांस-पार्ट(1)]
2	गड़ग (2500 एमडबल्यू) कर्नाटक में सौर ऊर्जा क्षेत्र के लिए पारेषण स्कीम भाग-क	का.आ. 386(अ) दिनांक 27.1.2020 [फा.सं. 15/3/2018- ट्रांस-पार्ट (1)]
3	करूर/तिरुपुर पवन ऊर्जा क्षेत्र (तमिलनाडु) (2500	का.आ. 3635(अ)

	एमडब्ल्यू) में नवीकरणीय ऊर्जा स्रोतों से विद्युत की निकासी हेतु पारेषण स्कीम	दिनांक 10.10.2019 [फा. सं. 15/3/2018-ट्रांस-पार्ट (3)]
4	चेनाब वैली एचईपी में पकलदुल एचईपी से विद्युत निकासी हेतु पारेषण स्कीम कनेक्टिविटी प्रणाली	का.आ. 3313(अ). दिनांक 25.9.2020 [फा.सं.15/3/2018-ट्रांस-पार्ट(2)]
5	महाराष्ट्र में ओसमानाबाद क्षेत्र (1जीडब्ल्यू) में नवीकरणीय ऊर्जा परियोजनाओं से विद्युत की निकासी हेतु पारेषण प्रणाली	का.आ. 386(अ) दिनांक 27.1.2020 [फा.सं.15/3/2018-ट्रांस-पार्ट(1)]
6	चरण-I के तहत खावड़ा पी.एस. में 3 जीडब्ल्यू आरई इंजेक्शन की निकासी हेतु पारेषण स्कीम	का.आ. 3313(अ) दिनांक 25.9.2020 [फा.सं. 15/3/2018- ट्रांस-पार्ट (2)]
7	चरण-II भाग-च के तहत राजस्थान में सौर ऊर्जा क्षेत्रों से विद्युत की निकासी हेतु पारेषण प्रणाली सुदृढीकरण स्कीम	का.आ. 386(अ) दिनांक 27.1.2020 [फा.सं. 15/3/2018- ट्रांस-पार्ट (1)]

2. अब केंद्रीय सरकार ने राष्ट्रीय पारेषण समिति (एनसीटी) की चौथी बैठक और केंद्रीय विद्युत प्राधिकरण (सीईए) की सिफारिशों की जाँच करने के पश्चात् उपर्युक्त सात स्कीमों के कार्य क्षेत्र को आशोधित करने का निर्णय लिया है। उसी रूप में, उपरोक्त स्कीमों के कार्य क्षेत्र को निम्नानुसार आशोधित किया जाता है:

क्र.सं. Sl. No.	योजना का नाम	स्कीम का आशोधित कार्यक्षेत्र												
1	मध्यप्रदेश में राजगढ़ (2500 एमडब्ल्यू) एसईजेड में नवीकरणीय ऊर्जा परियोजनाओं से विद्युत की निकासी हेतु पारेषण प्रणाली	<p>मध्यप्रदेश में राजगढ़ (1500 एमडब्ल्यू) एसईजेड में नवीकरणीय ऊर्जा परियोजनाओं से विद्युत की निकासी हेतु पारेषण प्रणाली: चरण-I</p> <p>कार्यक्षेत्र</p> <table border="1"> <thead> <tr> <th>क्र.सं.</th><th>पारेषण स्कीम का कार्यक्षेत्र</th><th>क्षमता/कि.मी.</th></tr> </thead> <tbody> <tr> <td>1.</td><td>पचोरा एसईजेडपीएस में 420 केवी (125 एमवीएआर) बस रिएक्टर के साथ 400/220 केवी, 3x500 एमवीए की स्थापना</td><td>400/220 केवी, 500 एमवीए आईसीटी – 3</td></tr> <tr> <td></td><td>भावी प्रावधान : वे के साथ 400/220 केवी आईसीटी के लिए स्थान : 6</td><td>400 केवी आईसीटी बे – 3 220 केवी आईसीटी बे – 3 400 केवी लाइन बे – 2 220 केवी लाइन बे – 6</td></tr> <tr> <td></td><td>400 केवी लाइन बे : 8 220 केवी लाइन बे : 9 वे के साथ 420 बस रिएक्टर:1 220 केवी बस अनुभगीय बे:2(प्रत्येक मेन बस</td><td>(अगार एवं शाजापुर सोलर पार्क इंटरकनेक्शन के लिए 4 और अन्य नवीकरणीय उर्जा परियोजनाओं के लिए 2) 125 एमवीएआर, 420 केवी रिएक्टर-1</td></tr> </tbody> </table>	क्र.सं.	पारेषण स्कीम का कार्यक्षेत्र	क्षमता/कि.मी.	1.	पचोरा एसईजेडपीएस में 420 केवी (125 एमवीएआर) बस रिएक्टर के साथ 400/220 केवी, 3x500 एमवीए की स्थापना	400/220 केवी, 500 एमवीए आईसीटी – 3		भावी प्रावधान : वे के साथ 400/220 केवी आईसीटी के लिए स्थान : 6	400 केवी आईसीटी बे – 3 220 केवी आईसीटी बे – 3 400 केवी लाइन बे – 2 220 केवी लाइन बे – 6		400 केवी लाइन बे : 8 220 केवी लाइन बे : 9 वे के साथ 420 बस रिएक्टर:1 220 केवी बस अनुभगीय बे:2(प्रत्येक मेन बस	(अगार एवं शाजापुर सोलर पार्क इंटरकनेक्शन के लिए 4 और अन्य नवीकरणीय उर्जा परियोजनाओं के लिए 2) 125 एमवीएआर, 420 केवी रिएक्टर-1
क्र.सं.	पारेषण स्कीम का कार्यक्षेत्र	क्षमता/कि.मी.												
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	<p>नोट: (i) मैसर्स बीडीटीसीएल (भोपाल धुले ट्रांसमिशन कंपनी लिमिटेड) पचोरा एमईजेड पीपी- भोपाल (स्टेरलाइट) 400 केवी डी/सी लाइन की समाप्ति के लिए भोपाल (स्टेरलाइट) में 400 केवी लाइन के 2 बे के लिए स्थान उपलब्ध कराएगा।</p> <p>(ii) स्विचेबल लाइन रिएक्टर्स के लिए स्थान सहित 400 केवी लाइन बे के भावी प्रावधान हेतु स्थान रखा जाएगा।</p> <p>(iii) पचोरा पी.एस. में एलटीए के अनुमति के बाद ही स्कीम का कार्यान्वयन किया जाएगा।</p> <p>कार्यान्वयन समयावधि : नवीकरणीय ऊर्जा विकासकर्ताओं के शेड्यूल के समय या एसपीवी के हस्तांतरण की तारीख से 18 महीने, जो भी बाद में हो।</p>													
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		<ul style="list-style-type: none">• भावी लाइन वे के लिए स्थान : 8										
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		3. गडग पीएस- नरेन्द्र (न्यू)एस पीएस 400 केवी डी/सी लाइन के लिए नरेन्द्र (न्यू) में 400 केवी लाइन वे	400 केवी लाइन वे - 2									
		<p>नोट :</p> <p>(i) पावरग्रिड गडग पीएस-नरेन्द्र (न्यू) पीएस 400 केवी (क्वैड मूज के समतुल्य उच्च क्षमता) डी/सी लाइन की समाप्ति के लिए नरेन्द्र (न्यू) 400 केवी सब स्टेशन में 400 केवी लाइन के 2 वे के लिए स्थान उपलब्ध कराएगा।</p> <p>कार्यान्वयन समयावधि : नवीकरणीय ऊर्जा विकासकर्ताओं के शेड्यूल के समान या एसपीवी के हस्तांतरण की तारीख से 18 महीने, जो भी बाद में हो।</p>										
3	करुर/तिरुपुर पवन ऊर्जा क्षेत्र (तमिलनाडु) (2500 एमडबल्यू) में नवीकरणीय ऊर्जा स्रोतों से विद्युत की निकासी हेतु पारेषण स्कीम	<p>करुर/तिरुपुर पवन ऊर्जा क्षेत्र (तमिलनाडु) (1000 एमडबल्यू) में नवीकरणीय ऊर्जा स्रोतों से विद्युत की निकासी हेतु पारेषण - चरण-1</p> <p>कार्यक्षेत्र :</p> <table><tr><th>क्र.स.</th><th>पारेषण स्कीम का कार्यक्षेत्र</th><th>क्षमता/केवी</th></tr><tr><td>1.</td><td><p>2x500 एमवीए, 400/230 केवी करुर पीएस की स्थापना</p><p>करुर पीएस में 230 केवी के 4 वे (आईएसटीएस के भाग के रूप में कार्यान्वित की जाएगी)</p><p>चरण-II के लिए स्थान का प्रावधान :</p><p>वे के साथ 400/230केवी आईसीटी :</p><p>3 230केवी लाइन वे : 5</p><p>230 केवी बस अनुभागीय वे : 2</p><p>भावी प्रावधान : निम्न के लिए अतिरिक्त स्थान</p><p>(i) वे के साथ 400/230 केवी आईसीटीएस: 3</p><p>(ii) 400केवी लाइन वे: 6</p><p>(iii) 230केवी लाइन वे: 7</p></td><td><p>400/230 केवी, 500 एमवीए आईसीटी -2</p><p>400 केवी आईसीटी वे - 2</p><p>230 केवी आईसीटी वे - 2</p><p>400 केवी लाइन वे - 4</p><p>230 केवी लाइन वे - 4</p><p>125 एमवीएआर, 420 केवी बस रिएक्टर - 2</p><p>420 केवी बस रिएक्टर वे- 2</p></td></tr><tr><td>2.</td><td>करुर पीएस पर पुगलूर- पुगलूर (एचवीडीसी) 400केवी डी/सी लाइन के दोनों सर्किट का लीलो- (क्वैड मूज एसीएसआर कंडक्टर सहित)</td><td>लंबाई - 50</td></tr></table> <p>कार्यान्वयन समयावधि : नवीकरणीय ऊर्जा विकासकर्ता के शेड्यूल के समान या एसपीवी के हस्तांतरण</p>		क्र.स.	पारेषण स्कीम का कार्यक्षेत्र	क्षमता/केवी	1.	<p>2x500 एमवीए, 400/230 केवी करुर पीएस की स्थापना</p> <p>करुर पीएस में 230 केवी के 4 वे (आईएसटीएस के भाग के रूप में कार्यान्वित की जाएगी)</p> <p>चरण-II के लिए स्थान का प्रावधान :</p> <p>वे के साथ 400/230केवी आईसीटी :</p> <p>3 230केवी लाइन वे : 5</p> <p>230 केवी बस अनुभागीय वे : 2</p> <p>भावी प्रावधान : निम्न के लिए अतिरिक्त स्थान</p> <p>(i) वे के साथ 400/230 केवी आईसीटीएस: 3</p> <p>(ii) 400केवी लाइन वे: 6</p> <p>(iii) 230केवी लाइन वे: 7</p>	<p>400/230 केवी, 500 एमवीए आईसीटी -2</p> <p>400 केवी आईसीटी वे - 2</p> <p>230 केवी आईसीटी वे - 2</p> <p>400 केवी लाइन वे - 4</p> <p>230 केवी लाइन वे - 4</p> <p>125 एमवीएआर, 420 केवी बस रिएक्टर - 2</p> <p>420 केवी बस रिएक्टर वे- 2</p>	2.	करुर पीएस पर पुगलूर- पुगलूर (एचवीडीसी) 400केवी डी/सी लाइन के दोनों सर्किट का लीलो- (क्वैड मूज एसीएसआर कंडक्टर सहित)	लंबाई - 50
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		की तारीख से 18 महीने, जो भी बाद में हो।																					
4	चेनाब वैली एचईपी में पकलदुल एचईपी से विद्युत निकासी हेतु पारेषण स्कीम - कनेक्टिविटी प्रणाली	<p>कार्यक्षेत्र:</p> <table border="1"> <thead> <tr> <th>क्रम सं.</th><th>पारेषण योजना का क्षेत्र</th><th>क्षमता/लाइन लंबाई किमी</th></tr> </thead> <tbody> <tr> <td>1.</td><td>किशनपुर -दुलहस्ती 400 केवी डी/सी (क्वाड) लाइन (सिंगल सर्किट स्ट्रिंग) के एक सर्किट की लीलो द्वारा किशनवाड़ स्विचिंग स्टेशन में 420 केवी, 125 एमवीएआर बस रिएक्टर के साथ किशनवाड़ (जीआईएस) में 400 केवी स्विचिंग स्टेशन की स्थापना भावी कार्यक्षेत्र : निम्न हेतु स्थान बे के साथ 765/400 केवी आईसीटी - 3 बे के साथ 400/220 केवी आईसीटी - 2 बे के साथ 400/132 केवी आईसीटी - 2 स्विचबल लाइन रिएक्टर के साथ 765 केवी लाइन बे - 6 400 केवी लाइन बे - 8 220 केवी लाइन बे - 2 132 केवी लाइन बे - 2 बे के साथ 765 केवी रिएक्टर -1 बे के साथ 400 केवी रिएक्टर - 1</td><td>420 केवी, 125 एमवीएआर बस रिएक्टर के साथ 400 केवी स्विचिंग स्टेशन - 1 रिएक्टर बे -1</td></tr> <tr> <td>2.</td><td>किशनपुर-दुलहस्ती 400केवी डी/सी (क्वाड) लाइन के एक सर्किट का लीलो</td><td>लीलो की लंबाई- 10 कि.मी.</td></tr> <tr> <td>3.</td><td>किशनपुर-दुलहस्ती 400केवी डी/सी (क्वाड) लाइन के एक सर्किट के लीलो के लिए किशनवाड़ (जीआईएस) में 400 केवी के 2 बे</td><td>400 केवी लाइन बे - 2</td></tr> <tr> <td>4.</td><td>किशनवाड़ -किशनपुर सेक्शन की दूसरे सर्किट की स्ट्रिंगिंग के लिए किशनवाड़ (जीआईएस) में 400केवी लाइन का एक बे</td><td>400 केवी लाइन बे-1</td></tr> <tr> <td>5.</td><td>किशनवाड़ पुलिंग स्टेशन में संबद्ध बे के साथ 2x200 एमवीए, 400/132 केवी आईसीटी</td><td>200 एमवीए, 400/132 केवी आईसीटी- 2 400 केवी आईसीटी बे - 2 132 केवी आईसीटी बे - 2</td></tr> <tr> <td>6.</td><td>132 केवी की 4 बे</td><td>132 केवी लाइन बे (जीआईएस)- 4</td></tr> </tbody> </table> <p># किशनवाड़ पुलिंग स्टेशन (जीआईएस) का स्थान अभी तय किया जाना है। लाइन लंबाई अनंतिम है। कार्यान्वयन समयावधि : पकलदुल एचईपी के अनुरूप समयसीमा में क्रियान्वित किया जाएगा।</p>	क्रम सं.	पारेषण योजना का क्षेत्र	क्षमता/लाइन लंबाई किमी	1.	किशनपुर -दुलहस्ती 400 केवी डी/सी (क्वाड) लाइन (सिंगल सर्किट स्ट्रिंग) के एक सर्किट की लीलो द्वारा किशनवाड़ स्विचिंग स्टेशन में 420 केवी, 125 एमवीएआर बस रिएक्टर के साथ किशनवाड़ (जीआईएस) में 400 केवी स्विचिंग स्टेशन की स्थापना भावी कार्यक्षेत्र : निम्न हेतु स्थान बे के साथ 765/400 केवी आईसीटी - 3 बे के साथ 400/220 केवी आईसीटी - 2 बे के साथ 400/132 केवी आईसीटी - 2 स्विचबल लाइन रिएक्टर के साथ 765 केवी लाइन बे - 6 400 केवी लाइन बे - 8 220 केवी लाइन बे - 2 132 केवी लाइन बे - 2 बे के साथ 765 केवी रिएक्टर -1 बे के साथ 400 केवी रिएक्टर - 1	420 केवी, 125 एमवीएआर बस रिएक्टर के साथ 400 केवी स्विचिंग स्टेशन - 1 रिएक्टर बे -1	2.	किशनपुर-दुलहस्ती 400केवी डी/सी (क्वाड) लाइन के एक सर्किट का लीलो	लीलो की लंबाई- 10 कि.मी.	3.	किशनपुर-दुलहस्ती 400केवी डी/सी (क्वाड) लाइन के एक सर्किट के लीलो के लिए किशनवाड़ (जीआईएस) में 400 केवी के 2 बे	400 केवी लाइन बे - 2	4.	किशनवाड़ -किशनपुर सेक्शन की दूसरे सर्किट की स्ट्रिंगिंग के लिए किशनवाड़ (जीआईएस) में 400केवी लाइन का एक बे	400 केवी लाइन बे-1	5.	किशनवाड़ पुलिंग स्टेशन में संबद्ध बे के साथ 2x200 एमवीए, 400/132 केवी आईसीटी	200 एमवीए, 400/132 केवी आईसीटी- 2 400 केवी आईसीटी बे - 2 132 केवी आईसीटी बे - 2	6.	132 केवी की 4 बे	132 केवी लाइन बे (जीआईएस)- 4
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5	महाराष्ट्र में उस्मानाबाद क्षेत्र (1 गीगावाट)	महाराष्ट्र में उस्मानाबाद क्षेत्र (1 गीगावाट) में आरई परियोजनाओं से विद्युत की निकासी के लिए पारेषण प्रणाली																					

	<p>में आरई परियोजनाओं में विद्युत की निकासी के लिए पारेषण प्रणाली</p>	<p>कार्यक्षेत्र:</p> <table border="1"> <thead> <tr> <th>क्र. सं.</th><th>पारेषण योजना का कार्यक्षेत्र</th><th>क्षमता/किलोमीटर</th></tr> </thead> <tbody> <tr> <td>1.</td><td>कल्लम पीएस के पास 2x500 एमवीए, 400/220 केवी सब-स्टेशन की स्थापना भावी प्रावधानों के लिए स्थान: बे सहित 400/220 केवी आईसीटी: 2 स्विचेबल लाइन रिएक्टरों के लिए स्थान सहित 400 केवी लाइन बे: 6 220 केवी लाइन बे: 4 बे सहित 400 केवी बस रिएक्टर: 1</td><td>2x500एमवीए, 400/220केवी 400केवी आईसीटी बे-2 220केवी आईसीटी बे-2 400केवी लाइन बे-4 220केवी लाइन बे- 4</td></tr> <tr> <td>2</td><td>कल्लम पीएस में 1x125 एमवीएआर बस रिएक्टर</td><td>1x125एमवीएआर, 400केवी रिएक्टर बे-1</td></tr> <tr> <td>3</td><td>कल्लम पीएस में परली (पीजी) - पुणे (जीआईएस) 400 केवी डी/सी लाइन के दोनों सर्किटों का एलआईएलओ</td><td>10 किलोमीटर</td></tr> <tr> <td>4</td><td>कल्लम-पुणे (जीआईएस) 400 केवी डी/सी लाइन के कल्लम पीएस छोर पर 400 ओएचएमएस एनजीआर के साथ नए 50एमवीएआर स्विचेबल लाइन रिएक्टर का प्रावधान</td><td>2x50 एमवीएआर, 400केवी रिएक्टर बे-2</td></tr> </tbody> </table>	क्र. सं.	पारेषण योजना का कार्यक्षेत्र	क्षमता/किलोमीटर	1.	कल्लम पीएस के पास 2x500 एमवीए, 400/220 केवी सब-स्टेशन की स्थापना भावी प्रावधानों के लिए स्थान: बे सहित 400/220 केवी आईसीटी: 2 स्विचेबल लाइन रिएक्टरों के लिए स्थान सहित 400 केवी लाइन बे: 6 220 केवी लाइन बे: 4 बे सहित 400 केवी बस रिएक्टर: 1	2x500एमवीए, 400/220केवी 400केवी आईसीटी बे-2 220केवी आईसीटी बे-2 400केवी लाइन बे-4 220केवी लाइन बे- 4	2	कल्लम पीएस में 1x125 एमवीएआर बस रिएक्टर	1x125एमवीएआर, 400केवी रिएक्टर बे-1	3	कल्लम पीएस में परली (पीजी) - पुणे (जीआईएस) 400 केवी डी/सी लाइन के दोनों सर्किटों का एलआईएलओ	10 किलोमीटर	4	कल्लम-पुणे (जीआईएस) 400 केवी डी/सी लाइन के कल्लम पीएस छोर पर 400 ओएचएमएस एनजीआर के साथ नए 50एमवीएआर स्विचेबल लाइन रिएक्टर का प्रावधान	2x50 एमवीएआर, 400केवी रिएक्टर बे-2
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		<p>3. खावड़ा पीएस (जीआईएस) - भुज पीएस 765 केवी डी/सी लाइन के निष्कासन हेतु भुज पीएस में प्रत्येक में 2 लाइन बे।</p> <p>4. खावड़ा (जीआईएस) पीएस में 400/220 केवी, 2X500 एमवीए ट्रांसफॉर्मेशन क्षमता का भूजन (220 केवी स्तर पर दी गई कनेक्टिविटी/एलटीए के अनुसार कार्यान्वयन किया जाना है)</p> <p>765 केवी एआईएस लाइन बे - 2</p> <p>400/220 केवी, 500 एमवीए आईसीटी-2 400 केवी आईसीटी बे- 2 220 केवी आईसीटी बे- 2 220 केवी लाइन बे - 4 (220 केवी स्तर पर कनेक्टिविटी मांगने वाले आरई उत्पादकों के निष्कासन हेतु)</p> <p>कार्यान्वयन की समय-सीमा: आरई परियोजनाओं की समान समय-सीमा या एसपीवी के अंतरण की तारीख से 24 महीने, जो भी बाद में हो।</p> <p>टिप्पणी:</p> <p>(i) * अब तक, 400 केवी स्तर पर प्रस्तावित खावड़ा पीएस में मैसर्स अदानी रिन्यूएबल्स होलिंग्स फोर लिमिटेड को 3.5 गीगावाट चरण-II कनेक्टिविटी प्रदान की गई है। तदनुसार, समर्पित लाइन के निष्कासन के लिए 400 केवी की 3 जीआईएस लाइन बे को खावड़ा पीएस के कार्यक्षेत्र में शामिल किया गया है।</p> <p>(ii) खावड़ा में प्रस्तावित 220 केवी स्तर का कार्यान्वयन केवल तभी किया जाएगा जब कनेक्टिविटी/एलटीए 220 केवी स्तर पर प्रदान की गई हो और आरई परियोजनाओं की समान समय-सीमा में कार्यान्वित करने की आवश्यकता हो, जिन्होंने 220 केवी स्तर या 24 महीनों, जो भी बाद में हो, में कनेक्टिविटी/एलटीए की मांग की है।</p>												
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4.	बीकानेर-II पीएस - खेतड़ी 400 केवी 2xडी/सी लाइन के लिए खेतड़ी में 400 केवी के 4 लाइन बे	400 केवी लाइन बे- 4
5.	खेतड़ी-भिवाड़ी 400 केवी डी/सी लाइन (ट्विन एचटीएलएस)*	
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8.	बीकानेर II एस/एस ± 300 एमवीएआर, 2x125 एमवीएआर एमएससी, 1x125 एमवीएआर एमएमआर में स्टेटकॉम	

* नॉमिनल वोल्टेज पर प्रत्येक सर्किट में 2200 एमवीए की न्यूनतम क्षमता के साथ

टिप्पणी:

(i) पावरग्रिड द्वारा भिवाड़ी सबस्टेशन पर 400 केवी की 2 बे लिए स्थान उपलब्ध कराना।

(ii) खेतड़ी सबस्टेशन के डेवलपर द्वारा बीकानेर-II-खेतड़ी 400 केवी 2x डी/सी लाइन के लिए खेतड़ी में 6 नग 400 केवी बे के लिए स्थान प्रदान करने के साथ-साथ लाइन रिएक्टरों और खेतड़ी-भिवाड़ी 400 केवी डी/सी लाइन (ट्विन एचटीएलएस) के लिए स्थान प्रदान कराना

कार्यान्वयन की समय-सीमा: एसपीवी के अंतरण की तारीख से 18 महीने।

3. इन स्कीमों के लिए बोली प्रक्रिया समन्वयक मूल अधिसूचनाओं के अनुसार यथावत रहेंगे।

[फा. सं. 15/3/2018-ट्रांस-पार्ट(1)]

मृत्युंजय कुमार नारायण, संयुक्त सचिव (ट्रांस)

MINISTRY OF POWER

NOTIFICATION

New Delhi, the 19th July, 2021

S.O. 2875(E).—In exercise of the powers conferred by sub- para 3.2 of Para 3 of the Guidelines circulated under Section 63 of the Electricity Act, 2003 (no. 36 of 2003), the Central Government had notified following transmission schemes for implementation under Tariff Based Competitive Bidding (TBCB) vide Gazette Notifications mentioned in below table:

Sl. No.	Name of the Scheme	Gazette Notification by which Scheme was notified
1	Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh	S.O. 386(E). Dated 27.1.2020 [F.No.15/3/2018-Trans-Pt(1)]
2	Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka -Part A	S.O. 386(E). Dated 27.1.2020 [F.No.15/3/2018-Trans-Pt(1)]

3	Transmission Scheme for Evacuation of power from RE sources in Karur/Tirrupur Wind Energy Zone (Tamil Nadu) (2500 MW)	S.O. 3635(E). Dated 10.10.2019 [F.No.15/3/2018-Trans-Pt(3)]
4	Transmission system for evacuation power from Pakaldul HEP in Chenab Valley HEPs - Connectivity System	S.O. 3313(E). Dated 25.9.2020 [F.No.15/3/2018-Trans-Pt(2)]
5	Transmission system for evacuation of power from RE projects in Osmanabad area (1 GW) in Maharashtra	S.O. 386(E). Dated 27.1.2020 [F.No.15/3/2018-Trans-Pt(1)]
6	Transmission scheme for evacuation of 3 GW RE injection at Khavda P.S. under Phase-I	S.O. 3313(E). Dated 25.9.2020 [F.No.15/3/2018-Trans-Pt(2)]
7	Transmission system strengthening scheme for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under "Phase-II Part-F	S.O. 386(E). Dated 27.1.2020 [F.No.15/3/2018-Trans-Pt(1)]

2. Now, the Central Government has decided to modify the scope of above mentioned seven schemes after examining the recommendations of the 4th meeting of National Committee on Transmission (NCT) and Central Electricity Authority (CEA). As such, the scopes of above schemes are hereby modified as mentioned below:

Sl. No.	Name of the Scheme	Modified Scope of the scheme												
1	Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh	<p>Transmission system for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I</p> <p>Scope:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Capacity /km</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PS with 420 kV (125 MVAR) bus reactor <u>Future provisions:</u> Space for 400/220kV ICTs along with bays: 6 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220 kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus)</td><td>400/220 kV, 500 MVA ICT – 3 400 kV ICT bays – 3 220 kV ICT bays – 3 400 kV line bays – 2 220 kV line bays – 6 (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVAR, 420 kV reactor-I 420 kV reactor bay – 1</td></tr> <tr> <td>2.</td><td>Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors on each circuit at Pachora end</td><td>Length – 160 km Switchable line Reactors (at Pachora end) – 420 kV, 2x80MVAR Line reactor bays (at Pachora) – 2 nos.</td></tr> <tr> <td>3.</td><td>2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)</td><td>400 kV line bays – 2</td></tr> </tbody> </table> <p>Note: (i) M/s BDTCL (Bhopal Dhule Transmission Company Limited) to provide space for 2 no. of 400 kV line bays at Bhopal (Sterlite) for termination of Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line. (ii) Space for future provisions for 400 kV line bays to be kept including the space for switchable line reactors. (iii) The implementation of the scheme to be taken up only after grant of LTA at Pachora P.S</p> <p>Implementation Timeframe: Matching with schedule of RE developers or 18 months</p>	Sl. No.	Scope of the Transmission Scheme	Capacity /km	1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PS with 420 kV (125 MVAR) bus reactor <u>Future provisions:</u> Space for 400/220kV ICTs along with bays: 6 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220 kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus)	400/220 kV, 500 MVA ICT – 3 400 kV ICT bays – 3 220 kV ICT bays – 3 400 kV line bays – 2 220 kV line bays – 6 (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVAR, 420 kV reactor-I 420 kV reactor bay – 1	2.	Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors on each circuit at Pachora end	Length – 160 km Switchable line Reactors (at Pachora end) – 420 kV, 2x80MVAR Line reactor bays (at Pachora) – 2 nos.	3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)	400 kV line bays – 2
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		from the date of transfer of SPV whichever is later.												
2	Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka – Part A	<p>Transmission Scheme for Solar Energy Zone in Gadag (1000 MW), Karnataka- Part A: Phase-I</p> <p>Scope:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Scope of the Transmission Scheme</th><th>Capacity /km</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (1X125 MVAR) bus reactor Future provisions: • Space for 400 kV Line bay with switchable line reactor: 8 nos. • 400/220kV ICT along with associated bay: 4 nos. 220kV • Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus) • Bus coupler bay: 2 nos. • Transfer Bus coupler bay: 2 nos. • Space for future 400/220kV ICT bay: 4 nos. • Space for future line bay: 8 nos.</td><td>400/220 kV, 500 MVA ICT – 2 400 kV ICT bays – 2 220 kV ICT bays – 2 400 kV line bays – 2 220 kV line bays – 4 125 MVar, 420 kV reactor - 1 420 kV reactor bay – 1</td></tr> <tr> <td>2.</td><td>Gadag PS-Narendra (New) PS 400 kV (high capacity equivalent to quad moose) D/C Line</td><td>Length - 100</td></tr> <tr> <td>3.</td><td>400 kV line bays at Narendra (new) for Gadag PS-Narendra (New) PS 400 kV D/c line.</td><td>400 kV line bays – 2</td></tr> </tbody> </table> <p>Note: (ii) Powergrid to provide space for 2 no. of 400 kV line bays at Narendra (New) 400 kV substation for termination of Gadag PS- Narendra (New) 400 kV (high capacity equivalent to quad moose) D/C Line</p> <p>Implementation Timeframe: Matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.</p>	Sr. No.	Scope of the Transmission Scheme	Capacity /km	1.	Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (1X125 MVAR) bus reactor Future provisions: • Space for 400 kV Line bay with switchable line reactor: 8 nos. • 400/220kV ICT along with associated bay: 4 nos. 220kV • Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus) • Bus coupler bay: 2 nos. • Transfer Bus coupler bay: 2 nos. • Space for future 400/220kV ICT bay: 4 nos. • Space for future line bay: 8 nos.	400/220 kV, 500 MVA ICT – 2 400 kV ICT bays – 2 220 kV ICT bays – 2 400 kV line bays – 2 220 kV line bays – 4 125 MVar, 420 kV reactor - 1 420 kV reactor bay – 1	2.	Gadag PS-Narendra (New) PS 400 kV (high capacity equivalent to quad moose) D/C Line	Length - 100	3.	400 kV line bays at Narendra (new) for Gadag PS-Narendra (New) PS 400 kV D/c line.	400 kV line bays – 2
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		(HVDC) 400 kV D/c line (with Quad Moose ACSR Conductor) at Karur PS																						
		Implementation timeframe: Matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.																						
4	Transmission system for evacuation power from Pakaldul HEP in Chenab Valley HEPs - Connectivity System	Transmission system for evacuation power from Pakaldul HEP in Chenab Valley HEPs - Connectivity System Scope: <table><tr><th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Capacity / line length km</th></tr><tr><td>1.</td><td>Establishment of 400 kV switching station at Kishtwar (GIS) along with 420 kV, 125 MVAR Bus Reactor at Kishtwar Switching Station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/c (Quad) line (Single Circuit Strung) Future Scope: Space for 765/400 kV ICT along with bays – 3 400/220 kV ICT along with bays – 2 400/132 kV ICT along with bays – 2 765 kV line bays along with switchable line reactor - 6 400 kV Line bays - 8 220 kV Line bays – 2 132 kV Line bays – 2 765 kV Reactor along with bays-1 400 kV Reactor along with bays – 1</td><td>400 kV switching station with 420 kV, 125 MVAR Bus Reactor – 1 Reactor Bay-1</td></tr><tr><td>2.</td><td>LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line</td><td>LILO Length- 10 km</td></tr><tr><td>3.</td><td>2 nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line</td><td>400 kV line bays – 2</td></tr><tr><td>4.</td><td>1 no of 400 kV line bay at Kishtwar (GIS) for 2nd circuit stringing of Kishtwar- Kishenpur section</td><td>400 kV line bay-1</td></tr><tr><td>5.</td><td>2x200 MVA, 400/132 kV ICT along with associated bays at Kishtwar Pooling station</td><td>200 MVA, 400/132 kV ICT- 2 400 kV ICT bays – 2 132 kV ICT bays – 2</td></tr><tr><td>6.</td><td>4 no. of 132 kV bays</td><td>132 kV line bays (GIS)- 4</td></tr></table> <i># Location of Kishtwar pooling Station (GIS) is yet to be finalized. Line length is tentative</i> Implementation Timeframe: To be implemented in matching timeframe of Pakaldul HEP.		Sl. No.	Scope of the Transmission Scheme	Capacity / line length km	1.	Establishment of 400 kV switching station at Kishtwar (GIS) along with 420 kV, 125 MVAR Bus Reactor at Kishtwar Switching Station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/c (Quad) line (Single Circuit Strung) Future Scope: Space for 765/400 kV ICT along with bays – 3 400/220 kV ICT along with bays – 2 400/132 kV ICT along with bays – 2 765 kV line bays along with switchable line reactor - 6 400 kV Line bays - 8 220 kV Line bays – 2 132 kV Line bays – 2 765 kV Reactor along with bays-1 400 kV Reactor along with bays – 1	400 kV switching station with 420 kV, 125 MVAR Bus Reactor – 1 Reactor Bay-1	2.	LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line	LILO Length- 10 km	3.	2 nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line	400 kV line bays – 2	4.	1 no of 400 kV line bay at Kishtwar (GIS) for 2 nd circuit stringing of Kishtwar- Kishenpur section	400 kV line bay-1	5.	2x200 MVA, 400/132 kV ICT along with associated bays at Kishtwar Pooling station	200 MVA, 400/132 kV ICT- 2 400 kV ICT bays – 2 132 kV ICT bays – 2	6.	4 no. of 132 kV bays	132 kV line bays (GIS)- 4
Sl. No.	Scope of the Transmission Scheme	Capacity / line length km																						
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4.	1 no of 400 kV line bay at Kishtwar (GIS) for 2 nd circuit stringing of Kishtwar- Kishenpur section	400 kV line bay-1																						
5.	2x200 MVA, 400/132 kV ICT along with associated bays at Kishtwar Pooling station	200 MVA, 400/132 kV ICT- 2 400 kV ICT bays – 2 132 kV ICT bays – 2																						
6.	4 no. of 132 kV bays	132 kV line bays (GIS)- 4																						
5	Transmission system for evacuation of power from RE projects in Osmanabad area (1 GW) in Maharashtra	Transmission system for evacuation of power from RE projects in Osmanabad area (1 GW) in Maharashtra Scope: <table><tr><th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Capacity /km</th></tr><tr><td>1.</td><td>Establishment of 2x500 MVA, 400/220 kV sub-station near Kallam PS Space for future Provisions: 400/220 kV ICTs along with bays: 2 nos. 400 kV line bays including the space for switchable line reactors: 6 nos.</td><td>2x500MVA, 400/220kV 400kV ICT bay-2 220kV ICT bay-2 400kV line bay-4 220kV line bay- 4</td></tr></table>		Sl. No.	Scope of the Transmission Scheme	Capacity /km	1.	Establishment of 2x500 MVA, 400/220 kV sub-station near Kallam PS Space for future Provisions: 400/220 kV ICTs along with bays: 2 nos. 400 kV line bays including the space for switchable line reactors: 6 nos.	2x500MVA, 400/220kV 400kV ICT bay-2 220kV ICT bay-2 400kV line bay-4 220kV line bay- 4															
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		<table> <tr> <td></td><td>220kV line bays: 4 nos. 400 kV bus reactor along with bays: 1 no.</td><td></td></tr> <tr> <td>2</td><td>1x125 MVar bus reactor at Kallam PS</td><td>1x125 MVar, 400 kV reactor bay -1</td></tr> <tr> <td>3</td><td>LILO of both circuits of Parli(PG) – Pune(GIS) 400kV D/c line at Kallam PS</td><td>10 km</td></tr> <tr> <td>4</td><td>Provision of new 50MVar switchable line reactor with 400 ohms NGR at Kallam PS end of Kallam – Pune(GIS) 400kV D/c line</td><td>2x50 MVar, 400 kV Reactor bays -2</td></tr> </table>		220kV line bays: 4 nos. 400 kV bus reactor along with bays: 1 no.		2	1x125 MVar bus reactor at Kallam PS	1x125 MVar, 400 kV reactor bay -1	3	LILO of both circuits of Parli(PG) – Pune(GIS) 400kV D/c line at Kallam PS	10 km	4	Provision of new 50MVar switchable line reactor with 400 ohms NGR at Kallam PS end of Kallam – Pune(GIS) 400kV D/c line	2x50 MVar, 400 kV Reactor bays -2			
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4	Provision of new 50MVar switchable line reactor with 400 ohms NGR at Kallam PS end of Kallam – Pune(GIS) 400kV D/c line	2x50 MVar, 400 kV Reactor bays -2															
6	Transmission scheme for evacuation of 3 GW RE injection at Khavda P.S. under Phase-I	<p>Transmission scheme for evacuation of 3 GW RE injection at Khavda P.S. under Phase-I</p> <p>Scope:</p> <table> <tr> <th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Capacity / line length km</th></tr> <tr> <td>1.</td><td>Establishment of 3X1500 MVA 765/400 kV Khavda (GIS) with 1X330 MVAR 765 kV bus reactor and 1X125 MVAR 420 kV bus reactor. Future Scope: Space for 765/400 kV, ICT along with bays - 5 400/220 kV, ICT along with bays- 4 765 kV Line bays along with switchable line reactor- 6 400 kV Line bays – 9 220 kV Line bays - 8 765 kV reactor along with bays - 2 400 kV reactor along with bays – 1 765 kV bus sectionalizer- 1 400 kV bus sectionalizer- 1</td><td>765/400 kV ,1500 MVA ICT-3 765 kV ICT bays-3 400 kV ICT bays-3 330 MVAR 765 kV bus reactor-1 765 kV reactor bay-1 765 kV line bays-2 400 kV reactor bay-1 400 kV line bay-3* 500 MVA, 765/400 kV Spare ICT-1 110 MVAR, 765 kV, 1-ph reactor (spare unit)-1</td></tr> <tr> <td>2.</td><td>Khavda PS(GIS) – Bhuj PS 765 kV D/c line.</td><td>60 km</td></tr> <tr> <td>3.</td><td>2 nos. of line bays each at Bhuj PS for termination of Khavda PS(GIS) – Bhuj PS 765 kV D/c line.</td><td>765 kV AIS line bays – 2</td></tr> <tr> <td>4.</td><td>Creation of 400/220 kV, 2X500 MVA transformation capacity at Khavda (GIS) P.S (implementation to be taken as per connectivity/LTA granted at 220 kV level)</td><td>400/220 kV, 500 MVA ICT-2 400 kV ICT bays- 2 220 kV ICT bays- 2 220 kV Line bays- 4 (for termination of RE generators seeking connectivity at 220 kV level)</td></tr> </table> <p>Implementation Timeframe: Matching timeframe of RE projects or 24 months from the date of transfer of SPV, whichever is later</p> <p>Note: (i) * As on date, 3.5 GW Stage-II connectivity has been granted to M/s Adani Renewables Holding Four Ltd at proposed Khavda PS at 400 kV level. Accordingly, 3 no. of 400 kV GIS line bay for termination of the dedicated line has been included under the scope of works of Khavda P.S. (ii) Implementation of proposed 220 kV level at Khavda to be taken up only if connectivity/ LTA is granted at 220 kV level and needs to be implemented in matching timeframe of RE projects who have sought connectivity/LTA at 220 kV level or 24 months whichever is later.</p>	Sl. No.	Scope of the Transmission Scheme	Capacity / line length km	1.	Establishment of 3X1500 MVA 765/400 kV Khavda (GIS) with 1X330 MVAR 765 kV bus reactor and 1X125 MVAR 420 kV bus reactor. Future Scope: Space for 765/400 kV, ICT along with bays - 5 400/220 kV, ICT along with bays- 4 765 kV Line bays along with switchable line reactor- 6 400 kV Line bays – 9 220 kV Line bays - 8 765 kV reactor along with bays - 2 400 kV reactor along with bays – 1 765 kV bus sectionalizer- 1 400 kV bus sectionalizer- 1	765/400 kV ,1500 MVA ICT-3 765 kV ICT bays-3 400 kV ICT bays-3 330 MVAR 765 kV bus reactor-1 765 kV reactor bay-1 765 kV line bays-2 400 kV reactor bay-1 400 kV line bay-3* 500 MVA, 765/400 kV Spare ICT-1 110 MVAR, 765 kV, 1-ph reactor (spare unit)-1	2.	Khavda PS(GIS) – Bhuj PS 765 kV D/c line.	60 km	3.	2 nos. of line bays each at Bhuj PS for termination of Khavda PS(GIS) – Bhuj PS 765 kV D/c line.	765 kV AIS line bays – 2	4.	Creation of 400/220 kV, 2X500 MVA transformation capacity at Khavda (GIS) P.S (implementation to be taken as per connectivity/LTA granted at 220 kV level)	400/220 kV, 500 MVA ICT-2 400 kV ICT bays- 2 220 kV ICT bays- 2 220 kV Line bays- 4 (for termination of RE generators seeking connectivity at 220 kV level)
Sl. No.	Scope of the Transmission Scheme	Capacity / line length km															
1.	Establishment of 3X1500 MVA 765/400 kV Khavda (GIS) with 1X330 MVAR 765 kV bus reactor and 1X125 MVAR 420 kV bus reactor. Future Scope: Space for 765/400 kV, ICT along with bays - 5 400/220 kV, ICT along with bays- 4 765 kV Line bays along with switchable line reactor- 6 400 kV Line bays – 9 220 kV Line bays - 8 765 kV reactor along with bays - 2 400 kV reactor along with bays – 1 765 kV bus sectionalizer- 1 400 kV bus sectionalizer- 1	765/400 kV ,1500 MVA ICT-3 765 kV ICT bays-3 400 kV ICT bays-3 330 MVAR 765 kV bus reactor-1 765 kV reactor bay-1 765 kV line bays-2 400 kV reactor bay-1 400 kV line bay-3* 500 MVA, 765/400 kV Spare ICT-1 110 MVAR, 765 kV, 1-ph reactor (spare unit)-1															
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4.	Creation of 400/220 kV, 2X500 MVA transformation capacity at Khavda (GIS) P.S (implementation to be taken as per connectivity/LTA granted at 220 kV level)	400/220 kV, 500 MVA ICT-2 400 kV ICT bays- 2 220 kV ICT bays- 2 220 kV Line bays- 4 (for termination of RE generators seeking connectivity at 220 kV level)															
7	Transmission system	Transmission system strengthening scheme for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under "Phase-II Part-F															

strengthening scheme for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under "Phase-II Part-F	Scope:		
	Sr. No.	Name of the Transmission Element	Capacity / line length km
	1.	Establishment of 400 kV switching station at Bikaner -II PS with 420 kV (2x125 MVAR) bus reactor 400 kV, 80MVAR switchable line reactor on each circuit at Bikaner-II end of Bikaner-II – Khetri 400 kV 2xD/c Line Future provisions: Space for 400/220 kV ICTs along with bays:10 400 kV line bays:6 220 kV line bays:16 420 kV reactors along with bays: 2 Suitable bus sectionaliser arrangement at 400 kV and 220 kV	400 kV line bays – 4 125 MVAR, 420 kV bus reactor-2 400 kV bus reactor bay – 2 400 kV, 80MVAR switchable line reactor – 4 Switching equipment for 400 kV switchable line reactor –4
	2.	Bikaner-II PS – Khetri 400 kV 2xD/c line (Twin HTLS* on M/c Tower)	
	3.	1x80 MVAR, 400 kV fixed line reactor on each circuit at Khetri end of Bikaner-II – Khetri 400 kV 2xD/c Line	1x80MVAR, 400 kV Fixed Line reactor – 4
	4.	4 no. of 400 kV line bays at Khetri for Bikaner -II PS – Khetri 400 kV 2xD/c line	400 kV line bays – 4
	5.	Khetri- Bhiwadi 400 kV D/c line (Twin HTLS)*	
	6.	2 no. of 400 kV line bays at Khetri for Khetri - Bhiwadi 400kV D/c line	400 kV line bays – 2
	7.	2 no of 400 kV (GIS) line bays at Bhiwadi for Khetri- Bhiwadi 400 kV D/c line	400 kV line bays – 2
	8.	STATCOM at Bikaner II S/s ± 300 MVAR, 2x125 MVAR MSC, 1x125 MVAR MSR	
*with minimum capacity of 2200 MVA on each circuit at nominal voltage			
Note: (i) Powergrid to provide space for 2 no of 400 kV bays at Bhiwadi substation. (ii) Developer of Khetri substation to provide space for 6 no of 400 kV bays at Khetri for Bikaner-II –Khetri 400 kV 2x D/c line along with space for line reactors & Khetri-Bhiwadi 400 kV D/c line (Twin HTLS)			
Implementation Timeframe: 18 months from the date of transfer of SPV.			

3. Bid Process Co-ordinators for these schemes will remain unchanged as per original notifications.

[F. No. 15/3/2018-Trans-Pt(1)]

MRITUNJAY KUMAR NARAYAN, Jt. Secy. (Trans)



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 RAJGARH TRANSMISSION LIMITED is incorporated on this Sixth day of June Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U40106DL2020GOI364436.

The Permanent Account Number (PAN) of the company is **AAKCR1962R** *

The Tax Deduction and Collection Account Number (TAN) of the company is **DELR37506A** *

Given under my hand at Manesar this Sixth day of June Two thousand twenty .



Digital Signature Certificate
 Mr MANGAL RAM MEENA
 Deputy 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 www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

RAJGARH TRANSMISSION LIMITED
 CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, DELHI, South Delhi,
 Delhi, India, 110003



* as issued by the Income Tax Department

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

RAJGARH TRANSMISSION LIMITED
CIN: U40106DL2020GOI364436

Table A
MEMORANDUM OF ASSOCIATION
OF
A COMPANY LIMITED BY SHARES
RAJGARH TRANSMISSION LIMITED

- I.** The name of the company is **RAJGARH TRANSMISSION LIMITED.**
- II.** The Registered office of the company will be situated in the state of **Delhi-DL.**
- III. [a] The objects to be pursued by the company on its incorporation are:**
 1. 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 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, 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-Station.
 3. 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 and distribution of power.
 4. To plan, promote, develop, erect and maintain, operate and otherwise deal in Telecommunication networks and services in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports: to purchase, sell, import, export, assemble, manufacture, install, commission, maintain, operate commercially whether on own or along with other, on lease or otherwise. These networks and for such purposes to set up and/or install all requisite communications facilities and other facilities including fibre optic links, digital microwave links, communication cables, other telecommunication means, telephone and other exchanges, co-axial stations, microwave stations, repeater stations, security system databases, billing systems, subscriber management systems and other communication systems whether consisting of sound, visual impulse, or otherwise, existing or that may be developed or invented in the future and to manufacture, purchase, sell, import, export, assemble, take or give on lease/rental/subscription basis or by similar means or otherwise deal in all components and other support and ancillary hardware and software systems, accessories, parts and equipments etc. used in or in connection with the operation of the above communication systems and networks including to deal with telecommunication operations or directly with the general public, commercial companies or otherwise.
- [b] Matters which are necessary for furtherance of the objects specified in clause III [A] are:-**
 1. 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 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 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 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.
5. To coordinate with the Central Transmission Utility of electricity generated by it under the relevant provisions of Electricity Act 2003 and any amendments thereto.
6. Subject to provisions of Sections 73, 74, 179, 180 & 186 and other applicable provisions of the Companies Act, 2013 and rules made thereunder 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.
7. 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.
8. 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.
9. Subject to applicable provisions of Companies Act, 2013, 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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.
15. (a) 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.
- 15.(b) To negotiate and enter into agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.
16. 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.
17. To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.
18. 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.
19. To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. Subject to provisions of Sections 181, 182 & 183 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.
26. To open an account or accounts with any individual, firm or company or with any bank bankers or shroofs and to pay into and withdraw money from such account or accounts.
27. 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.
28. 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.
29. 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.
30. To aid peculiarly 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. To apply for purchase, or otherwise acquire any trade marks, 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.
36. 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.

37. To sell, improve, manage, develop, exchange, loan, lease or let, under-lease, sub - let, mortgage, dispose of, deal within any manner, turn to account or otherwise deal with any rights or property of the Company.
- IV.** 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.
- V.** The Share Capital of the Company is 500,000.00 rupees, divided into, 50,000.00 Equity shares of 10.00 rupees each.

- VI. 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, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

<u>Subscriber Details</u>					
<i>Sr. no.</i>	<i>Name, Address, Description and Occupation</i>	<i>DIN/PAN/ Passport Number</i>	<i>No. of shares taken</i>	<i>DSC</i>	<i>Dated</i>
1.	REC TRANSMISSION PROJECTS COMPANY LIMITED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI- 110003, THROUGH ITS CEO THANGARAJAN SUBASH CHANDIRA BOSH S/O SHRI SITHAN THANGARAJAN R/O APARTMENT NO S-2, MIDDLE PORTION 2-B, JANGPURA, NEW DELHI - 110014, OCCUPATION - SERVICE	ALNPS1600G	49994 Equity	Sd/-	03/06/20
2.	KULDEEP RAI S/O LATE SHRI HARI NARAIN SRIVASTAVA, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED B-601, PAN OASIS SOCIETY, PLOT NO. GH-01, NEAR GLOBAL INDIAN INTERNATIONAL SCHOOL, SECTOR-70, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201301 OCCUPATION - SERVICE	08203134	1 Equity	Sd/-	03/06/20
3.	SRINIVASAN MURALIDHARAN S/O SRINIVASAN NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED 103 A, POCKET B, DILSHAD GARDEN, DELHI-110095 OCCUPATION - SERVICE	AIWPM4360K	1 Equity	Sd/-	03/06/20
4.	SUBRATA AICH S/O SHRI SURESH CHANDRA AICH NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED FLAT NO. 9, 1ST FLOOR, SOUTH PARK APPTS, KALKAJI, NEW DELHI-110019 OCCUPATION - SERVICE	08203135	1 Equity	Sd/-	03/06/20
5.	BHUPENDER GUPTA S/O SHRI AMRIT SWAROOP GUPTA NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED C-6/204, SECTOR-43, PWO COMPLEX, GURGAON- 122009, HARYANA OCCUPATION - SERVICE	06940941	1 Equity	Sd/-	03/06/20
6.	HARINDER KAUR CHANI D/O SHRI HARJEET SINGH BADWAL NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED 145, CHARAK SADAN, DOCTOR'S SOCIETY, NEAR DG-III, DDA FLATS, VIKASPURI, NEW DELHI-110018 OCCUPATION - SERVICE	01258347	1 Equity	Sd/-	03/06/20

7.	SWATI GUPTA D/O SHRI ROSHAN LAL MAINI NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED 337, TOWER NO. 1, MOUNT KAILASH APARTMENTS, EAST OF KAILASH, DELHI- 110065 OCCUPATION – SERVICE	ABIPG2377B	1 Equity	Sd/-	03/06/20
	TOTAL SHARES TAKEN		50,000.0 Equity		

Signed Before Me

Name	Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	DSC	Dated
FCA VINAY KUMAR	101, MARUTI APARTMENT, PLOT No- B-5, GURUDWARA ROAD, I.P. EXTENSION, MANDAWALI, DELHI-110092	402996	Sd/-	03/06/20

Table F
as notified under schedule I of the companies Act, 2013
is applicable to the company
ARTICLES OF ASSOCIATION
OF
RAJGARH TRANSMISSION LIMITED
A Company Limited by shares

Interpretation

- I. (1)** In these regulations -
- (a) “the Act” means the Companies Act, 2013,
- (b) “the seal” means the common seal of the company.
- (2)** Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.
- (3)** “Public company” means a company which—
- (a) is not a private company;
- (b) has a minimum paid-up share capital as may be prescribed:
- Provided that a company which is a subsidiary of a company, not being a private company, shall be deemed to be public company for the purposes of this Act even where such subsidiary company continues to be a private company in its articles.

Share Capital and Variation of Rights

- II. 1.** Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
- 2. (i)** Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—
- (a) one certificate for all his shares without payment of any charges; or
- (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii)** Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii)** In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- 3. (i)** If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii)** The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to debentures of the company.
- 4.** Except as required by law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

5. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

Lien

9. (i) The company shall have a first and paramount lien—
 - (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 - (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

- (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
- 10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

 - (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
- 11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on Shares

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.
- (iii) A call may be revoked or postponed at the discretion of the Board.
- 14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.
- 15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 18. The Board—
 - (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
 - (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of Shares

- 19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- 20. The Board may, subject to the right of appeal conferred by section 58 decline to register—
 - (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
 - (b) any transfer of shares on which the company has a lien.
- 21. The Board may decline to recognise any instrument of transfer unless—
 - (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) the instrument of transfer is in respect of only one class of shares.
- 22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

Transmission of Shares

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter 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 or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:
- Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

Forfeiture of Shares

27. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
28. The notice aforesaid shall—
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
30. (i) A forfeited share may be sold or otherwise disposed off on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
31. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

- (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
- 32. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
- 33. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Alteration of Capital

- 34. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
- 35. Subject to the provisions of section 61, the company may, by ordinary resolution-
 - (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- 36. Where shares are converted into stock-
 - (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
 - (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
 - (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
- 37. The company may, by special resolution, reduce in any manner and 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.

Capitalisation of Profits

38. (i) The company in general meeting may, upon the recommendation of the Board, resolve—
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—
- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
 - (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
 - (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
39. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power—
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
- (iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of Shares

40. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

General Meetings

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.
42. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at General Meetings

43. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
- 44. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
- 45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
- 46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of Meeting

- 47. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting Rights

- 48. Subject to any rights or restrictions for the time being attached to any class or classes of shares-
 - (a) on a show of hands, every member present in person shall have one vote; and
 - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
- 49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- 50. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- 52. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- 53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
- 54. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

- 55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
- 56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

58. The day to day management of the business of the Company shall be vested with the Board of Directors of the Company or such person(s), as may be authorized by the Board from time to time. The Board may exercise all such powers of the Company and do all such acts, deeds and things as are not prohibited by the Act or any other law for the time being in force or by the Memorandum of Association of the Company and without prejudice to the foregoing, shall be responsible for all policy matters and the supervision, direction and control of the conduct of the business affairs and operations of the Company.

- i. The first Directors of the Company shall be:-

1. Puthiyarkattu Shivaraman Hariharan
2. Arun Kumar Tyagi
3. Jatin Kumar Nayak

- ii. The first Directors shall hold office until the Directors are appointed in the first Annual General Meeting in accordance with the provisions hereinafter contained. The retiring Directors shall be eligible for re-appointment.
- iii. At every subsequent annual general meeting, one-third of such of the directors for the time being as are liable to retire by rotation, or if their number is neither three nor a multiple of three then, the number nearest to one-third, shall retire from office.
- iv. The directors to retire by rotation at every annual general meeting shall be those who have been longest in office since their last appointment, but as between persons who became directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.
- v. At annual general meeting at which a director retires as aforesaid, the company may fill up the vacancy by appointing the retiring director or some other person thereto.

The Board of Directors of the Company shall consist of not less than 3 but not more than 15 Directors. The appointment of Directors including the Chairman, Managing Director, Whole time Director, Part-time Director shall be done in the General Meetings in accordance with the provisions of the Companies Act, 2013 and Rules made thereunder and shall be eligible for reappointment.

However, till the Company is a Government Company, REC Transmission Projects Company Limited (RECTPCL)- the holding company shall have the full powers to recommend / nominate the name of any Directors to be appointed on the Board of the Company.

Further, RECTPCL shall also have the power to remove any director from office at any time in its absolute discretion. RECTPCL shall also have the right to fill any vacancies in the office of director caused by removal, resignation, death or otherwise.

Subject to provisions of the Act, the Company may by passing the resolution in General Meeting increase/ decrease the maximum number of Directors, and may alter their qualification.

Further the Company may, subject to the provisions of the Act, remove any Director before the expiration of his period of office and appoint another person in place of him.

The Board may appoint any person to act as alternate director for a Director during the later's absence for a period of not less than three months from India and such appointment shall have effect and such appointee, whilst he holds office as an alternate director, shall be entitled to notice of meeting of the Board and to attend and vote there at accordingly; but he shall not require any qualification and shall ipso facto vacate office if and when the absent Director returns to India.

Casual vacancies among Directors may be filled by the Board of Directors, at their meeting and any person so appointed shall hold the office as per the provision of section 161 of the Act.

Subject to the provisions of Section 161 and other applicable provisions (if any) of the Act, the Board shall have power at any time and from time to time, to appoint a person as an Additional Director but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. The Additional Director so appointed shall retire from Office at next annual General Meeting but shall be eligible for election by the company at that meeting as a Director.

59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
 - (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
 - (b) in connection with the business of the company.
60. The Board may pay all expenses incurred in getting up and registering the company.
61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
62. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
64. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

Proceedings of the Board

65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
- 70. (i) A committee may elect a Chairperson of its meetings.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
- 71. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
- 72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
- 73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

- 74. Subject to the provisions of the Act,-
 - (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
 - (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- 75. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

The Seal

- 76. (i) The Board shall provide for the safe custody of the seal;
- (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

Dividends and Reserve

- 77. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- 78. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
- 79. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.
- (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- 80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the

shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
 - (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- 81.** The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
- 82.** (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- 83.** Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
- 84.** Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- 85.** No dividend shall bear interest against the company.

Accounts

- 86.** (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

Winding up

- 87.** Subject to the provisions of Chapter XX of the Act and rules made thereunder—
- (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
 - (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
 - (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

- 88.** Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

<u>Subscriber Details</u>					
<i>Sr. no.</i>	<i>Name, Address, Description and Occupation</i>	<i>DIN/PAN/ Passport Number</i>	<i>Place</i>	<i>DSC</i>	<i>Dated</i>
1.	REC TRANSMISSION PROJECTS COMPANY LIMITED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI- 110003, THROUGH ITS CEO THANGARAJAN SUBASH CHANDIRA BOSH, S/O SHRI SITHAN THANGARAJAN, R/O APARTMENT NO S-2, MIDDLE PORTION 2-B, JANGPURA, NEW DELHI - 110014, OCCUPATION – SERVICE	ALNPS1600G	NEW DELHI	Sd/-	03/06/2020
2.	KULDEEP RAI, S/O LATE SHRI HARI NARAIN SRIVASTAVA, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, B-601, PAN OASIS SOCIETY, PLOT NO. GH-01, NEAR GLOBAL INDIAN INTERNATIONAL SCHOOL, SECTOR-70, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201301, OCCUPATION - SERVICE	08203134	NEW DELHI	Sd/-	03/06/2020
3.	SRINIVASAN MURALIDHARAN, S/O SRINIVASAN, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, 103 A, POCKET B, DILSHAD GARDEN, DELHI-110095, OCCUPATION - SERVICE	AIWPM4360K	NEW DELHI	Sd/-	03/06/2020
4.	SUBRATA AICH, S/O SHRI SURESH CHANDRA AICH, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, FLAT NO. 9, 1ST FLOOR, SOUTH PARK APPTS, KALKAJI, NEW DELHI-110019, OCCUPATION – SERVICE	08203135	NEW DELHI	Sd/-	03/06/2020
5.	BHUPENDER GUPTA, S/O SHRI AMRIT SWAROOP GUPTA, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, C-6/204, SECTOR-43, PWO COMPLEX, GURGAON- 122009, HARYANA, OCCUPATION – SERVICE	06940941	NEW DELHI	Sd/-	03/06/2020
6.	HARINDER KAUR CHANI, D/O SHRI HARJEET SINGH BADWAL, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, 145, CHARAK SADAN, DOCTOR'S SOCIETY, NEAR DG-III, DDA FLATS, VIKASPURI, NEW DELHI-110018, OCCUPATION – SERVICE	01258347	NEW DELHI	Sd/-	03/06/2020
7.	SWATI GUPTA, D/O SHRI ROSHAN LAL MAINI, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, 337, TOWER NO. 1, MOUNT KAILASH APARTMENTS, EAST OF KAILASH, DELHI-110065, OCCUPATION – SERVICE	ABIPG2377B	NEW DELHI	Sd/-	03/06/2020

Signed Before Me:

Name	Address, Description and Occupation	DIN/PAN/ Passport Number/ Membershi p Number	Place	DSC	Dated
FCA VINAY KUMAR	101, MARUTI APARTMENT, PLOT No- B-5, GURUDWARA ROAD, I.P. EXTENSION, MANDAWALI, DELHI- 110092	402996	NEW DELHI	Sd/-	03/06/2020

RAJGARH TRANSMISSION LIMITED

CIN: U40106DL2020GOI364436

List of Equity Shareholders of Rajgarh Transmission Limited as on 3rd June 2022:

S. No.	Name of Shareholder	No. of Equity Shares (Face Value of Rs. 10 each)
1.	G R Infraprojects Limited	49,994
2.	Mr. Devki Nandan Agarwal	1*
3.	Mr. Vinod Kumar Agarwal	1*
4.	Mr. Mahendra Kumar Agarwal	1*
5.	Mr. Ajendra Kumar Agarwal	1*
6.	Mr. Purshottam Agarwal	1*
7.	Mr. Vikas Agarwal	1*
Total		50,000

*G R Infraprojects Limited is the beneficial owner of these shares.

For Rajgarh Transmission Limited



Ashwin Agarwal
Director
DIN: 09619055



REGISTERED OFFICE:

FLAT NO. 1097, Sector-A
Pocket- A, Vasant Kunj
New Delhi- 110070

CORPORATE OFFICE:

2nd Floor, Novus Tower
Plot No.- 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000

**SINGLE STAGE REQUEST FOR PROPOSAL
DOCUMENT**

FOR

**SELECTION OF TRANSMISSION SERVICE PROVIDER
THROUGH TARIFF BASED COMPETITIVE BIDDING
PROCESS**

TO

ESTABLISH TRANSMISSION SYSTEM

FOR

**TRANSMISSION SYSTEM FOR EVACUATION OF
POWER FROM RE PROJECTS IN RAJGARH (2500
MW) SEZ IN MADHYA PRADESH**

ISSUED BY

**REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)**

**Registered Office:
Core-4, SCOPE Complex,
7, Lodhi Road, New Delhi – 110 003
Email: pshariharan@recl.in, pshariharan@recpdcl.in**

09.09.2021

REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
Core-4, SCOPE Complex,
7, Lodhi Road, New Delhi – 110 003

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” is issued by REC Power Development and Consultancy Limited (formerly REC Power Distribution Company Limited) for the benefit of Long Term Transmission Customer(s) as named in Annexure 19.

This RFP document is issued to -

M/s. _____

Chief Executive Officer

.....
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)

Email:
Place:
Date:
Signature:

REQUEST FOR PROPOSAL NOTIFICATION

REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
Core-4, SCOPE Complex,
7, Lodhi Road, New Delhi – 110 003

1. The Ministry of Power, Government of India, vide its notification nos. 15/3/2018-Trans-Pt(1) dated 27/01/2020 & 15/3/2018-Trans-Pt(1) dated 19/07/2021 has appointed REC Power Development and Consultancy Limited (erstwhile REC Transmission Projects Company Limited) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish transmission system for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** through tariff based competitive bidding process.
2. REC Power Development and Consultancy Limited (formerly REC Power Distribution Company Limited) (hereinafter referred to as BPC) hereby invites all prospective Bidders for issue of Request for Proposal (RFP) for selection of 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. The responsibility of the TSP would be to establish the following Transmission System - **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** (hereinafter referred to as 'Project') on build, own, operate & maintain basis and to provide transmission service to the Long Term Transmission Customers, as listed out in **Annexure – 19** of this RFP. The BPC reserves the right to add, delete or replace any Long Term Transmission Customer(s) to the list:

Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I		
S.No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVA, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220kV Bus coupler bay- 1 no. 220kV Transfer Bus Coupler (TBC) bay - 1 no.	18 Months

	<u>Future provisions:</u> Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus)	
2.	Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVA switchable line reactors with 400 ohms NGR on each circuit at Pachora end Switchable line Reactors (at Pachora end) –420 kV, 2x80MVA Line reactor bays (at Pachora) – 2 nos.	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)	

Note:

- (i) *M/s BDTCL (Bhopal Dhule Transmission Company Limited) to provide space for 2 no. of 400 kV line bays at Bhopal (Sterlite) for termination of Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line.*
 - (ii) *Space for future provisions for 400 kV line bays to be kept including the space for switchable line reactors.*
 - (iii) *The implementation of the scheme to be taken up only after grant of LTA at Pachora P.S.*
 - (iv) *The schedule of implementation of the scheme would be matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.*
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 Indian Standards and Codes issued by Bureau of Indian Standards and only in case they are not available under certain conditions, the other equivalent internationally recognized Standards and Codes shall be followed, with prior approval of CEA.
 4. **Transmission License:** The TSP shall obtain the Transmission License from the Appropriate Commission on such terms and conditions as specified by the Appropriate Commission. Bidders shall ensure that they comply with all the requirements of Appropriate Commission for grant of Transmission License.
 5. **Bidding Process:** REC Power Development and Consultancy Limited (formerly REC Power Distribution Company Limited) seeks to select a Transmission Service Provider 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 Levelised Transmission Charge derived from Final Offers quoted during the e-reverse bidding. The selection of the TSP shall be subject to it obtaining Transmission License from the Appropriate Commission which after expiry may be further extended by such period as deemed appropriate by the Appropriate Commission under power vested with it to amend the

conditions of Transmission License. The entire bidding process shall be conducted on electronic platform created by MSTC Limited.

The Bidder shall also make physical submission of the Technical Bid in addition to online submission through the electronic bidding platform. There should be no physical submission of the Financial Bid.

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 Rajgarh 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 Rajgarh Transmission Limited, of which one hundred percent (100%) equity shares has been 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 to the Long Term Transmission Customers as per the terms of the RFP Project Documents.

7. **Commencement of Transmission Service:** The Bidder shall have to commence Transmission Service in accordance with the provisions as may be specified in the TSA.
8. **Transmission Charges:** The Transmission Charges shall be payable by Long Term Transmission Customer(s) in Indian Rupees. Bidders shall quote the Transmission Charges as per the pre-specified structure, as mentioned in 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 Chief Executive Officer, pshariharan@recl.in & pshariharan@recpdcl.in at the address given in para 12 below with a non-refundable fee of 5,00,000 (Rupees Five Lakh Only or US\$ 7,000 (US Dollars Seven Thousand Only) plus 18% GST, in the form of a demand draft in favour of "Rajgarh Transmission Limited" payable at New Delhi or pay via electronic transfer to the following Bank Account:

Beneficiary Name : Rajgarh Transmission Limited
 Bank Name : ICICI Bank, Branch New Delhi-110001
 IFSC Code : ICIC0000007
 Account Number : 000705050350

latest by 10.11.2021. Along-with the Demand Draft, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure C, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Manager, as per Companies Act, 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 a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of

the Consortium separately. In case of e transfer of funds, Integrity Pact has to be submitted before bid submission.

The RFP document shall be issued to the Bidders on any working day from 09.09.2021 to 10.11.2021 between 1030 hours (IST) to 1600 hours (IST). 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: Scanned Copy of the Technical Bid must be uploaded online through the electronic bidding platform on or before 1400 hours (IST) on 11.11.2021. In addition to the above, the Technical Bid in one (1) original plus one (1) copy, must be delivered to the address as given in para 12 below on or before 1400 hours (IST) on 11.11.2021 and Technical Bid will be opened on the same day at 1430 hours (IST) at REC Power Development and Consultancy Limited (formerly REC Power Distribution Company Limited), REC Corporate Head Quarter, D Block, Plot No. I – 4, Sec – 29 Gurugram – 122 001 , in the 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 received and opened on the next working day at the same time and venue. 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 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, clarification in respect of RFP document and submission of Technical and Financial Bid shall be addressed to:

Chief Executive Officer,
 REC Power Development and Consultancy Limited
 (formerly REC Power Distribution Company Limited)
 (A wholly owned subsidiary of REC Limited)
 REC Corporate Head Quarter,
 D Block, Plot No. I – 4,
 Sec – 29 Gurugram – 122 001
 Email: pshariharan@recl.in, pshariharan@recpdcl.in

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 express 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 he has not been induced to enter into such agreement by any representation or warranty, express 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 7 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 2019, Grid Code or any other relevant electricity law, rule or regulation prevalent in 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 company of at least twenty six percent (26%) of the voting rights of the other company. As an illustration a chart is annexed hereto as Annexure – 12;

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

"Appropriate Commission" shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 of the Electricity Act, or the State Regulatory Commission referred to in section 82 of the Electricity Act, 2003 or the Joint Commission referred to in section 83 of the Electricity Act, as the case may be;

"Appropriate Government" shall mean the Central Government in case of any Inter-State Transmission System and the appropriate State Government in case of an Intra-State Transmission System;

"Bid" shall mean Technical Bid and Financial Bid 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 dated 13th April 2006 under Section – 63 of Electricity Act and as amended from time to time;

“Bid Bond” shall mean the unconditional and irrevocable bank guarantee 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 Security Declaration” shall mean the declaration to be submitted along with the Technical Bid by the Bidder in lieu of the Bid Bond, as per the format prescribed in Annexure 14A;

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

“Bid Process Coordinator or BPC” shall mean a person or its authorized representative as notified by the Government of India/concerned State Government, responsible for carrying out the process for selection of Transmission Service Provider;

"CEA" shall mean the Central Electricity Authority constituted under Section - 70 of the Electricity Act, 2003;

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

“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;

"Commercial Operation Date (COD)" shall mean the date of charging the Project or part thereof to its rated voltage level or seven (7) days after the date on which it is declared ready for charging by the Transmission Licensee, but is not able to be charged for reasons not attributable to the Transmission Licensee, its suppliers or contractors;

Provided that the date of commercial operation shall not be a date prior to the Scheduled Date of Commercial Operation mentioned in the TSA, unless mutually agreed to by all parties;

“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 1 and ending on March 31 provided that:

- (i) the last Contract Year shall end on the last day of the term of the TSA;

Provided that for the purpose of payment, the Contract Year shall be the applicable Contract Year as per Annexure-4 of this RFP;

"CTU/Central Transmission Utility" shall mean the utility notified by the Central Government under Section-38 of the Electricity Act, 2003;

"Effective Date" shall have the meaning as ascribed thereto in the TSA;

"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, which has a separate scheduled COD as per Schedule 3 of the TSA and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 6 of the TSA;

"Final Offer" shall mean the Quoted Escalable Transmission Charges and Quoted Non Escalable Transmission Charges, required to be submitted as part of the 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" shall be 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-22 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,2003 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, 2003 as applicable;

"Initial Offer" shall mean the Quoted Escalable Transmission Charges and Quoted Non Escalable Transmission Charges, required to be submitted as part of the 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 Load Despatch Centre;

"Inter-State Transmission System" shall include

- (i) Any system for the conveyance of electricity by means of main transmission line from the territory of one State to another State;
- (ii) The conveyance of electricity across the territory of an intervening State as well as

conveyance within the State, which is incidental to such inter-State transmission of electricity;

- (iii) The transmission of electricity within the territory of a State on a system built, owned, operated, maintained or controlled by Central Transmission Utility;

“Intra-State Transmission System” shall mean any system for transmission of electricity other than an Inter-State Transmission System;

“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 per Clause 2.1.2 and so designated by other Member(s) in Bidding Consortium;

“Lead Long Term Transmission Customer” 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 has been identified as the selected bidder, for award of the Project to such Bidder;

“Levelized Transmission Charges” shall mean the Transmission Charges calculated in accordance with the provisions of Clause 3.5.2 in this RFP;

“Long Term Transmission Customer(s)” shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period up to twenty-five (25) years or more, and for the purposes of this Project, shall refer to entities listed in Annexure – 19 of this RFP 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;

“MOP” shall mean the Ministry of Power, Government of India;

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

“National Committee on Transmission ” shall mean the committee constituted by the Ministry of Power, Government of India in terms of "Guidelines for Encouraging Competition in Development of Transmission Projects", as notified from time to time;

“Parent Company” shall mean a Company 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 sum of the Quoted Escalable Transmission Charges and Quoted Non-Escalable Transmission Charges submitted online through the electronic bidding platform by the Bidder as part of its Financial Bid as per the format in Annexure – 22 of this RFP;

“Quoted Escalable Transmission Charges” shall mean the column 5 of Financial Bid quoted online through the electronic bidding platform by the Bidder as per Annexure – 22;

“Quoted Non-Escalable Transmission Charges” shall mean the column 4 of Financial Bid quoted online through the electronic bidding platform by the Bidder as per Annexure – 22;

“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 bidding process for selection of TSP 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 of the Project, by the parties to the respective agreements:

- a. TSA,
- b. Share Purchase Agreement and
- c. Any other agreement, as may be required;

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

“Statutory Auditor” shall mean the auditor appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

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

"Short Term Transmission Customer(s)" shall mean a transmission customer other than the Long Term Transmission Customer;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to this RFP to acquire one hundred percent (100%) equity shares of Rajgarh 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 maintain basis as per the terms of the TSA and other RFP Project Documents;

"Survey Report" shall mean the report containing initial information regarding the Project and other details provided as per the provisions of Clause 1.6.2.1.a of this RFP;

"Technical Bid" shall mean the scanned copy of the bid submitted online through the electronic bidding platform and hard copy of the Bid in one (1) original and one (1) copy, containing the documents as listed out in Clause 2.5.2 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 charges payable to TSP by Long Term Transmission Customer(s) pursuant to the TSA, as adopted by the Appropriate Commission;

“Transmission License” shall mean the license granted by the Appropriate Commission in

terms of the relevant regulations for grant of such license issued under the Electricity Act, 2003;

"Transmission Licensee" shall mean a licensee authorized to establish and operate Transmission Lines by the Appropriate Commission;

"Transmission Lines" shall mean all high pressure cables and overhead lines (not being an essential part of the distribution system of a licensee) transmitting electricity from a generating station to another generating station or a sub-station, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switchgear and other works;

"Transmission Service Agreement" or "TSA" shall mean the agreement entered into between Long Term Transmission Customer(s) and the TSP pursuant to which TSP shall build, own, operate and maintain the Project and make available the assets of the Project to Long Term Transmission Customer(s) on a commercial basis and a draft of which is attached hereto and marked as Format 1 of Annexure 21, including all its schedules, annexures and all amendments or modifications;

"Transmission Service Provider" or "TSP" shall mean Rajgarh Transmission Limited which has executed the Transmission Service Agreement and has been/shall be acquired by the Selected Bidder;

"Transmission System" shall mean a line with associated sub-stations or a group of lines interconnected together along with associated sub-stations and the term includes equipment associated with transmission lines and sub-stations;

"Ultimate Parent Company" shall mean a company 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 company.

SECTION – 1

INTRODUCTION

SECTION 1

1. INTRODUCTION

- 1.1 The Ministry of Power, Government of India, vide its notification no. 15/3/2018-Trans-Pt(1) dated 27/01/2020 & 15/3/2018-Trans-Pt(1) dated 19/07/2021 has notified REC Power Development and Consultancy Limited (erstwhile REC Transmission Projects Company Limited) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish transmission system for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** 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(s) of Madhya Pradesh. The TSP will make the Project available for use by the Long Term Transmission Customer(s) for Transmission Charges, as adopted by Appropriate Commission, payable to TSP by Long Term Transmission Customer(s), pursuant to a Transmission Service Agreement (TSA) to be signed between the TSP and the Long Term Transmission Customer(s).

- 1.2 The TSP will be required to establish the following Transmission System for **Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh** (hereinafter referred to as ‘Project’) on build, own, operate and maintain basis, and to provide transmission service to the Long Term Transmission Customers, as listed out in Annexure – 19 of this RFP. The BPC reserves the right to add, delete or replace any Long Term Transmission Customer(s) to the list.

Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I		
S.No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVAR, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220kV Bus coupler bay- 1 no.	18 Months

	220kV Transfer Bus Coupler (TBC) bay - 1 no. <u>Future provisions:</u> Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus)	
2.	Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVA switchable line reactors with 400 ohms NGR on each circuit at Pachora end Switchable line Reactors (at Pachora end) –420 kV, 2x80MVA Line reactor bays (at Pachora) – 2 nos.	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)	

Note:

- (i) M/s BDTCL (Bhopal Dhule Transmission Company Limited) to provide space for 2 no. of 400 kV line bays at Bhopal (Sterlite) for termination of Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line.
- (ii) Space for future provisions for 400 kV line bays to be kept including the space for switchable line reactors.
- (iii) The implementation of the scheme to be taken up only after grant of LTA at Pachora P.S.
- (iv) The schedule of implementation of the scheme would be matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.

1.3 Project Description

Govt. of India has set a target to establish 175GW renewable capacity by 2022. To fulfill above target, MNRE/SECI has identified potential Renewable Energy Zone (REZ) comprising Solar & Wind capacity of about 66.5 GW in various renewable resource rich States in the country. A total of 28 GW RE capacity has been identified in Western Region out of which 2.5 GW solar generation capacity has been identified in Rajgarh area in MadhyaPradesh. Transmission System for Renewable Energy Zones (REZs) in Western Region [including Rajgarh solar energy zone (SEZ)] was finalised in the 2nd WRSCT meeting held on 21.05.2019. The scheme will enable integration of 2.5 GW SEZ in Rajgarh area with the ISTS grid. Subsequently, MNRE vide letter dated 15.04.2020 indicated that the SEZ Potential at Rajgarh shall come up in following areas:

- 1GW in Agar/Shajapur region (near Pachora)
- 1.5GW in Rajgarh region

Accordingly, in the 2nd WRPC(TP) meeting held on 04.09.2020 and in the 4th NCT meeting held on 20.01.2021 & 28.01.2021, the transmission system as agreed earlier for Rajgarh SEZ (2500MW) was agreed to be implemented under Phase-I and Phase-II for evacuation of 1500MW and 1000 MW RE respectively from Rajgarh area to ensure utilization of the transmission scheme. It was noted that both the phases needs to be taken up as two separate transmission schemes for ease of bidding.

Broad Scope of transmission system for evacuation of 2.5GW power from RE projects in Rajgarh SEZ in Madhya Pradesh is given below:

- a) Establishment of 400/220 kV, 5X500 MVA at Pachora SEZ PP with 420kV (125 MVAR) bus reactor
- b) Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVA switchable line reactors with 400 ohms NGR on each circuit at Pachora end
- c) 2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)
- d) Pachora – Shujalpur 400kV D/c line (Quad/ HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)
- e) 2 no. of 400 kV line bays at Shujalpur for Pachora – Shujalpur 400kV D/c line (Quad/ HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)

Ministry of Power vide Gazette notification dated 24.01.2020 has appointed RECTPCL (presently known as RECPDCL) as BPC for implementation of the subject transmission scheme through TBCB route. Subsequently, Ministry of Power vide Gazette notification dated 19.07.2021 has revised the scope of work of the scheme. The current scope is for Transmission system for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh, Phase-I which includes evacuation of 1GW power from RE projects in Agar/Shajapur region and 0.5GW power from RE projects in Rajgarh region in Madhya Pradesh.

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 Rajgarh 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 Rajgarh Transmission Limited, of which one hundred percent (100%) equity shares has been 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 to the Long Term Transmission Customers as per the terms of the RFP Project Documents.

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 maintain 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.
- 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 Indian Standards and Codes issued by Bureau of Indian Standards and only in case they are not available under certain conditions, the other equivalent internationally recognized Standards and Codes shall be followed, with prior approval of CEA.
- 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 Appropriate Commission, as per the provisions of the Electricity Act and regulations made thereunder, if it is not a deemed licensee.

1.6.2 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:
 - a) Provide to the Bidders a Survey Report for the Project at least thirty (30) days prior to the Bid Deadline. The Survey Report will contain information regarding the transmission line, i.e. voltage level, line configuration (i.e., S/C or D/C), indicative route alignment, conductor type conductor configuration and type of terrain likely to be encountered.

Provided that neither 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, 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.

- b) To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from Appropriate Government at least twenty (20) days prior to the Bid Deadline.
- c) To initiate acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations, if required.
- d) To initiate process of seeking forest clearance, if required.
- e) Intimate the Bidders at least twenty (20) days prior to the Bid Deadline, the name of the BPC for the purpose of issue of the Bid Bond and the place where the Bid Bond shall be payable by the Guarantor Bank.
- f) Any addition, deletion or replacement to the list at Annexure 19, will be communicated at least 20 (twenty) days prior to the Bid Deadline. Further, the entities which are legally permitted to sign the TSA on behalf of the Long Term Transmission Customer(s) shall also be intimated to the Bidders at least twenty (20) days prior to the Bid Deadline.
- g) The BPC shall intimate the Bidders, the Acquisition Price payable by the Selected Bidder to the REC Power Development and Consultancy Limited for the acquisition of one hundred percent (100%) of the equity shareholding of Rajgarh Transmission Limited, along with all its related assets and liabilities at least twenty (20) days prior to the Bid Deadline.
- h) The BPC shall ensure issuance of all finalized RFP Project Documents duly executed, except for the Share Purchase Agreement, at least seven (07) 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.

- i) The details and documents as may be obtained by the BPC in relation to the Project shall be handed over to the TSP on 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 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 Rajgarh 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) have agreed to 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 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 to the Long Term Transmission Customer(s) as per the terms and conditions of the TSA.

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 Levelised Transmission Charge derived 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) order issued by Ministry of Power vide order No. 11/5/2018 - Coord. dated 28.07.2020 (copy enclosed at Annexure D) 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 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 (copies enclosed at Annexure D) 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 following technical requirements:

Experience of development of projects (not necessarily in the power sector) in the last five (5) years with aggregate capital expenditure of not less than **Rs. 505 Crore** (Rupees Five Hundred Five Crore Only) 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. 101 Crore** (Rupees One Hundred One Crore Only) 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 the 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 own at least 26% of the shareholding in the company that has executed the project(s) and must have held such shareholding from the date of financial closure of the project(s) till the time of

commissioning/completion of such project(s). 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.

In case of a Bidding Consortium, the technical requirement should be met by the Lead Member of the Consortium or its Affiliate/Parent.

Bidders shall furnish documentary evidence duly certified by any whole-time Director/Manager¹ of the company (supported by a specific Board Resolution) and the Statutory Auditor 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. Left Blank

B. Networth:

Networth shall not be less than Rs. **252.50 Crore** (Rupees Two Hundred Fifty Two Crore and Fifty Lakh Only) 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.

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 documentary evidence duly certified by any whole-time Director/Manager² of the company (supported by a specific Board Resolution) and the Statutory Auditor in support of their financial capability as defined in Clause 2.1.3 of this RFP.

2.1.3.2 Above financial parameters shall be computed in following manner by the Bidder:

A. Left Blank

B. Networth

= Equity share capital

- a. ¹ The company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.
- b. The Company Secretary also certifies that the company does not have a Managing Director.
- a. ² The company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.
- b. The Company Secretary also certifies that the company does not have a Managing Director.

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, including its Parents and/or Affiliates, shall not be used by more than one Bidder/ Member of a Bidding Consortium/ Bidding 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 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. Moreover, 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 TSA. Where the Technically Evaluated 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 and/or Financially Evaluated Entity till the execution of the TSA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

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 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 an undertaking to this effect duly certified by its statutory auditor. In such a case, the bidder shall provide the audited annual accounts for 3 (three) years preceding the financial year as above for which the annual accounts have not been audited.

2.2.4 Bid submitted by a Bidding Consortium:

- 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 for five (5) years 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 liability as well as the liability 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 last of the RFP Project Documents. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of the BPC and/or the Long Term Transmission Customer(s) and the BPC and/or Long Term Transmission Customer(s) shall not bear any liability whatsoever on this account.

- 2.2.4.2 The Lead Member should designate one person to represent the Consortium in its dealings with the BPC. The person 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 submit board resolutions from Consortium Members committing 100% of equity requirement for the Project, in its Technical Bid.
- 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.

2.2.5 Bid submitted by a Bidding Company

- 2.2.5.1 The Bidding Company should designate one person to represent the Bidding Company in its dealings with BPC. The person 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), authorising 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 – 20.
- 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 written request for such clarification is delivered 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, not later than 7 (seven) days prior to the last date for submission of Bid, 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.
- 2.4.2. 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.
- 2.4.3. 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 Bidders must make physical submission of the Technical Bid in one (1) original and one (1) copy. There should 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 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 Levelised 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, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, shall be considered to be the qualified 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 Levelised Transmission Charges derived 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, the fifty per cent shall stand enhanced to fifty per cent (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, plus the number of Qualified Bidders, whose Levelised Transmission Charges derived from Initial Offer are identical minus the number of such identical Initial Offer.

The applicable ceiling Levelised Transmission Charges for electronic reverse bidding shall be the lowest levelised Transmission Charges derived 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 twenty five (0.25) % of the prevailing lowest Levelised Transmission Charges.

The initial period for conducting the e-reverse bidding should be at least 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 auction).

In case of any technical clarification regarding access to the electronic auction platform or conduct of the auction process, the Bidders may contact MSTC Limited 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. Original 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 form 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 Original as per format attached hereto as **Annexure 4**.

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 Authorisation 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 Original 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 Rajgarh Transmission Limited.

Note: The effective Equity holding of the Selected Bidder in the Rajgarh 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 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 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.

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 as on 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** or Bid Security Declaration as per prescribed format at **Annexure 14A** (as applicable);
15. Contract Performance Guarantee, as per the prescribed format at **Annexure 15**;
16. Checklist for Technical Bid submission requirements as per **Annexure 16**.
17. Last three (3) financial years' unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity
18. 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.
19. 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.
20. 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 any whole time Director/Manager (supported by a specific Board resolution).

In addition to the online submission of above formats through the electronic platform, the bidder is also required to submit the Technical Bid, in one (1) original plus one (1) copy, to the office of BPC by the date and time mentioned in this RFP.

2.5.3 Financial Bid (as per prescribed format at Annexure-22)

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 Levelised 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 auction and submit their Final Offer.

The applicable ceiling Levelised Transmission Charges for electronic reverse bidding shall be the lowest Levelised Transmission Charges derived 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 twenty five (0.25) % of the prevailing lowest Levelised Transmission Charges.

The initial period for conducting the e-reverse bidding should be at least 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 Transmission Charges having two components, namely:
 - i Quoted Escalable Transmission Charges, and
 - ii Quoted Non-Escalable Transmission Charges
- b. In case of Quoted Escalable Transmission Charges, the Bidders shall quote charges only for the first Contract Year after Scheduled COD of the Project, subject to Sl. No. (f) below.
- c. Ratio of minimum and maximum Quoted Transmission Charges during the term of TSA shall not be less than zero point seven (0.7) and this ratio shall be applied only at the Bid evaluation stage on the Quoted Transmission Charges after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.5.1.3. The Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.5.1.3 for any Contract Year should not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, and this percentage shall be applied only at the Bid evaluation stage.
- d. The Quoted Transmission Charges as per the format at Annexure-22 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.
- e. Bidders are required to quote Transmission Charges for the Contract Years, for a period of 35 years commencing from the Scheduled COD of the Project, as per the format at Annexure-22.
- f. Bidders shall have the option to quote firm Quoted Transmission Charges for the period of 35 years commencing from the Scheduled COD of the Project i.e., where the Quoted Escalable Transmission Charges shall be 'nil' for all the Contract Years.
- g. Annexure 22 duly 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 as specified in the TSA and shall be payable to the TSP in Indian Rupees only. The Bidders shall quote Transmission Charges for each Contract Year during the term of the TSA as per the format at Annexure-22.
- 2.5.5.2. The Quoted Transmission Charges of the Selected Bidder shall be inserted in Schedule 6 of the TSA.

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 (Parent and/ or Affiliate) shall not be used 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 the Long Term Transmission Customer(s) and shall not be returned to the Bidders.
- 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 TSA shall apply.

- j) If for any reason the Bid of the Bidder with the lowest evaluated Levelized Transmission Charges is rejected or Letter of Intent issued to such Selected Bidder is cancelled, the BPC may: -
 - i. Invite best reduced financial bids from those Bidders whose Bids are responsive and valid; or
 - ii. Annul the bid process; or
 - iii. Take any such measure as may be deemed fit in the sole discretion of the BPC³
- 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 TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.

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 Rajgarh 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.

³ BPC shall record reasons for the same.

- 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, 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 Appropriate 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, Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 along with related amendments brought in from time to time.

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. Bidders may 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.
- 2.5.7.4. The BPC has carried out a survey of the Transmission Lines associated with the Project and shall provide each Bidder with its Survey Report of the Project. Bidders in their own interest should carry out required surveys and field investigation for submission of their Bid.
- 2.5.7.5. Failure to 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.
- 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 Rajgarh 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 clause 2.5.8.1 (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 Rajgarh 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 Rajgarh 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%). The Lead Member shall continue to hold equity of at least twenty six percent (26%) up to a period of one (1) year after COD of the Project. 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 clause 2.5.8.1 (a) above.

(d) All transfer(s) of shareholding of Rajgarh Transmission Limited by any of the entities referred to above, shall be after prior written permission from the Lead Long Term Transmission Customer.

2.5.8.2. The Selected Bidder may invest in the equity share capital of Rajgarh 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 Rajgarh 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 Rajgarh Transmission Limited then holding of Selected Bidder A in Rajgarh 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 Rajgarh Transmission Limited, then for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in Rajgarh Transmission Limited shall be fifteen percent (15%), (i.e., $30\% \times 50\%$);

- 2.5.8.4. The provisions as contained in this Clause 2.5.8 and Article 18.10 of the TSA 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;

Sr. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor	18 months	27.251%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	Pachora SEZ PP -Bhopal(Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end		69.435%	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for PachoraSEZ PP -Bhopal (Sterlite) 400kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)		3.314%	

The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful

commissioning of the Element(s) which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for overall Project: 18 months from Effective Date.

2.7 Due dates

2.7.1. The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline and submit the Technical Bids, in one (1) original plus one (1) copy so as to reach the address specified in Clause 2.9.4 by 1400 hrs (IST) on 11.11.2021.

2.7.2. Important timelines are mentioned below:

Date	Event
09.09.2021	Issuance of RFP
29.09.2021	Submission of written clarifications/amendments, if any, on the RFP / RFP Project Documents by Bidders so as to reach BPC by 1700 hours. Such written clarifications/amendments shall be in the format provided in Annexure-20.
06.10.2021	Pre-Bid meeting(s)
18.10.2021	Issue of written clarifications and revised RFP documents
03.11.2021	Issue of final RFP Project Documents
11.11.2021	Submission of Bid (Online submission of Bid through electronic bidding portal and physical submission of Technical Bid))
11.11.2021	Opening of Technical Bid
22.11.2021	Shortlisting and announcement of Qualified Bidders
23.11.2021	Opening of Financial Bid - Initial Offer
24.11.2021	Electronic auction (Financial Bid – Final Offer) for the Qualified Bidders.
02.12.2021	Selection of Successful Bidder and issue of LOI
13.12.2021	Signing of RFP Project Documents and transfer of Rajgarh Transmission Limited

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.

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. Envelope containing the hard copy of Technical Bid in one (1) original plus one (1) copy to be submitted by Bidders, should be packed in a single closed envelope, with the following superscript:

“Technical Bid for selection of Transmission Service Provider to establish Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”

Due for opening on 11.11.2021

REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001

“Name of the Bidder”

- 2.9.3. The Bidders have the option of sending their Technical Bids either by registered post; or speed post; or courier; or by hand delivery, so as to reach the BPC at the specified address by the Bid Deadline. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. The BPC shall not be responsible for any delay in receipt of the Bids. Any Bid received by the BPC after the Bid Deadline shall be returned unopened.
- 2.9.4. Hard copies of Technical Bids shall be submitted at the following address by the Bid Deadline specified in Clause 2.7.1. Non submission of the hard copies of Technical Bid post uploading in the electronic bidding platform or vice versa shall not be considered for evaluation purpose.

Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001
Email: pshariharan@recl.in, pshariharan@recpdcl.in

- 2.9.5. 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.

- 2.9.6. Bidders shall submit the Technical Bid in one (1) original plus one (1) copy, duly signed by the authorized signatory of the Bidder. The original Bid shall be clearly marked “ORIGINAL”, and all other copies are to be clearly marked “COPY OF BID”. In the event of any discrepancy between the online submission, original and the accompanying copy, only the online submission shall prevail.
- 2.9.7. No change or supplemental information to a Bid 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. In cases where the Technical Bid is withdrawn by the Bidder, then such Bid shall be returned unopened. No Technical Bid or Initial Offer shall be modified, substituted or withdrawn by the Bidder on or after the Bid Deadline.

- 2.9.8. If the outer cover envelope (Technical Bid) is not closed and not transcribed as per the specified requirement, the BPC will assume no responsibility for the Bid’s misplacement or premature opening.

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 Share Purchase Agreement, etc. The BPC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.
- 2.10.2. The cost of this RFP is Rupees 5,00,000 (Rs. Five Lakh Only) or U.S. Dollar 7,000 Only (US\$ Seven Thousand Only) plus GST as per applicable rate, which shall be non-refundable. This amount shall be payable by a crossed demand draft or banker’s cheque drawn in favour of Rajgarh Transmission Limited, payable at New Delhi or pay via electronic transfer to the following Bank Account:

Beneficiary Name : Rajgarh Transmission Limited
Bank Name : ICICI Bank, Branch New Delhi-110001
IFSC Code : ICIC0000007
Account Number : 000705050350

Along-with the Demand Draft, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure C, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Manager, as per Companies Act, 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 a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately. In case of e transfer of funds, Integrity Pact has to be submitted before bid submission.

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 Rajgarh Transmission Limited, along with all its related assets and liabilities, in accordance with the provisions of Clause 2.15.2; or
- Failure to apply for grant of Transmission License as per Clause 2.15.4; or
- Failure to comply with the provisions of Clause 2.15.5, 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 TSA.

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 Rajgarh 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 TSA.

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 Customers the Contract Performance Guarantee for an aggregate amount of Rs. 15.15 Crore (Rupees Fifteen Crore Fifteen Lakh Only), which shall be provided separately to each of the Long Term Transmission Customers for the amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees one lakh (Rs. 100,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up). 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 TSA. 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-12, the Selected Bidder may obtain the same from not more than three (3) banks specified in Annexure-17, subject however to the apportionment as provided in Clause 2.12.1.

2.13 Opening of Bids

- 2.13.1. Technical Bid will be opened as per the following time schedule and at the venue where the Bids are required to be submitted, as specified in Clause 2.9.4, in the presence of one representative from each of such Bidders who wish to be present:

Opening of Envelope (Technical Bid): 1430 hours (IST) on 11.11.2021.

Opening of Initial Offer: Initial Offer shall be opened by the Bid Process Coordinator in presence of the Bid Evaluation Committee at 1430 hours (IST) on 23.11.2021.

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.

- 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 only, from Format-2 of Annexure-8 (Technical Bid)
- Details of Bid Bond (Technical Bid)

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 levelised 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:

Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001
Email: pshariharan@recl.in, pshariharan@recpdcl.in

2.15 Other Aspects

2.15.1. The drafts of the following RFP Project Documents have been attached to this RFP.

- a) Draft TSA as per Format – 1 of Annexure 21
- b) Share Purchase Agreement as per Format – 2 of Annexure 21

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 21.

Upon finalization of the RFP Project Documents after incorporating the amendments as envisaged in Clause 2.4 of this RFP, all the RFP Project Documents, except for the Share Purchase Agreement, shall be duly executed by the Rajgarh Transmission Limited and the Long Term Transmission Customers, and copies delivered to the Bidders at least 07 (seven) days prior to the Bid Deadline.

The RFP Project Documents shall be signed in required number of originals so as to ensure that one original is retained by each party to the Agreement(s).

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 Long Term Transmission Customers as per the provisions of Clause 2.12;
- b) execute the Share Purchase Agreement and all other RFP Project Documents as listed in Annexure-21;
- c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of Rajgarh Transmission Limited from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of Rajgarh 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 Rajgarh Transmission Limited, along with all its related assets and liabilities, shall also be borne by the Selected Bidder.

- d) make an application to the Appropriate Commission for the adoption of Transmission Charges, as required under section 63 of the Electricity Act 2003.
- e) execute the RFP Project Documents in required number of originals so as to ensure that one original is retained by each party to the Agreement(s).

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 often (10) days shall be extended, on a day for day basis till the end of the Bid validity period.

All stamp duties payable for executing the RFP Project Documents shall be borne by the Successful Bidder.

2.15.3. After the date of acquisition of the equity shareholding of Rajgarh 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 Lead Long Term Transmission Customer,
- ii. all rights and obligations of Rajgarh 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 Customers and
- iv. contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP.

2.15.4. Within ten (10) days of the issue of the Letter of Intent, the TSP shall apply to the Appropriate Commission for grant of Transmission License.

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 Long Term Transmission Customer(s) and/or other parties to the respective RFP Project Documents are willing to execute the Share Purchase Agreement and REC Power Development and Consultancy Limited is willing to sell the entire equity shareholding of Rajgarh 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 Appropriate Commission, it will constitute sufficient grounds for-annulment of award of the Project.

2.15.7. The annulment of award, as provided in Clauses 2.15.4 and 2.15.6 of this RFP, will be

done by the Government on the recommendations of National Committee on Transmission. However, before recommending so, National Committee on Transmission will give an opportunity to the Selected Bidder/ TSP to present their view point.

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 any of the Long Term Transmission Customers 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 the BPC during a period of 10 (ten)

years 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 TSA 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 TSA, as the case may be, any person in respect of any matter relating to the Project or the LoI or the TSA, 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

1. EVALUATION OF BID

3.1. The evaluation process of Technical Bid comprises the following three 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 (both online submission through electronic bidding platform and physical submission of one (1) original and one (1) copy) not received by the scheduled date and time.
- c) Technical Bid not signed by authorised signatory and / or stamped in the manner indicated in this RFP.
- d) All pages of the Technical Bid submitted but not initialed by the authorised signatories on behalf of the Bidder.
- e) Technical Bid not including the covering letter as per Annexure 1.
- f) Technical Bid submitted by a Bidding Consortium not including the Consortium Agreement.
- g) Technical Bid contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
- h) Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium.
- i) More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- j) Information not submitted in formats specified in the RFP.
- k) Applicable Board resolutions, or any other document, as provided in Clause 2.5.2, not being submitted;
- l) Bid not accompanied by a valid Bid Bond or Bid Security Declaration, as applicable;

- m) Non submission of power of attorney, supported by a Board resolution;
- n) Bid validity being less than that required as per Clause 2.8 of this RFP;
- o) Bid not containing Format-1 (Bidders' Undertakings) of Annexure-8;
- p) Bidder having Conflict of Interest
- q) The Bidder has not submitted a disclosure as per Annexure 13.
- r) Bidders delaying in submission of additional information or clarifications sought by the BPC.
- s) If the Bidder makes any misrepresentation as specified in Clause 3.7.
- t) Bid being conditional in nature;

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 Response to RFP 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 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.

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.

3.5. STEP IV - Evaluation of Financial Bids

3.5.1. General

- 3.5.1.1. The Bids which has 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 Levelised 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, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, shall be considered to be the qualified for participating in the electronic 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 Levelised Transmission Charges derived 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, the fifty per cent shall stand enhanced to fifty per cent (with any fraction rounded off to higher integer) or four Qualified Bidders, whichever is higher, plus the number of Qualified Bidders, whose Levelised Transmission Charges derived from Initial Offer are identical minus the number of such identical Initial Offer.

- 3.5.1.2. The Financial Bids 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) and (g) of Clause 2.5.3 of this RFP shall be rejected.
- 3.5.1.3. The Bidders shall quote the different components of Transmission Charges as specified in the format at Annexure – 22. Based on the Quoted Transmission Charges provided by the Bidders, the Levelized Transmission Charges (only in Rupees per year) of each Bid shall be calculated for the term of the TSA as per the methodology mentioned below:

- (a) For the purposes of comparison of the Financial Bids, the Quoted Escalable Transmission Charges of each Bidder shall be uniformly escalated as per the escalation rate mentioned below. However, for the purpose of actual payment of Transmission Charges, such escalation rate shall be applied as per the provisions of the TSA.

S. No.	Head	Value
1.	Annual escalation rate applicable to Quoted Escalable Transmission Charges	This shall be as per the rate notified by the CERC, applicable on the seventh day prior to the Bid Deadline
2.	Discount rate for computation of Levelized Transmission Charges	This shall be as per the rate notified by the CERC as applicable for generation projects, applicable on the seventh day prior to the Bid Deadline

- (b) The factor at Sl. No. 1 in the above table shall be applied from the Scheduled COD of the Project, and shall be applied as at the midpoint of each Contract Year.

3.5.2. Computation of Levelized Transmission Charges

- 3.5.2.1. The computed Quoted Transmission Charges (in Rupees per year) of each of the Bidders for each Contract Year for the term of TSA, calculated as per provisions of Clause 3.5.1.3, shall then be discounted up to the Scheduled COD of the Project mentioned in Clause 2.6 of this RFP, by applying the discount factors (based on the discount rate as mentioned at serial no. 2 of the table in Clause 3.5.1.3 above) and such aggregate discounted value for the term of the TSA shall be divided by the sum of such discount factors so as to calculate the Levelized Transmission Charge of each Bidder.
- 3.5.2.2. The Levelized Transmission Charges shall be calculated by assuming uniformly the following for all the Bidders
- Grant of Transmission License within 6 months from the date of Letter of Intent to the Selected Bidder by the BPC as per the timelines in Clause 2.7.2 above.
 - Project to be commissioned on the date which is approx 12 months from the assumed date of grant of Transmission License as enumerated above.
 - Transmission Charges shall be levelized over a period from the Scheduled COD of the Project, up to 35 years.
- 3.5.2.3. The methodology of computation of Levelized Transmission Charges is explained in the example provided in Annexure-23.

3.6. STEP V - Bidder Selection

- 3.6.1. The prevailing lowest Levelised Transmission Charges derived from Final Offers calculated as per Clause 3.5.2 shall be displayed during the e-reverse bidding. The Bidder with the prevailing lowest Levelised Transmission Charges derived from Final Offer 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 and 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 Levelised transmission charges ("Initial Offer") during e-bidding stage shall be declared as the Successful Bidder.

- 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 market 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

- 3.3.1 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 authorised signatory and / or stamped in the manner indicated in this RFP.
 - All pages of the Technical Bid submitted but not initialed by the authorised 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.
- 3.3.2 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 3.2.

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 Technical 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 Authorisation
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
- 14A. Format for Bid Security Declaration
15. Format for Contract Performance Guarantee
16. Checklist for Technical Bid submission requirements

Financial Bid

22. 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. List of Long Term Transmission Customers
20. Format for clarification/amendments on the RFP/RFP Project Documents
21. Formats for RFP Project Documents
23. Illustration of Bid Evaluation/Computation of Levelized Transmission Charges

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,

**Chief Executive Officer,
 REC Power Development and Consultancy Limited
 (formerly REC Power Distribution Company Limited)
 (A wholly owned subsidiary of REC Limited)
 REC Corporate Head Quarter,
 D Block, Plot No. I – 4,
 Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” 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 in one (1) original + one (1) copy 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) order issued by Ministry of Power vide order 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 regarding public procurement from a bidder of a country, which shares land border with India.

5. We are herewith submitting legally binding board resolution for the total equity requirement of the Project.
6. 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 5 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]

7. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to the Project.
8. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the TSA.
9. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to build, own, operate and maintain the said Project and to prepare this Bid.
10. 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.
11. We confirm that all the terms and conditions of the Bid are valid for acceptance for a period of one eighty (180) days from the Bid Deadline.
12. 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:

13. Bid Security Declaration

We have enclosed a Bid Security Declaration as per your proforma (Annexure14) and valid up to in terms of Clause 2.11 of the RFP.

14. 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.

15. 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 Share Purchase Agreement, in the event of our selection as the Successful Bidder. 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,

.....
(Signature and Seal) *

Name:

Designation:

Address:

Date:

Place:

*To be signed by any whole-time Director / Manager (supported by a specific Board Resolution) of the Bidding company or Lead Member in case of Consortium.

* Provided that, in case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question and the Company Secretary also certifies that the Company does not have any Managing Director.

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,

**Chief Executive Officer,
 REC Power Development and Consultancy Limited
 (formerly REC Power Distribution Company Limited)
 (A wholly owned subsidiary of REC Limited)
 REC Corporate Head Quarter,
 D Block, Plot No. I – 4,
 Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” 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 Transmission System for “**Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh**” 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:

.....
(Affix Company's Seal)

(Signature, Name, Designation of Authorised 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 Transmission System for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** 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.

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)

Common Seal of
 has been affixed in my/our
 presence, pursuant to the
 Board of Director's
 resolution dated

.....
(Signature)
 [To be signed by the person(s) authorized by the Board in whose presence the Common Seal can
 be affixed]

.....
(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 the same should be under common seal of the executant affixed in accordance with the required 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).

**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 ofand having its Registered / Head Office atas 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 selection of Bidder as Transmission Service Provider to establish Transmission System for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”** through tariff based competitive bidding process, 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.

IN WITNESS WHEREOF M/s , as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

Common Seal of
has been affixed in my/our
presence pursuant to the
M/s.....

For and on behalf of
Consortium Member

Board of Director's resolution
dated

.....
(Signature of the Authorized Signatory)

Name:
Designation:
Place:
Date:

.....
(Signature)

[To be signed by the person (s) authorized by
the Board in whose presence the Common
Seal can be affixed]

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 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).

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 Authorised 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 authorising 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:

- The above table is to be filled in separately for each Consortium Member.
- 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 _____[Name of BPC] to verify our Bid for selection of Transmission Service Provider to establish Transmission system for “**Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh**” 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 Authorised Signatory:

(Signature and Name of the authorised 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 ofTwo 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 {**Name of the SPV Company**}(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 Customers.

WHEREAS, the Long Term Transmission Customers desired to procure transmission service through a tariff based competitive bidding process.

WHEREAS, the BPC had invited Response to RFP issued to (insert the name of purchaser of RFP) for selection of the bidder as the Transmission Service Provider to establish Inter-State Transmission System for "**Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh**".

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 Response to RFP, 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 liability as well as the liability 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 mobilising 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 **New Delhi** alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
13. It is hereby agreed that if the Bidding Consortium is qualified to submit a Bid, the Lead Member shall furnish the Bid Security Declaration, 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 Long Term Transmission Customers, as stipulated in the RFP and TSA.
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 TSA and the Share Purchase Agreement, unless expressly agreed to the contrary by the Long Term Transmission Customers. Over the term of the TSA, the provisions of TSA shall apply on the Consortium Members.
16. The Lead Member is authorised 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 Long Term Transmission Customers.

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 Long Term Transmission Customers.

IN WITNESS WHEREOF, the parties to the Consortium Agreement have, through their authorised representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of M/s (Insert name of Consortium Member 1) has been affixed in my/our presence pursuant to the Board of Director's resolution dated.....

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

.....
(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

WITNESS⁴:

1.

.....
(Signature)

Name:
Designation:.....

Common Seal of M/s (Insert name of Consortium Member “n”) has been affixed in my/our presence pursuant to the Board of Director’s resolution dated.....

.....
(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

WITNESS:

1.

.....
(Signature)

Name:
Designation:

Attested:

.....
(Signature)

(Notary Public)

Place:
Date:

.....
(Signature of authorized signatory)

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

2.

.....
(Signature)

Name:
Designation:

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

.....
(Signature of authorized signatory)

Name:
Designation:
Place:
Date:

2.

.....
(Signature)

Name:
Designation:

⁴ Separate witness for each Consortium Member should fill in the details

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,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” 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.

Name of Financially Evaluated Entity(ies)	Relationship with Bidding Company**	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.

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	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 stamp of any whole-time Director / Manager (supported by a specific Board Resolution) [refer Note-3& 4 below] of Bidding Company / each Member of Consortium)

Name:
 Date:
 Place:

.....
(Signature and Stamp of statutory Auditors of Bidding Company / each Member of Consortium)

Name:
 Date:
 Place:

Please also affix common seal of Bidding Company/each Member in a Bidding Consortium

Common Seal of
 has been affixed in my/our
 presence, pursuant to the
 Board of Director's
 resolution dated

.....
(Signature)
 [To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Date:

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of Networth 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. Any whole-time Director /Manager of the Bidding Company / Lead Member in case of a Consortium (supported by a specific Board Resolution).
4. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.
5. The Company Secretary also certifies that the Company does not have any Managing Director.
6. 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,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidders as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process

We certify that M/s. (Insert name of Technically Evaluated Entity(ies)) have experience of development of projects (not necessarily in the power sector) in the last five (5) years whose aggregate capital expenditure is Rs. Crore or equivalent USD*. We further certify that the capital expenditure of each project considered for meeting the technical Qualification Requirement is not less than Rs. 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 not less than twenty six (26%) percent) 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 whose technical capability has been used for Qualification Requirement	Relationship** with Bidding Company / Lead Member	Project name	Nature of Project	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)
.....				

Name of Company whose technical capability has been used for Qualification Requirement	Relationship with Bidding Company / Lead Member	Project name	Nature of Project	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)
		(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.

The date of financial closure for above project(s) is/are as below;

Name of the project

Date of financial closure

1. Project 1-----
2. Project 2-----
3. Project 3-----
4. Project 4-----

We further certify that the TEE as indicated in column (1) of the above table, whose technical capability has / have been used for meeting the qualification requirement, has executed the projects itself/ owns not less than 26% of shareholding in the project (strike off whichever is not applicable) and has held such shareholding from the date of financial closure till the date of commissioning / completion of the above project(s).

Yours faithfully

.....

(Signature and stamp of any whole-time Director / Manager (supported by a specific Board Resolution)

[Refer Note-2& 3 below] of Bidding Company/ Lead Member of Consortium)

Name:
Date:
Place:

.....

(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)

Name:
Date:

Place:

Please also affix common seal of Bidding Company / Lead Member in a Bidding Consortium

Common Seal of
has been affixed in my / our
presence pursuant to the
Board of Director's
resolution dated

.....
(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

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.
2. Whole time Director / Manager of the Biding Company /each Member in case of a consortium (supported by a specific board resolution)
3. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.
4. The Company Secretary also certifies that the Company does not have any Managing Director.
5. 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,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” 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:

- 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.
- 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 as on seven (7) days prior to the Bid Deadline (as per Clause 2.1.4 of RFP)

Yours faithfully

.....

(Signature and stamp of any whole-time Director / Manager (supported by a specific Board Resolution) (refer Note 1 & 2 below) of Bidding Company/ each Member of Consortium)

Name:

Date:

Place:

Notes:

1. Whole- time Director/ Manager of the Bidding Company/ each member in case of a Consortium (supported by a specific Board Resolution)
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.
The Company Secretary also certifies that the Company does not have any Managing Director.

.....

(Signature and Stamp of statutory Auditors of Bidding Company / each Member of Bidding Consortium)

Name:

Date:

Place:

Please also affix common seal of Bidding Company / Member in a Bidding Consortium

Common Seal of
has been affixed in my / our
presence, pursuant to the
Board of Director's
resolution dated

.....

(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Date:

**ANNEXURE 7D - ADDITIONAL INFORMATION FOR VERIFICATION OF
FINANCIAL AND TECHNICAL CAPABILITIES OF BIDDERS.**

.....
**(Name of Bidder (Bidding Company/ Bidding Consortium or Technically/Financially
Evaluated Entity(ies))**

(Note: In case of Consortium, details to be filled in by Lead Member for each Member of the Consortium including the Lead Member and in case of the qualification requirements of Technically / Financially Evaluated Entity(ies) being used, to be filled by each of such entity(ies)

i. Financial capability (Attachment 1):

- a. 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.

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5
Name(s) of project(s)					
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

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 any whole time Director / Manager (supported by a specific Board resolution) of the Bidding Company or the Lead Member of Consortium).

For and on behalf of Bidding Company/Consortium

M/s.....

.....
(Signature of authorised 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,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of TSP to establish transmission system for Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh

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 Central Electricity Regulatory Commission (Open Access in Interstate Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 made pursuant to section 177(2) of the Electricity Act, 2003.
3. We give our unconditional acceptance to the RFP dated 09.09.2021 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute the Share Purchase Agreement 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 22 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 in original 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 18.2 of the TSA. *(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:

Sr. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor	18 months	27.251%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	Pachora SEZ PP -Bhopal(Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end		69.435%	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)		3.314%	

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: 18 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. Ratio of minimum and maximum Quoted Transmission Charges during the term of the TSA for which Transmission Charges have been quoted in the format at

Annexure 22 of the Bid is not less than zero point seven (0.7) as provided in Clause 2.5.3.

- b. Further, the Quoted Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.5.1.3) for any Contract Year does not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, for the entire term.
 - c. Financial Bid in the prescribed format of Annexure 22 has been submitted duly signed by the authorized signatory.
 - d. Financial Bid is unconditional.
 - e. 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 Rajgarh 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 TSA, and relevant provisions of TSA 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. Original power of attorney/ Board resolution as per Clause 2.5.2 is enclosed.

Signature and stamp of any Whole-time Director / Manager (supported by a specific Board Resolution)

[refer Note 1 and 2 below] of Bidding Company or Lead Member of Consortium.

Please also affix common seal of Bidding Company / Member in a Bidding Consortium

Common seal ofhas been affixed in my / our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.
(Signature)
- Name
- Designation.....

2.
(Signature)

Name

Designation.....

Note:

1. To be signed by any Whole-time Director/ Manager (supported by specific board resolution) of the Bidding Company / Lead Member in case of a Consortium.
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 / Companies Act, 2013 (as the case may be) for the purpose in question.

The Company Secretary also certifies that the Company does not have a Managing Director.

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 Rajgarh Transmission Limited as per Clause 2.5.8.2.

Sl.No.	Name of the Bidding Company/ Member in case of a Bidding Consortium	Name of the Company investing in the equity of the Rajgarh Transmission Limited	Relationship with Bidding Company /Member of the Bidding Consortium	% of equity participation in the Rajgarh 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 Rajgarh 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

**Chief Executive Officer,
 REC Power Development and Consultancy Limited
 (formerly REC Power Distribution Company Limited)
 (A wholly owned subsidiary of REC Limited)
 REC Corporate Head Quarter,
 D Block, Plot No. I – 4,
 Sec – 29 Gurugram – 122 001**

Dear Sir,

**Sub: Authorisation 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 09.09.2021 ('RFP') issued by you for selection of Transmission Service Provider for establishing the Transmission System for **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”**.

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 **“Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”**.

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 stamp of Any Whole-time Director / Manager (supported by a specific Board Resolution) (refer Note 1 & 2 below) of Parent / Affiliate)

Name:

Date:

Place:

Please also affix common seal of Parent/Affiliate

Common Seal of
has been affixed in my/our
presence, pursuant to the
Board of Director's
resolution dated

.....

(Signature)

[To be signed by the person (s) authorized by the Board in whose presence the Common Seal can be affixed]

Notes:

1. Any whole-time Director / Manager of the Parent/Affiliate (supported by a specific Board Resolution).
2. In case of Manager, the Parent/Affiliate should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

The Company Secretary also certifies that the Parent / Affiliate does not have any Managing Director.

3. 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 shall be furnished by the Ultimate Parent at the RFP stage 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,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Sub: Undertaking for equity investment

Dear Sir,

We refer to the Request for Proposal dated _____ ('RFP') issued by you regarding setting up of transmission system for **Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh** Project on build, own, operate and maintain basis.

We have carefully read and examined in detail the RFP and the RFP, 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 Rajgarh 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 Rajgarh Transmission Limited by the [Insert the name of the Bidder or the Consortium Member or investing Affiliate] 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 or investing Affiliate] to invest in full or in part, in the equity share capital of Rajgarh 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 or investing Affiliate] in Rajgarh Transmission Limited by purchase of existing shares or subscribing to the new shares of Rajgarh 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.

Signature of any Whole-time Director/ Manager (supported by a specific Board Resolution

The above undertaking should be signed and certified as true by any Whole-time Director /Manager (supported by a specific Board Resolution) (refer Note below) of the Bidding Company or of the Member, in case of a Consortium).

Common seal of.....has been affixed in my/our presence pursuant to Board of Director's Resolution dated

WITNESS:

1.
(Signature)
Name.....
Designation.....

2.
(Signature)
Name.....
Designation.....

Note:

1. Deleted
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 / Companies Act 2013 (as the case may be) for the purpose in question.
3. The Company Secretary also certifies that the Company does not have a Managing Director.
4. 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, 2013, passed the following Resolution:

1. RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 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 Rajgarh Transmission Limited representing the entire amount proposed to be invested by the company for the transmission system for **Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh**, partly by acquisition of the existing equity shares from REC Power Development and Consultancy 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 said percentage limit to the extent becoming necessary towards the total equity share in the Rajgarh Transmission Limited, obligatory on the part of the company pursuant to the terms and conditions contained in the Consortium Agreement datedexecuted 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 Selected Bidder, the following Board resolution no. 3 shall also be passed by the Selected 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 Rajgarh Transmission Limited, which is to be invested by the[Name of the Affiliate(s)/ Parent / Ultimate Parent] for the Rajgarh Transmission Limited, partly by acquisition of the existing equity shares from REC Power Development and Consultancy 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/MSbe 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 Whole Time Director/ Manager (supported by specific board resolution) of the Bidding Company or the Lead Member of Consortium.

In case it is signed by the Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 / Companies Act, 2013(as the case may be) for the purpose in question. The Company Secretary also certifies that the Company does not have a Managing Director.

- 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 / Parent Company / Ultimate Parent Company

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, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 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 investpercent (.... %) of the total equity share capital of Rajgarh Transmission Limited representing the entire amount proposed to be invested by[insert the name of the Bidder or Member or investing Affiliate] for the said Project, in case of failure of[Insert the name of the Bidder or Member or investing Affiliate] to make such investment".

FURTHER RESOLVED THATbe 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 Whole-time Director/Manager (supported by specific board resolution) of Technically / Financially Evaluated Entity / Parent Company / Ultimate Parent Company, as the case may be.

In case it is signed by the Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 / Companies Act, 2013 (as the case may be) for the purpose in question. The Company Secretary also certifies that the Company does not have a Managing Director.

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.

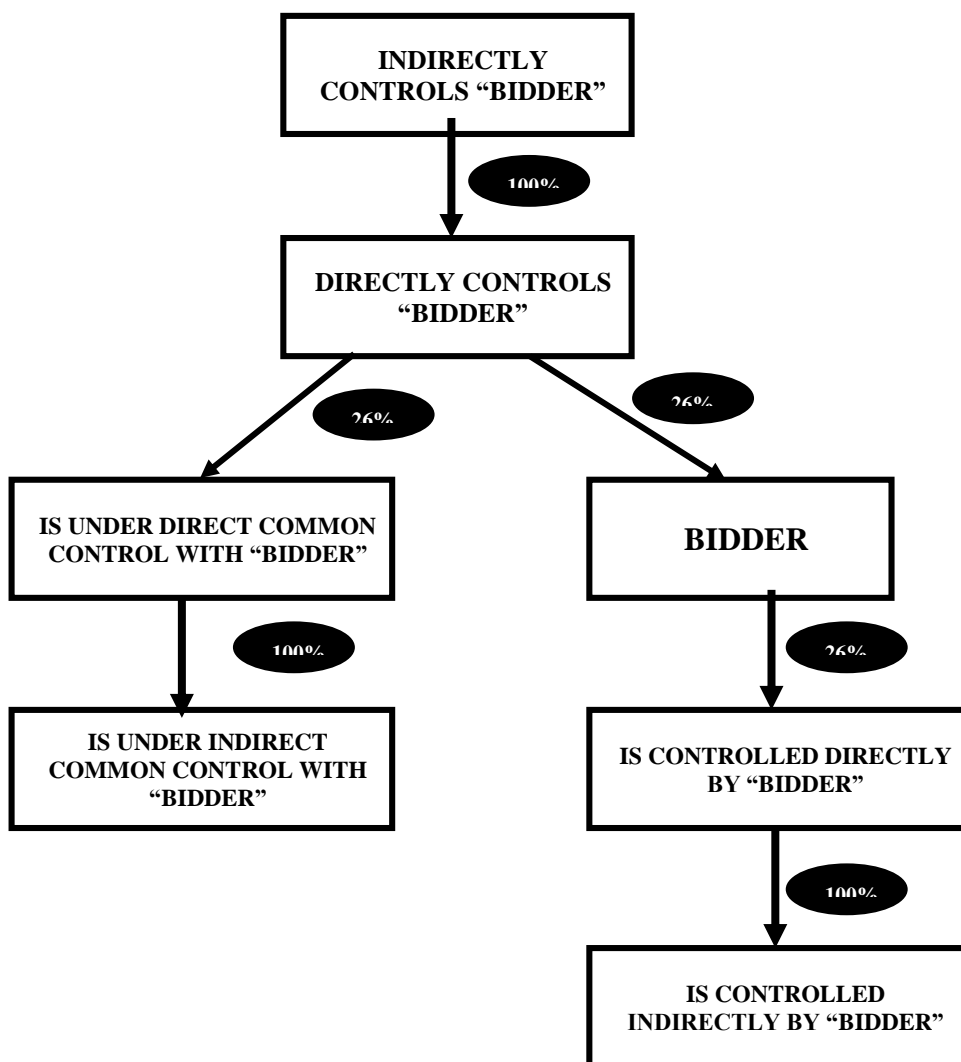
ANNEXURE 11A – ILLUSTRATION FOR APPLICABLE BOARD RESOLUTION REQUIREMENTS UNDER CLAUSE 2.5.2

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 10A)
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	<p>a) Format 1 of Annexure 11 - Resolution: 1, 2, and 4 from the Bidder</p> <p>b) Format 2 of Annexure 11 by either Technically/ Financially Evaluated Entity(ies) whose credentials have been used, or Ultimate Parent.</p> <p>Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.</p>	<p>Yes, by either Technically / Financially Evaluated Entity(ies) Affiliate(s) whose credentials have been used, or Ultimate Parent.</p> <p>Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.</p>
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	None	<p>a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder.</p> <p>b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and /or Parent and /or Ultimate Parent investing in the equity</p>	None
Bidder himself + others (Affiliate and/or Parent Company	Affiliate and/or Parent Company and/or Ultimate Parent	<p>a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder.</p> <p>b) Format 1 of Annexure 11 -</p>	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 10A)
and/or Ultimate Parent) in aggregate holding 100% equity		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

Date:(should be as on 7 days prior to submission of Bid)



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]

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 any whole-time Director / Manager (supported by a specific Board Resolution)

The above disclosure should be signed and certified as true by the any whole-time Director / Manager (supported by a specific Board Resolution) (refer Note below) of the Bidding Company or of the Member, in case of a Consortium).

Note:

1. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

The Company Secretary also certifies that the Company does not have any Managing Director.

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.
Foreign entities submitting Bids are required to follow the applicable law in their country)

In consideration of the[Insert name of the Bidder] submitting the Bid inter alia for establishing the transmission system for[Name of Project] on build, own, operate and maintain 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 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 ____ of this RFP].[Name of BPC] or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date, which is 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 ofat.....

Witness:

1.....
Name and Address

Signature:
Name:

2.
Name and Address

Designation with Stamp:

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:

1. The Stamp Paper should be in the name of the Executing Bank.

ANNEXURE 14 A- FORMAT OF THE BID SECURITY DECLARATION

[On the Letter Head of the Bidding Company/Lead Member of Bidding Consortium]

Date:

To,

**Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001**

Dear Sir,

Sub: Bid Security Declaration in lieu of Bid Bond in respect of Bid for selection of Bidder as TSP to establish transmission system for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh”

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 agree the following:

1. We, (insert name of Bidding Company / Bidding Consortium) are submitting the Bid for establishing the transmission system for “**Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh**” on build, own, operate and maintain basis, in response to the RFP dated 09.09.2021 issued by REC Power Development and Consultancy Limited, as per the terms of the RFP.
2. We, (insert name of Bidding Company / Bidding Consortium) are submitting this Bid Security Declaration in lieu of the Bid Bond.
3. We, (insert name of Bidding Company / Bidding Consortium) have read the terms & conditions of RFP in particular regarding invocation/ forfeiting of the Bid Bond by the BPC under various circumstances.

We agree that, (insert name of Bidding Company / Bidding Consortium) shall be suspended from participation in the bidding process for future Inter-State transmission projects of Ministry of Power, GoI to be developed through tariff based competitive bidding route for a period of two years from the bid submission date upon occurrence of a situation that otherwise would have led to revocation/forfeiture of Bid Bond as per provisions of RFP.

For and on behalf of Bidding Company/Consortium

M/s.....
.....

(Signature of authorised signatory)

Name:

Designation:

Date:

Place:

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.
To be provided separately in the name of each of the Long Term Transmission Customers),
in proportion to their Allocated Project Capacity as provided in Clause 2.12 of this document)

In consideration of the [Insert name of the Selected Bidder or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the TSA dated and the other RFP Project Documents and [Name of BPC], agreeing to execute the Share Purchase Agreement 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 [Insert Name of the Long Term Transmission Customer] at.....Insert the Place from the address of the Long Term Transmission Customer indicated in the TSA] forthwith on demand in writing from [Name of the Long Term Transmission Customer] 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 in respect of the Long Term Transmission Customer as per the terms of TSA separately to each Long Term Transmission Customer in the ratio of Allocated Project Capacities as on the date seven (7) days prior to the Bid Deadline] on behalf of M/s..... [Insert name of the Selected Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and includingand shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA 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 RupeesCrores (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 Long Term Transmission Customer 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 Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Rajgarh Transmission Limited, [Insert name of the Selected Bidder] and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer 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 Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Rajgarh Transmission Limited or the Selected Bidder, to make any claim against or any demand on Rajgarh Transmission Limited or the Selected Bidder or to give any notice to Rajgarh Transmission Limited or the Selected Bidder or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Rajgarh Transmission Limited or the Selected Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer 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 RupeesCrores (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]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

In witness where of:

Signature.....

Name:

Power of attorney No.:

For:

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

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

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 authorised 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;	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Format for Letter of Consent from each Consortium Member, including Lead Member, on their respective letterheads;	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Format for evidence of authorized signatory's authority (Power of Attorney to be submitted in original);	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 ;	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 (to be submitted in original) as per Annexure 4 ;	<input type="checkbox"/> Yes <input type="checkbox"/> No
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;	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 ;	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Consortium Agreement duly signed as per Annexure 6 (to be submitted in original), along with Appendix-1, indicating the responsibilities and obligations of each Member of the Consortium;	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Format for Qualification Requirement:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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;	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Calculation sheets, detailing computation of capital expenditure of projects considered for meeting Qualification Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / Lead	<input type="checkbox"/> Yes <input type="checkbox"/> No

Technical Bid Submission Requirements	Response (Yes / No)
Member in case of Bidding Consortium / TEE in cases where credentials of TEE is taken;	
c. Last three (3) financial years' unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
d. 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.	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
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.	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
11. Attachment of Annexure 7(D) , detailing projects completed / commissioned and for which commercial operation has commenced including Executive Summary for each project.	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
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 any whole time Director/Manager (supported by a specific Board resolution) in support of technical capability as defined in Clause 2.1.2 of RFP.	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
13. 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.	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
14. Undertaking from Technically Evaluated / Financially Evaluated Entity (ies) or from Ultimate Parent for Equity Investment	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
15. Initialling of all pages of Technical Bid by the Authorized Signatory in whose favour the POA (Annexure 3) has been executed.	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
16. Format for Illustration of Affiliates as on seven (7) days prior to the Bid Deadline, duly certified by Company Secretary and supported by documentary evidence.	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
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 .	<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No

Technical Bid Submission Requirements	Response (Yes / No)
18. Format for Disclosure by Bidding Company / each Member of the Consortium.	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Format for Authorisation 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. Bidders Undertaking and details of Equity Investment	<input type="checkbox"/> Yes <input type="checkbox"/> No
21. Proof of Payment of RFP Fees	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. Bid Security Declaration	<input type="checkbox"/> Yes <input type="checkbox"/> No
23. Board Resolution as per Annexure 11 (If required)	<input type="checkbox"/> Yes <input type="checkbox"/> No

[**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 authorised signatory)

ANNEXURE 17 – LIST OF BANKS**1. Scheduled Commercial Banks****Nationalised Banks**

1. State Bank of India
2. Bank of India
3. Bank of Maharashtra
4. Bank of Baroda
5. Canara Bank
6. Central Bank of India
7. Indian Bank
8. Indian Overseas Bank
9. Punjab National Bank
10. Punjab and Sind Bank
11. Union Bank of India
12. UCO Bank

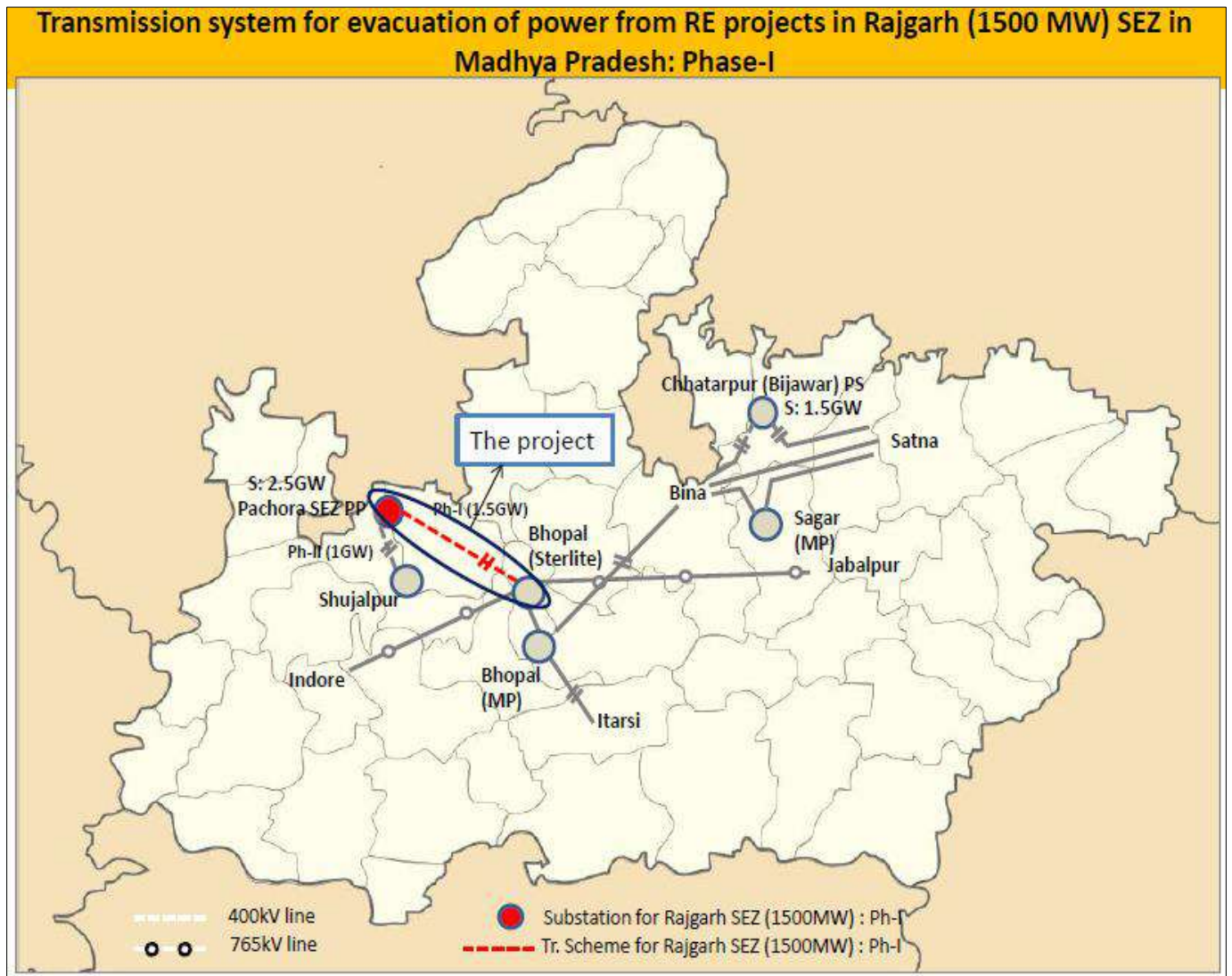
2. Foreign Banks

1. Banks of America NA
2. MUFG Bank
3. BNP Paribas
4. Calyon Bank
5. CitiBank N.A.
6. Deutsche Bank A.G.
7. The Hongkong and Shanghai Banking Corporation Ltd.
8. Standard Chartered Bank
9. Sumitomo Mitsui Banking Corporation
10. Societe Generale
11. Barclays Bank
12. ABN Amro Bank N.V.
13. Bank of Novascotia
14. Mizuho Bank Ltd.
15. DBS Bank Ltd

3. Scheduled Private Banks

1. ICICI Bank Ltd.
2. HDFC Bank Ltd.
3. IDBI Bank Ltd
4. Axis Bank
5. Kotak Mahindra Bank
6. IndusInd Bank
7. IDFC Bank

ANNEXURE 18 -GRID MAP OF THE PROJECT



ANNEXURE 19 - LIST OF LONG TERM TRANSMISSION CUSTOMERS

Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Law under which incorporated	Allocated Project Capacity (in MW)*
1.				
2.				
3.				
4.				
5.				
6.				
7.				

* While the bidding is being done on the basis of existing Standard Bidding Documents (SBDs), and the list of LTTC is being provided as per the format of the existing SBDs. It is clarified that the transmission charges will be shared and recovered as per the applicable CERC regulation.

Note: The above list of Long Term Transmission Customers subject to change. Any addition or deletion in this list after the award of Lol shall be duly notified to the parties to the TSA.

The new Long Term Transmission Customers 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.

**ANNEXURE 20 - FORMAT FOR CLARIFICATIONS / AMENDMENTS ON THE RFP / RFP
PROJECT DOCUMENTS**

Sl. 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 21 - FORMATS FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1: - DRAFT TRANSMISSION SERVICE AGREEMENT (Provided separately)

ENCLOSURE 2: - SHARE PURCHASE AGREEMENT (Provided separately)

ANNEXURE 22 - FORMAT FOR FINANCIAL BID

Quoted Transmission Charges

Year (Term of License)	Commencement Date of Contract Year	End Date of Contract Year	Quoted Non-Escalable Transmission Charges (in Rupees Millions)	Quoted Escalable Transmission Charges (in Rupees Millions)
(1)	(2)	(3)	(4)	(5)
1	Scheduled COD 13.06.2023 (Refer note 7 and 9)	31-March		
2	1-April	31-March		
3	1-April	31-March		
4	1-April	31-March		
5	1-April	31-March		
6	1-April	31-March		
7	1-April	31-March		
8	1-April	31-March		
9	1-April	31-March		
10	1-April	31-March		
11	1-April	31-March		
12	1-April	31-March		
13	1-April	31-March		
14	1-April	31-March		
15	1-April	31-March		
16	1-April	31-March		
17	1-April	31-March		
18	1-April	31-March		
19	1-April	31-March		
20	1-April	31-March		
21	1-April	31-March		
22	1-April	31-March		
23	1-April	31-March		
24	1-April	31-March		
25	1-April	31-March		
26	1-April	31-March		
27	1-April	31-March		
28	1-April	31-March		
29	1-April	31-March		
30	1-April	31-March		
31	1-April	31-March		
32	1-April	31-March		
33	1-April	31-March		
34	1-April	31-March		
35	1-April	31-March		
36	1-April	35 th anniversary of the Scheduled COD		

		(Refer note 8 and 9)		
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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. All pages of this format shall be signed by the authorized signatory in whose name power of attorney as per Clause 2.5.2 is issued.
5. Ensure 36 values of the Quoted Non-Escalable Transmission Charges and only 1 value for Quoted Escalable Transmission Charges, unless firm Transmission Charges are quoted.
6. In the likely situation of Bidders quoting firm Transmission Charges, the single value for the Quoted Escalable Transmission Charges should be filled as Nil.
7. Charges quoted for the first Contract Year would be the charges applicable for the period from the immediately preceding 1 April from the Scheduled COD till the immediately succeeding 31 March.
8. Charges quoted for the last Contract Year would be the charges applicable from immediately preceding 1 April to the date of thirty-fifth anniversary of the Scheduled COD till the immediately succeeding 31 March.
9. However, in cases of both (7) and (8) above, total Transmission Charges payable to the TSP will be computed proportionately for the total number of days in the first and the last Contract Year respectively.

Name and signature of authorized signatory in whose name power of attorney / Board resolution as per Clause 2.5.2 is issued.

Signature of authorized signatory

Name:

Designation:

Date:

Company rubber stamp

**ANNEXURE 23 – ILLUSTRATION OF THE BID EVALUATION/COMPUTATION OF
LEVELIZED TRANSMISSION CHARGES**

PROVIDED AS EXCEL FILE IN CD ENCLOSED HEREWITH

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 applicable GST to be paid online.

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:

Mr. Chirag Sindhu, 9830336290

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

Technical Specifications of Transmission System

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

1. The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.
2. Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable.
3. 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.
4. Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

Solidity Ratio	Drag Coefficient
Upto 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

5. Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.
6. 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.
7. Triple and quadruple circuit towers and towers with more than two sub-conductors per phase up to 400 kV shall be designed for reliability level 2.
8.
 - A) For power line crossing of 400 kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
 - B) For power line crossing of 132 kV and 220 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 the prevailing 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.
9. The relevant conductor configuration shall be as follows: -

- i) Type of conductor: HTLS (High Temp & low Sag)

Basic parameters:

Transmission Line	Ampacity of HTLS conductor	Minimum Conductor diameter (mm)	Maximum DC Resistance at 20°C (Ω/km)	Sub-conductor Spacing (mm)
400kV Transmission line with Twin HTLS Conductor	1596 A	28.62	0.05552	450

- ii) Type of conductor: ACSR / AAAC / AL59

Basic parameters:

Transmission line	ACSR Conductor specified	Equivalent minimum size of 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
400kV D/C (Quad ACSR/ AAAC/ Al 59) transmission lines	Moose: 54/3.53mm-Al + 7/3.53 mm- Steel, 31.77 mm diameter 528.5 sq mm, Aluminum area, Maximum DC Resistance at 20°C (Ω/km):0.05552 Minimum UTS: 161.20 kN	Stranding details: 61/3.55mm 31.95mm diameter; 604 sq. mm Aluminum alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.0568 Minimum UTS: 167.99 kN	Stranding details: 61/ 3.31 mm 29.79 mm diameter; 525 sq. mm Aluminum alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.0566 Minimum UTS: 124.7 kN	457 mm

Note:

1. The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C for ACSR as well as AAAC and AL59.

2. TSP may use either of the conductor configuration (Quad / HTLS) for Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line (Quad / HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAr switchable line reactors with 400 ohms NGR on each circuit at Pachora end.

10. 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 400kV lines shall not be less than 8m.
11. All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613.

Minimum live metal clearances for 400 kV line:

a).(i) Under stationary conditions:

From tower body: 3.05m

a).(ii) Under Swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (22°)	3.05 mtrs
b) Swing angle (44°)	1.86 mtrs

b) Minimum ground clearance: 8.84 m

c) Minimum mid span separation between earthwire and conductor: 9.0 m

12. Shielding angle shall not exceed 20 deg for 400kV D/C Line transmission line.
13. The Fault current for design of line shall be 63kA for 1 sec for 400kV.
14. In case of 400kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard steel (GSS) or ACSR or any other suitable conductor type depending upon span length and other technical consideration.
15. 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 at tension tower for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.
16. Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river,

maximum velocity of water, highest flood level, scour depth & anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.

17. Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitat zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line.
18. Wherever, transmission lines are passing through coastal/ creek regions, the fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 gram/sq m of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610 gram/ sqm of surface area. The average zinc coating for all sections and plates 5mm and above shall be maintained as 127 microns and that for plates and sections below 5mm shall be maintained as 87 microns.
19. For foundation in creek or aggressive soil areas, Concrete of M30 Grade design Mix conforming to IS 456 and epoxy coated reinforcement as per IS 13620 shall be used.
20. For transmission line sections passing within a distance of 50 km from the boundary of the two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.
21. Wherever the transmission line is passing through cyclone prone areas i.e. areas upto 60 km from coast:
 - a) K4 factor (Importance factor for cyclonic region) of 1.3 shall be considered for tower design.
 - b) Terrain Category- I ($K_2=1.08$) shall be used for transmission lines in exposed open terrain with few or no obstruction and open sea coasts.
 - c) The number of consecutive spans between the section points / angle point shall not exceed 10 spans or 3km instead of conventional practice of 15 spans or 5km in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension towers/angle towers and angle of deviation should be based on the site requirement.
 - d) Measures for foundation & reinforcement of foundation and protection against corrosion
 - i. Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade 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 330kg/m³.
 - ii. Double coat 20mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300mm below Ground level to give protection to concrete surface from environmental and saline effect.
 - iii. The surface of the reinforced steel may be treated with epoxy based coating to enhance corrosion performance of foundation in coastal areas. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6kg/m² per coat shall be applied on all exposed faces of foundation (i.e. pedestal & base slab)
 - e) The top of the chimney of foundation should be atleast above HFL or the historical water stagnation/logging level (based on locally available data) or above High Tide Level of 500 mm above Natural Ground Level (whichever is higher) 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.

- f) 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 50mm coping portion as well as up to 350mm above CL portion.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220 kV Pachora SEZ PP substation shall be conventional AIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.

1.0 Salient features of Substation Equipment and Facilities

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

1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl No	Description of parameters	400/220kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.
		400 kV System	220 kV System	400 kV System
1.	System operating voltage	400kV	220kV	400kV
2.	Maximum voltage of the system (rms)	420kV	245kV	420kV
3.	Rated frequency	50Hz	50Hz	50Hz
4.	No. of phase	3	3	3
5.	Rated Insulation levels			
i)	Impulse withstand voltage for (1.2/50 micro sec.) - for equipment other than Transformer and Reactor - for Insulator String	1425kVp 1550kVp	1050kVp 1050kVp	1425kVp 1550kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050kVp	-	1050kVp
iii)	One-minute power frequency dry withstand voltage (rms)	630kV	-	630kV
iv)	One-minute power frequency dry and wet withstand voltage (rms)	-	460kV	-
6.	Corona extinction voltage	320kV	-	320kV

Sl No	Description of parameters	400/220kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.
		400 kV System	220 kV System	400 kV System
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volts at 266kV rms	1000 micro-volts at 156kV rms	1000 micro-volts at 266kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31mm/kV)	7595 mm (31mm/kV)	13020 mm (31mm/kV)
9.	Minimum creepage distance for switchyard equipment	10500mm (25mm/kV)	6125 mm (25mm/kV)	10500mm (25mm/kV)
10.	Max. fault current	63kA	50kA	50kA
11.	Duration of fault	1 sec	1 Sec	1 Sec

1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400kV side	220kV side
400/220kV Pachora SEZ PP	One & half breaker (AIS)	Double Main & Transfer (AIS)
400kV Bhopal (Sterlite) Extn.	One & half breaker (AIS)	-----

Notes: -

- At 400kV voltage level, each circuit of a double circuit transmission line shall be terminated in different diameters.
- Transformers of same HV rating shall not be in the same diameter and similarly bus reactors of same HV rating shall also not be in the same diameter.

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 transmission line capacity.

Sl. No	Description of bay	400/220kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.
		400kV	220 kV	400kV

1.	Bus Bar	4000A	4000A	4000A
2.	Line bay	3150A	1600A	3150A
3.	ICT bay	3150A	1600A	-
4.	Bus Reactor bay	3150A	-	-
5.	Bus Coupler bay	-	3150A	-
6.	Transfer Bus coupler bay	-	1600A	-

2.1 400/220/33kV, 3-phase Autotransformer

500 MVA 400/220/33 kV, 3-phase Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

2.2 420kV, 3-Phase, Shunt Reactor

125 MVAR, 420 kV, 3-Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

Neutral Grounding Reactor (NGR) and Surge Arrester for 420 kV line reactors

The neutral of the line reactors (wherever provided) shall be grounded through Neutral Grounding Reactors (NGR) of value as indicated in the scope to facilitate single phase auto-reclosure. NGR shall be provided with bypass arrangement through a breaker so that the line reactor can be used as Bus Reactor as and when required. The neutral of Bus Reactor shall be solidly grounded. NGR shall be oil filled or dry type air core for outdoor application. NGR shall conform to CEA's "Standard specifications and technical parameters of transformers and reactors (66kV and above)". Technical parameters of NGR shall be as specified in Annexure-A of abovementioned document.

The surge arresters (rated voltage of arrester in co-ordination with ohmic of NGR shall be decided by the TSP) shall be provided & physically located between the neutral of shunt reactor (brought out at 145kV class bushing) and neutral grounding reactor. The surge arresters shall be of heavy duty station class gapless Metal oxide (ZnO) type conforming in general to IEC-60099-4. Arresters shall be hermetically sealed units, of self-supporting construction, suitable for mounting on structures.

2.3 400kV&220kV AIS Substation equipment (as applicable)

2.3.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform with IEC: 62271-100, IEC: 62271-1 and shall be of SF6 Type. The circuit breakers shall be of 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 40ms for 400kV circuit breakers and 60ms for 220kV circuit breakers. 400kV, 220kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400kV lines of more than 200km length shall be provided with pre insertion closing resistor of about 400 ohms maximum with 8ms minimum insertion time or Controlled Switching Device. The shortline fault capacity shall

be same as the rated capacity and this is proposed to be achieved without use of opening resistors. The controlled switching device shall be provided in 400kV Circuit breaker of switchable line reactor and in Main & Tie circuit breakers of line with non-switchable line reactors and Bus reactors and 400/220 kV Transformers (as applicable).

2.3.2 Isolators (AIS)

The isolators shall comply with IEC 62271-102 in general. 400 kV and 220kV 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 400kV and 220kV shall be of extended mechanical endurance class - M2 and suitable for bus transfer current switching duty. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400kV and 220kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-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 400kV shall have six cores (four for protection and two for metering). 220kV 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. 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 for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400kV voltage class.

2.3.4 Capacitor 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. 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 400kV and 220kV shall be of 4400/8800 pF depending on PLCC requirements. 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.

2.3.5 Surge Arresters (AIS)

336kV Station High (SH) class gapless type Surge ~~arcs~~ & 216kV Station Medium (SM) class gapless type Surge arresters with thermal energy (Wth) of minimum 12 kJ/kV & 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 420kV & 245kV systems respectively. 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.

2.4 Protection Relaying & 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 communication interface. 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

400kV and 220kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 400kV and 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 also be provided by the TSP. Associated power & control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of 220kV line bays where the line lengths are not indicated, Numerical Distance protection relay as Main-I and Line Current differential relay (with back up distance protection feature) as Main-II shall be provided. Further, in such case, the matching line current differential relay for remote end shall be provided by the remote end bay owner.

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 400kV and 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.

All 400kV lines shall also be provided with two stages over voltage protection. 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 and 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) Auto Transformer Protection

These shall have the following protections:

- a. Numerical Differential protection
- b. Numerical Restricted earth fault protection
- c. Numerical Back-up Over-current and earth fault protection on HV & IV side
- d. Numerical Over fluxing protection on HV & IV side
- e. Numerical Overload alarm
- f. Numerical Back up Impedance protection (HV Side)

Further, Numerical Back-up Over-current and earth fault protection on HV & IV side of autotransformer shall not be combined with other protective functions (except back up Impedance protection) in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker & 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 & protection IEDs to be provided for autotransformer.

c) 400kV 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, MOG with low oil level alarm, protection against oil and winding temperatures & 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 400kV and 220kV buses. Duplicated bus bar protection is envisaged for 400kV bus-bar protection. 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.

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 400kV and 220kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

- a. LBB & 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 & overload protection can be provided as built-in feature of differential relay.
- d. In 400kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.

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 220kV and above. All bay control units as well as protection units are normally connected through an Optical fibre 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 Substation Automation System.

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

In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

In existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway & modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement. 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 synchronisation equipment

Time synchronization equipment complete in all respect including antenna, cable, 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 & IEDs etc.

3 Substation Support facilities

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

3.1 AC & DC power supplies

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

- (i) For LT Supply at each new Substation, two (2) nos. of LT Transformers (minimum 630kVA for substations with highest voltage rating as 400kV) shall be provided out of which one shall be connected with SEB/DISCOM supply and other one shall be connected to tertiary of Transformer.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33kV 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 RLDC/RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33kV tertiary of Transformer by local SEB/DISCOM for energy accounting.

- (ii) 2 sets of 220V battery banks for control & protection and 2 sets of 48V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger. Battery shall be of VRLA type.
- (iii) Suitable AC & 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) 415V Main Switch board – 1 nos.
- b) AC distribution board – 1 nos.
- 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 & DC distribution boards shall have modules for all the feeders (including future as specified).

- (iv) At new Substation, one no. of DG set (minimum 250kVA for substations with highest voltage rating as 400kV) shall be provided for emergency applications considering future bays.
- (v) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).
- (vi) For substation extensions, existing facilities shall be augmented as required.

3.2 Fire Fighting System

Fire-fighting system for substation including transformer & reactor shall conform to CEA (Measures Relating to Safety & Electric Supply) Regulations.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

At existing substations, the fire-fighting systems as available shall be extended to meet the additional requirements.

3.3 Oil evacuating, filtering, testing & filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and 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.

3.4 Illumination

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

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 luminaires.

3.5 Control Room

For 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 & DC distribution boards, DC batteries & associated battery chargers, Fire Protection panels, Telecommunication panels & 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 control room for all the future bays also.

At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

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. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

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 cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, 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. 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.

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 & location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement 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.

4.0 General Facilities

- a. Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400kV 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 requirement/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 gm/sq.m and 900 gm/sq.m for coastal/ creek regions.
- e. In 400kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie & Future bay shall be designed considering the current rating of line bay i.e. 3150A.
- 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 complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL) as per CEA Measures Relating to Safety and Electric Supply Regulations.

5.0 EXTENSION OF EXISTING SUBSTATION

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

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	400kV Bhopal (Sterlite) Extn.		
1.0	Single Line Diagram	Drg. No. 5429PS060-BHO-E-SYD-SLD-0401	Rev.02
2.0	General Arrangement	Drg. No. 5429PS060-BHO-C-SYD-AAR-0001	Rev.03
3.0	Earthmat Layout	Drg. No. 5429PS060-BHO-C-SYD-EAR-0202	Rev.01
4.0	Visual Monitoring System	Make: Delta, Model: ICON PRO Series-D	-
5.0	Bus Bar Protection (400kV System)	Make: ALSTOM Model: P741	-
6.0	Substation Automation System (SAS)	Make: GE , Model: DS AGILE Ver.6.4.0.5	-

Bidder is also advised to visit the substation sites and acquaint themselves with the topography, infrastructure such as requirement of roads, cable trench, drainage etc. and also the design philosophy.

SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall conform to the following requirements. The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. one tele-protection channel through PLCC and one tele-protection channel over FOTE in addition to one channel for speech plus data for each direction.

1 Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line

On Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line one (1) no. OPGW cable containing 24 Fibres (24F) is to be installed & commissioned by the TSP on one E/W peak and on other peak conventional earth wire to be installed. The TSP shall install this OPGW from gantry of Pachora SEZ PS up to the gantry of Bhopal (Sterlite) S/s with all associated hardware including Vibration Dampers, mid-way Joint Boxes and finally termination in Joint Boxes (called OPGW Hardware hereafter) end Substations. Repeater equipment is not envisaged for the Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line.

Maintenance of OPGW Cable & OPGW Hardware shall be responsibility of TSP.

2 Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PS with 420 kV (125 MVAR) bus reactor

- a. TSP shall provide 2 no. FODP (96 F) & 1 no. FODP (48F) alongwith panel and Approach Cable (24F) with all associated hardware fittings (from gantry tower to Control Room) for all the incoming lines envisaged under the present scope.
- b. TSP shall provide STM-16 (FOTE) equipment with panel supporting minimum ten (10) MSP (Multiplex Section Protection) in combination of two no. of 5 MSP (Multiplex Section Protection) Equipment. Communication Equipment shall be provided with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Pachora SEZ, Bhopal (Sterlite), Agar Solar Park, Shajalpur Solar Park & Other RE Plants.
- c. FODP & FOTE equipments with panels shall be provided in Control Room of Pachora PS. FOTE & FODP equipments can be accommodated in same panel to optimize space.
- d. The integration work of new communication equipment under present scope with existing regional level centralized NMS shall be responsibility of TSP. Configuration work in existing centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment with the Centralized NMS shall be ensured by TSP.
- e. TSP shall install required no. of Phasor Measurement Units (PMUs) for all 400kV voltage line bays (under the scope of this project) at 400kV Pachora PS, these PMUs shall support latest IEEE C-37.118 protocols. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room with Fibre

Optic cable. These PMUs shall be connected with the FOTE at Substation for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. However, configuration work in existing PDC at RLDC for new PMU integration is not in scope of TSP.

- f. The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMUs, DCPS alongwith Battery Bank shall be the responsibility of TSP.

3 2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100MVA/ckt at nominal voltage)

- a. TSP shall provide 1 no. FODP (48 F) along with panel and 1 no. Approach Cable (24F) with all associated hardware fittings.
- b. TSP shall provide 1 no. STM-16 (FOTE) equipment with panel supporting minimum three (3) MSP (Multiplex Section Protection) with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Pachora PS & Bhopal (Sterlite) stations.
- c. 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 Bhopal (Sterlite) S/s which is already communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays / Patch cords etc. in the existing FOTE/FODP panels in control room for integration with the existing FOTE for onwards data transmission.
- d. 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. The TSP may integrate the FOTE under present scope with FOTE in the nearby Kiosk (if available with spare direction) or shift one direction from control room to FOTE under present scope. For this purpose, TSP shall provide necessary FODP sub rack / Splice trays/ Patch cords etc. in the existing FOTE/FODP panels in another Kiosk (SPR) or in the control room.
- e. FOTE & FODP equipments can be accommodated in same panel to optimize space.
- f. The integration work of new communication equipment under present scope with existing regional level centralized NMS shall be responsibility of TSP. Configuration work in existing centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment with the Centralized NMS shall be ensured by TSP.
- g. TSP shall install required no. of Phasor Measurement Units (PMUs) for all 400kV voltage line bays (under the scope of this project) at 400kV Bhopal (Sterlite) S/s and PMUs shall support latest IEEE C-37.118 protocols. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room with Fibre Optic cable. These PMUs shall be integrated with the existing PDC (Phasor Data Concentrator) located at respective RLDC. TSP shall provide separate WAMS (PMU, switches etc.) required for extended bays at 400kV Bhopal (Sterlite) S/s.

- h. The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMUs, DCPS along with Battery Bank shall be the responsibility of TSP.

4 PLCC & PABX:

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

- Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided as means of effective communication among various buildings of the substation, remote end substations and with control center's (RLDC/SLDC) etc.
- Coupling devices shall be suitable for phase to phase coupling for 765kV & 400kV Transmission lines. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.
- The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.
- The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.
- PLCC equipment for all the transmission lines covered under the scheme (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT & Wave trap for all the line bays under present scope shall be provided by TSP.
- TSP shall provide/ undertake necessary addition/ modification/ shifting/ re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).
- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 2 sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required.

Frequently Asked Queries:

Transmission Line:

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

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

- 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 & 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 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.

Substation

- 1.5. We understand that space for storage of O&M spare shall be provided by 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.

- 1.6. 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 responsibility of the TSP.

- 1.7. 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 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.

- 1.8. 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.

- 1.9. 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 chargeable basis.

- 1.10. 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.

- 1.11. It is understood that Construction water and power shall be provided free of cost to TSP by respective substation owner for construction of new bays.

Reply: Arrangement of construction power & water is in the scope of TSP.

- 1.12. It is understood that 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)

- 1.13. Please clarify that 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.

- 1.14. We understood that no any dedicated metering CT & CVT required for Line/feeders. Further, we understood that requisite Energy meters for various 765kV, 400kV & 220kV Feeders shall be provided & 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 is matching 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).

Communication

- 1.15. 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, PMU etc. are required for grid operation through RLDC/SLDC, speech communication, tele-protection and tele-metering.

- 1.16. Is space for installation of communication panels are provided to TSP in existing Substations in case new bays are in the scope of TSP?

Reply: The space related issues are deliberated in the RFP itself. TSP to carry out survey of the existing substation for physical space requirement. In case space is not available in the existing substation then TSP shall accommodate the same in the respective bay SPR (Switchyard Panel Room)/Bay Kiosk/ 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.

In case 132kV Substation TSP shall accommodate the said panels either by extension of existing control room or other arrangements.

1.17. 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 2x24FOPGW shall be required to install by TSP on both earthwire peak on 400kV & 765kV lines where two E/W peaks are available. On 220 & 133kV 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, on both Line In and Line Out portions of 400kV & 765kV lines. On 220 & 133kV lines where only one E/W peak is available TSP to install one no. 24F OPGW in place of conventional earthwire.

1.18. How is the OPGW laying done in case 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 765kV & 400kV lines.

Incase 220/132kV lines using multi circuit portion where single E/W peak is available one no. 48F may be installed for common multi circuit portion.

ANNEXURE C

PRE-AWARD INTEGRITY PACT

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 maintain (BOOM) basis and to provide Transmission Service to the Long Term Transmission Customers.

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:

Commitments of BPC

1.1 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.

- 1.2 The BPC will, during the bidding stage, treat all BIDDER alike, and will provide to all BIDDER 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
- 1.3 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. 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.

Commitments of BIDDERS

3. 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, favour, 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 favour or disfavour 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 BIDDERS 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. Previous Transgression

- 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. Bid Security Declaration

- 5.1 Along with the technical bid, the BIDDER has submitted Bid Security Declaration, with the BPC.
- 5.2 The Bid Security Declaration shall be valid & retained by the BPC for such period as specified in the RFP Document.

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 participating in future bidding processes of the Government of India/ BPC for a minimum period of five years, which may be further extended at the discretion of the BPC.
 - (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

- 7.1 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).
- 7.2 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.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 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.
- 7.6 The BIDDER(s) 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 confidentiality. [As all the bid documents are with BPC only]
- 7.7 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.
- 7.8 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. Facilitation of Investigation

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

11.1 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.

11.2 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 _____

<p>Bid Process Coordinator (BPC)</p> <p>Name of the Officer Designation Name of the BPC with address</p> <p>Witness:</p> <p>1. _____</p> <p>2. _____</p>	<p>BIDDER</p> <p>Name of Authorized Signatory Designation Name of the Bidder with address</p> <p>Witness:</p> <p>1. _____</p> <p>2. _____</p>
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ANNEXURE - D

**No.11/05/2018-Coord.
Government of India
Ministry of Power**

**Shram Shakti Bhawan, New Delhi
Dated the 28th July, 2020**

ORDER

Sub: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Ref: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017 for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Further, DPIIT vide order No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020, have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In the light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sector vide Order No.11/05/2018-Coord. dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued.

3. In furtherance of Para 19 of the DPIIT Notification No.P-45021/2/2017-PP(BE-II) dated 04.06.2020 and in supersession of all the aforementioned orders issued by this Ministry, the following has been decided:

- i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference, (iii) exemption to small purchases, and (iv) margin of purchase preference, shall be the same as in DPIIT order dated 04.06.2020, referred to above and extracts of the same given at **Appendix**.
- ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I**, only "Class-I local supplier", shall be eligible to bid irrespective of purchase value.
- iii. In procurement of all goods, services or works not covered by sub-para 3(ii) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry (GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per **Annexure-I**, will be reviewed at regular intervals with a view to increase number of items in this list.

5. Purchase preference shall be given to local suppliers in accordance with **para 3A** of DPIIT Order dated 04.06.2020, and extracts of the same given at **Appendix**.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Chairperson	Member (Planning), CEA
Member	Chief Engineer (PSETD), CEA
Member	Chief Engineer (HETD), CEA
Member	Chief Engineer (TETD), CEA
Member	Chief Engineer (DP&R), CEA
External Expert	As may be co-opted by CEA
Convener	Chief Engineer (R&D), CEA

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MOP. The composition of the Committee is given below:

Chairperson	Chairperson, CEA
Member	Member (Hydro), CEA
Member	Member (Power System), CEA
Convener	Member (Thermal), CEA

8. The complaint fee of Rs.2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs.5 Lakh), whichever is higher, shall be paid in the form of online transaction or Demand Draft, drawn in favour of DDO, CEA. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No.P-45021/2/2017-PP (BE-II) dated 04.06.2020.

10. This order shall be applicable in respect of the procurements made by all attached or subordinate offices or autonomous body under the Ministry of Power, Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by Government of India. The aforesaid orders shall also be applicable in respect of funding of capital equipment by PFC/ REC.

11. Procuring entities as defined in the DPIIT's Order dated 04.06.2020 are advised to revise their tender documents fully complying with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/this Ministry from time to time.

12. All tenders for procurement by Central Government Agencies have to be certified for compliance of the PPP-MII Order by the concerned procurement officer of the Government Organization before uploading in the portal.

13. In pursuance of the provision of para 13 of the DPIIT Order, 2020, equipment used in the power sector which are manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement are listed as under **Annexure-II**. However, Annexure-II will undergo regular review to check for those items in the list for which sufficient local manufacturing capacity and competition have got developed and which meet minimum local content of 50% now, so that these items become eligible for inclusion in Annexure-I of this order and the provisions as contained in para 3 above of this order start becoming applicable in respect of these items too.

14. In order to further encourage Make in India initiative and promote manufacturing and production of goods and services in India, general guidelines as enclosed at **Annexure-III** may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

15. This issues with the approval of Hon'ble MoS (IC) for Power and NRE.



(R.K. Das)

Under Secretary to the Government of India
Tel. No.011-23752495

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Chief Secretaries of all States/UTs
6. Director General, Comptroller and Auditor General of India
7. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs/ Chairmen of DVC & BBMB/ MD of EESL
11. All JSs/ EA, MoP

AppendixExtracts of important provisions contained in DPIIT Order No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020**1. Definitions:**

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L 1 for the purpose of purchase preference.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *turnkey works*.

2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- (b) In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3. Purchase Preference

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
 - (b) In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
 - ii. If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.
 - (c) In the procurements of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.
 - ii. If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L 1 bidder.
 - (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
4. **Exemption of small purchases:** Procurements where the estimated value to be procured is less than Rs.5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that **procurement is not split for the purpose of avoiding the provisions of this Order.**
 5. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

Annexure-I

List of items of goods and services with sufficient local capacity and competition, in procurements of which, only “Class-I local suppliers”, shall be eligible to bid, irrespective of purchase value.

A. Transmission Sector- List of equipment pertaining to transmission system of 66 kV and above voltage level.

1. Transformers and Reactors (66 kV to 765 kV AC)
2. Air Insulated Switchgear (Circuit Breakers, Disconnectors), Surge Arrester, Wave trap (66 kV to 765 kV AC)
3. Gas Insulated Switchgear (66 kV to 400 kV AC)
4. Instrument Transformers (66 kV to 765 kV AC)
5. Bus Post Insulators
6. Substation structure material
7. Transmission line tower material
8. Conventional conductors and accessories
9. Porcelain Insulators and hardware fittings
10. Control & power cables
11. High Voltage Cables (upto 220 kV AC)
12. Control and Protection System including Substation Automation System
13. DG set
14. DC system (DC Battery & Battery Charger) in a substation
15. AC & DC Distribution Board for substation
16. Material for Grounding system
17. Items for illumination system

B. Hydro Sector- List of equipment pertaining to Hydro Generating Station.

1. Hydro Turbine & Associated equipment (Francis, Kaplan & Pelton Turbine)

2. Generator & Associated Equipment
3. Generator Transformer & Reactors
4. Main Inlet Valve & Associated Equipment
5. Penstock protection Valve and Associated Equipment
6. Governing system & Accessories
7. Gas Insulated Switchgear/ Gas Insulated Bus Ducts (Up to 400 kV)
8. Switchyard/Pothead Yard Equipment(excluding Transformer and Reactors)
9. Automation and Controls
10. Protection System
11. XLPE Cable (up to 400 kV)
12. Static Excitation System
13. SST,UAT & SAT
14. LV, MV & HV Switchgear
15. LV, MV & HV Bus Ducts
16. DC System
17. Power and Control Cable
18. Illumination system
19. D.G. Set
20. PLCC
21. Grounding System
22. Workshop Equipment
23. EOT Crane
24. Cooling Water System
25. Compressed Air System
26. Drainage/Dewatering System
27. Fire Protection System
28. Heating, Ventilation & Air Conditioning System (HVAC)
29. Elevator
30. Oil Handling System
31. Mechanical BOP Items

C. Thermal Sector- List of equipment pertaining to Thermal Generating Station.

Coal/ lignite based thermal power projects/ plants:

1 Boiler Auxiliaries

- i) Air pre-heater
- ii) SCAPH
- iii) Steam soot blowers (wall blowers & LRSB)
- iv) Auxiliary Steam PRDS
- v) Mill reject system
- vi) Fuel oil system
- vii) Seal air Fan
- viii) Ducts and dampers
- ix) Duct expansion joints
- x) Blowdown tanks

2 Electro- static precipitators (ESPs)

- i) Casing
- ii) Electrodes
- iii) Rapping system
- iv) Hopper heaters
- v) Transformer rectifiers
- vi) Insulators

3 Turbine Auxiliaries

- i) Condensate extraction pumps
- ii) Condenser On line Tube Cleaning System (COLTC)
- iii) Debris filters
- iv) Deaerator
- v) Drain cooler and flash tanks
- vi) ECW pumps
- vii) Plate heat exchangers
- viii) Self- cleaning filters
- ix) Condensate polishing units (CPUs)
- x) Chemical dosing system

4 Generator Auxiliaries

- i) Seal oil system
- ii) Hydrogen cooling system
- iii) Stator water cooling system

5 Electrical Works

- i) Transformers
- ii) Bus ducts
- iii) Motors
- iv) Switchgears
- v) Power & control cables
- vi) Control and metering equipment
- vii) Protective relays
- viii) Switch yard equipment - Insulators, Circuit Breakers, Isolators, Conductors, CTs, PTs, Bushings, surge arresters etc.
- ix) Earthing & Lightning protection system
- x) DC batteries & battery charger system
- xi) Electrical laboratory & testing equipment
- xii) Emergency DG sets
- xiii) Plant illumination system

6 Control & Instrumentation System (C&I System)

- i) Thermocouples
- ii) Measuring instruments
- iii) Burner management system
- iv) Flame scanners
- v) Actuators
- vi) Automation and Control Cards
- vii) PLC System
- viii) SWAS system
- ix) Vibration monitoring system
- x) Interplant communication/ public address system

7 Coal Handling Plant

- i) Conveyors
- ii) Hydraulic drives, hydraulic motor

- iii) Wagon Tippler
- iv) Side Arm Charger
- v) Paddle feeder
- vi) Crushers & Screens
- vii) Dust suppression (dry fog & plain water) system
- viii) Air Compressors
- ix) Magnetic separators & metal detectors
- x) Coal sampling system
- xi) Stacker cum reclaimer
- xii) Belt weighing & monitoring system.

8 Ash Handling System

- i) Clinker grinder
- ii) Water jet ejectors
- iii) Scraper chain conveyor
- iv) Dry fly ash vacuum extraction system
- v) Pressure pneumatic conveying system
- vi) Ash water & ash slurry pumps
- vii) Compressors, air dryers & air receivers
- viii) Ash water recovery system

9 Raw water intake & supply system

- i) Travelling water screens
- ii) Raw water supply pumps
- iii) Valves, RE joints etc.

10 Water Treatment System and Effluent Treatment System

- i) Clarification plant
- ii) Filtration plant
- iii) Ultra filtration plant
- iv) Reverse osmosis plant
- v) DM plant
- vi) Chlorination plant
- vii) Chemical dosing system
- viii) Effluent Treatment Plant

11 CW & ACW System

- i) CW & ACW Pumps
- ii) BF valves, NRVs etc.
- iii) RE joints
- iv) Air release valves

12 Cooling towers (NDCT/ IDCT)

- i) Water distribution system,
- ii) spray nozzles,
- iii) packing,
- iv) drift eliminators
- v) CT Fans (for IDCT)
- vi) Gear boxes, shafts & motors (for IDCT)

13 Air Conditioning & ventilation system

- i) Split & window air conditioners
- ii) Chilling/ condensing unit
- iii) AHU and Fresh air unit
- iv) Cooling towers
- v) AWUs, axial fans, roof extractors
- vi) Ducts, louvers & dampers

14 Cranes, EOT cranes, gantry crane & chain pulley blocks etc.**15 Fire Protection and Detection System**

- i) Motor driven fire water pumps
- ii) Diesel engine driven fire water pumps
- iii) Hydrant system for the power plant.
- iv) High velocity water spray system
- v) Medium velocity water spray system
- vi) Foam protection system
- vii) Inert gas flooding system
- vii) Fire tenders
- viii) Portable fire-extinguishers
- ix) Automatic fire detection, alarm & control system
- x) Fire alarm panels

16 Flue Gas Desulphurization (FGD)

- i) Spray header
- ii) Mist eliminators

D. Power Distribution Sector - List of equipment pertaining to Power Distribution Sector.

1. 33/11 kV Power Transformers
2. Oil filled Distribution Transformers (CRGO / Amorphous Core)
3. Dry type Distribution Transformers (Aluminum / Copper type)
4. Insulators (Polymer / Porcelain)
5. Instrument Transformers (LV {1.1 kV and below} / MV {Upto 33 kV})
6. Conventional Conductors and accessories
7. Electrical Motors (0.37 kW to 1 MW)
8. MV AIS Panels (including Circuit Breakers) up to 36 KV, indoor
9. MV Breakers up to 40.5 KV, Outdoor
10. Isolators
11. Packaged Substation (6.6kV to 33kV)
12. RMUs (11 kV)
13. Poles (PCC, PSCC, Rolled steel joist, Rail pole or Spun or Steel tubular pole)
14. Cables(PVC , Rubber,etc) (11 to 33 kV)
15. XLPE Cables
16. Cable accessories
17. Control cables
18. Energy Meters
19. Substation structure material
20. Items for illumination system
21. All works pertaining to distribution of electricity, excluding works which involve supply of one or more goods not mentioned above valued at more than 50% of the value of the work
22. All services other than IT software, which shall be governed by orders of the Ministry of Electronics and Information Technology.

The items manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology.

A. Transmission Power sector-

1. Gas insulated switchgear (400 KV and above)
2. 400 KV XLPE cable
3. Numerical protection relays.
4. SCADA
5. Power Transformers, 765KV
6. HVDC Transformers
7. Reactors 400 KV and above
8. Composite Core Conductor
9. GAP Conductors
10. ACSS Conductor
11. INVAR Conductors
12. EHV Cables (up to 220 KV)
13. EHV Cables 400 KV
14. Composite Long Rod Insulators
15. HV Gas Insulated Switchgear (72.5 kV to 420 kV)
16. MV AIS Panels(incl. Circuit Breakers) up to 36 KV, indoor
17. MV Breakers up to 40.5 kV, Outdoor
18. MV GIS Panels (Up to 33kV)
19. RMUs (11kV)
20. RMUs (33kV)
21. Control & Relay Panels, SCADA, Sub-Station Automation etc

B. Hydro Power sector

1. Gas Insulated Switchgear/ Gas Insulated Bus Ducts (400 KV and above)
2. Automation and Controls
3. Protection System
4. 400 kV XLPE Cable

C. Thermal Power sector

D. Coal/ lignite based thermal power projects/ plants:

1 Boiler pressure parts

- i) Tubes
- ii) Steam pipes/ headers
- iii) Steam headers
- iv) Steam drum
- v) Separator

2 Boiler Auxiliaries

- i) Coal burners and oil burners
- ii) Coal mills
- iii) Coal feeders
- iv) PA /FD/ ID fans
- v) SCR

3 Steam turbine

- i) HP/ IP/ LP turbine
- ii) Bearings
- iii) Steam inlet valves
- iv) Generator

4 Steam turbine auxiliaries

- i) Gland steam condenser
- ii) Lub oil pumps
- iii) Oil filters
- iv) Oil purifiers
- v) Condensate extraction pumps
- vi) Condenser
- vii) HP & LP heaters
- viii) Boiler Feed Pumps (BFPs)
- ix) BFP hydraulic coupling
- x) BFP Drive turbines

5 Control & Instrumentation System (C&I System)

- i) Distributed digital control, Monitoring and Information System (DDCMIS)

6 Flue Gas Desulphurization (FGD)

- i) Spray nozzles
- ii) Oxidation Blowers
- iii) Limestone slurry handling pumps
- iv) Booster fans
- v) Vacuum belt filters

B. Gas based thermal power projects/ plants :**1 Gas turbine generating set and auxiliaries :**

- i) Gas turbine unit Upto 44 MW
- ii) Combustion unit (Standard)
- iii) Compressor unit upto 145 MW
- iv) Lubrication and control oil system
- v) Oil purification and cooling system
- vi) Compressor cleaning system
- vii) Inlet air system

2. Exhaust gas system

- i) Ducting
- ii) Silencers
- iii) Bypass stack
- iv) Guillotine gates & Diverter damper
- v) Expansion joints

3. Heat Recovery Steam Generator (HRSG)

- i) Drums
- ii) Evaporators & superheaters
- iii) Condensate preheater
- iv) Feed regulating station
- v) Blow down tank
- vi) Chemical dosing system
- vii) HRSG Stack

Annexure-III

General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian National Rupees (INR) only in respect of local content only.
4. Indian subsidiaries of foreign bidders shall meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than --- years (to be specified by the procurer).
10. The technologies/ products offered shall be environmentally friendly, consuming less energy, and safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ supplier and for this, the Manufacturer/supplier along with procurer has to establish recycling / disposal unit **or** as may be specified.
13. Domestic Content requirement (based on the cost of the product) shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public

Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).

14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.
15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.
16. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.
18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.
19. Formation of new joint venture in India shall be permitted only with the Indian companies.
20. Tendering by the agent shall not be accepted.
21. The original test report in the language prescribed by the procurer shall generally be accepted. Preferably the translated test report shall not be accepted. However, the notarized translation of test reports shall be accepted.
22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.
23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.
24. Wherever required, the foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.
25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

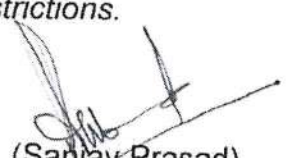
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

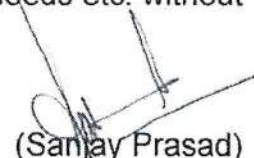
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


 (Sanjay Prasad)
 Joint Secretary (PPD)
 Email ID: js.pfc2.doe@gov.in
 Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
 - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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F.No.6/18/2019-PPD
 Ministry of Finance
 Department of Expenditure
 Public Procurement Division

161, North Block
 New Delhi
 23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


 (Sanjay Prasad)
 Joint Secretary (PPD)
 Email ID: js.pfc2.doe@gov.in
 Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

- b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.*

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price, if Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued.

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo.

3. The following examples are given to assist in implementation of the Order.

Example 1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be

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qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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REC Power Development and Consultancy Limited
 (Formerly Known as REC Power Distribution Company Limited)
 A wholly owned subsidiary of REC Limited, a 'Navratna CPSE'
 under Ministry of Power, Govt. of India)



Ref. No.: RECPDCL/ISTS/TBCB/2021-22/1261

Date: 09.09.2021

The Secretary,
 Central Electricity Regulatory Commission,
 3rd Floor, Chandralok Building,
 36, Janpath, New Delhi – 110 001

Subject: Global Invitation for selection of Transmission Service Provider for Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" & "Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka - Part A" allocated to RECPDCL to act as Bid Process Coordinator (BPC) to be implemented through Tariff Based Competitive Bidding (TBCB) process – RFP document thereof.

Ref No: RECTPOL/ISTS TBCB/2019-20/3365 dated 05.03.2020

Dear Sir,

As you may kindly be aware that REC Power Development and Consultancy Limited (formerly known as REC Power Distribution Company Limited), erstwhile REC Transmission Projects Company Limited, through single stage two envelope process of "Request for Proposal (RFP)", had earlier invited responses for selection of Transmission Service Provider for two (2) Inter-State Transmission Projects namely, "Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" & "Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka - Part A". The sale of RFP commenced on 05.03.2020. However, due to subsequent change in the Scope of Work and In turn Qualification Requirement, the bidding process of the above transmission projects is hereby annulled and now, being reinitiated as per the revised Scope of work & Qualification Requirement.

Accordingly, RECPDCL now invites proposals for setting up of the above transmission projects on Build, Own, Operate and Maintain (BOOM) basis following single stage two envelope process of "Request for Proposal (RFP)" with revised Scope of work & Qualification Requirement. Therefore, in accordance with the provision of Clause 4.2 of "Tariff Based Competitive Bidding Guidelines for Transmission Service" issued by Ministry of Power, GoI, we would like to intimate that the RFP process has been initiated by way of global invitation for selection of bidder as Transmission Service Provider for the above transmission projects in National/International newspapers on 09.09.2021. The RFP notification and RFP documents have also been posted on our websites www.recindia.nic.in and www.recpdcl.in.

In this regard, we are forwarding one copy of Request for Proposal (RFP) document of each of above transmission project for your kind information and reference please.

Thanking you,

Yours faithfully,

(PS Hariharana)
 Addl. CEO-II

Encl: As above



SURVEY REPORT & RA DRAWINGS

for
Transmission system for evacuation of power
from RE projects in Rajgarh (2500 MW)
SEZ in Madhya Pradesh



REC Power Development and Consultancy Limited

(a wholly owned subsidiary of REC Limited)

D- Block, REC Corporate Headquarter,

Plot No. I-4, Sector-29, Gurugram-122001

Regd. Office: Core 4, Scope Complex, 7,

Lodhi Road, New Delhi – 110003

Website : www.recpdcl.in

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 & 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, 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.

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CHAPTER-1

INTRODUCTION

1.0 Introduction

Development of any country especially of any developing country depends solely on its power generation and proper distribution. The demand of power supply in proper way increases rapidly due to industrial demand and development of the area as a whole. India is developing fast and the demand - supply ratio of power distribution is unable to keep pace with the rapid industrial growth. Due to heavy urbanization and industrial demand the impact on power distribution has become an essential necessity of the day. Power generation, transmission and distribution is a long drawn process, which is being carried out essential by both the Govt.& Private sector organization.

In order to execute such magnitude of transmission system, which is of much higher order than those totally implemented in last 5 decades, precise planning, costing, scheduling etc, would be required. Optimum deployment of resources also would be of prime targets in implementing this transmission system. As transmission line have to traverse the length and breadth of country, for evacuation of power from generating stations to load centers and beneficiary states, the topographical & geographical nature of the terrains play significant influence in the project's cost and implementation time. Hence, it is essential that at the planning stage itself that various alternative routes and technical solution for transmission line be examined in detail. For undertaking such studies, one of the major requirements is obtaining adequate information regarding the site location and identifies, subsequently, during implementation of the projects, it is required to obtain elaborate details about terrain, soil condition, constraints etc. of the route for proper resources planning, costing etc.as well as reducing the implementation time. Presently, conventional methods of survey like walk over survey, preliminary survey and detailed survey are carried out at various stages from conceptualization of the projects to implementation, which are time consuming task.

Presently, there are new means available to conduct survey using remote sensing, PS based survey etc. M/s. GIS Data Solutions, Delhi have been awarded by M/s REC Power Development and Consultancy Limited to study and execute the Preliminary survey of three feasible routes, taking all logistic precaution and use most modern survey Techniques to survey the feasible routes and suggest the logically viable routes to erect the power line for distribution of power system.

CHAPTER-2

SCOPE OF WORK

2.0 Scope of Work

The technical specification covers survey using modern survey techniques including route alignment of transmission line, identification of sub-stations sites and preparation of Report of the transmission system for the following Project:

Scope of Work

Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I

Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor

Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line

The following selection criteria have been adopted:

1. The area of the land shall be adequate so as accommodate the 400 / 220kV substation.
2. The proposed land should be accessible and preferably be near to National or state highway
3. The substation shall have the land provision for accommodating the residential colony, club, green areas and roads.
4. They should be fairly flat and clearly demarcated.
5. The land shall have minimum interference with habitation, industrial area, airport, railway etc.
6. Forest areas and other restricted areas have to be avoided.
7. The land shall have minimum legal owners and shall be free from Encumbrance's.
8. As far as possible, the area shall free from any built - up structure.

CHAPTER-3

METHODOLOGY

3.0 Data Collection & Digitization of Maps

Survey of India TOPO sheets on 1:50,000 scale. All the Survey of India TOPO sheets were geo-referenced with respect to Latitude Longitude of TOPO sheets under are as follow 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. 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
- Canals
- Nallah/Drain crossings
- Forest (Reserved/Protected/Open Scrub)
- Protected areas (Cantonments, Air fields)
- Main power lines (EHV) and other electrical power lines
- Telephone lines
- Angle points
- Lakes, Reservoirs and Ponds
- Air port/ Air Strip

CHAPTER-4

GEOGRAPHICAL INFORMATION

4.0 GEOGRAPHICAL INFORMATION

4.1 Climate of Madhya Pradesh

Madhya Pradesh has a subtropical climate. Like most of north India, it has a hot dry summer (April–June), followed by monsoon rains (July–September) and a cool and relatively dry winter. The average rainfall is about 1,371 mm (54.0 in). The southeastern districts have the heaviest rainfall, some places receiving as much as 2,150 mm (84.6 in), while the western and northwestern districts receive 1,000 mm (39.4 in) or less.

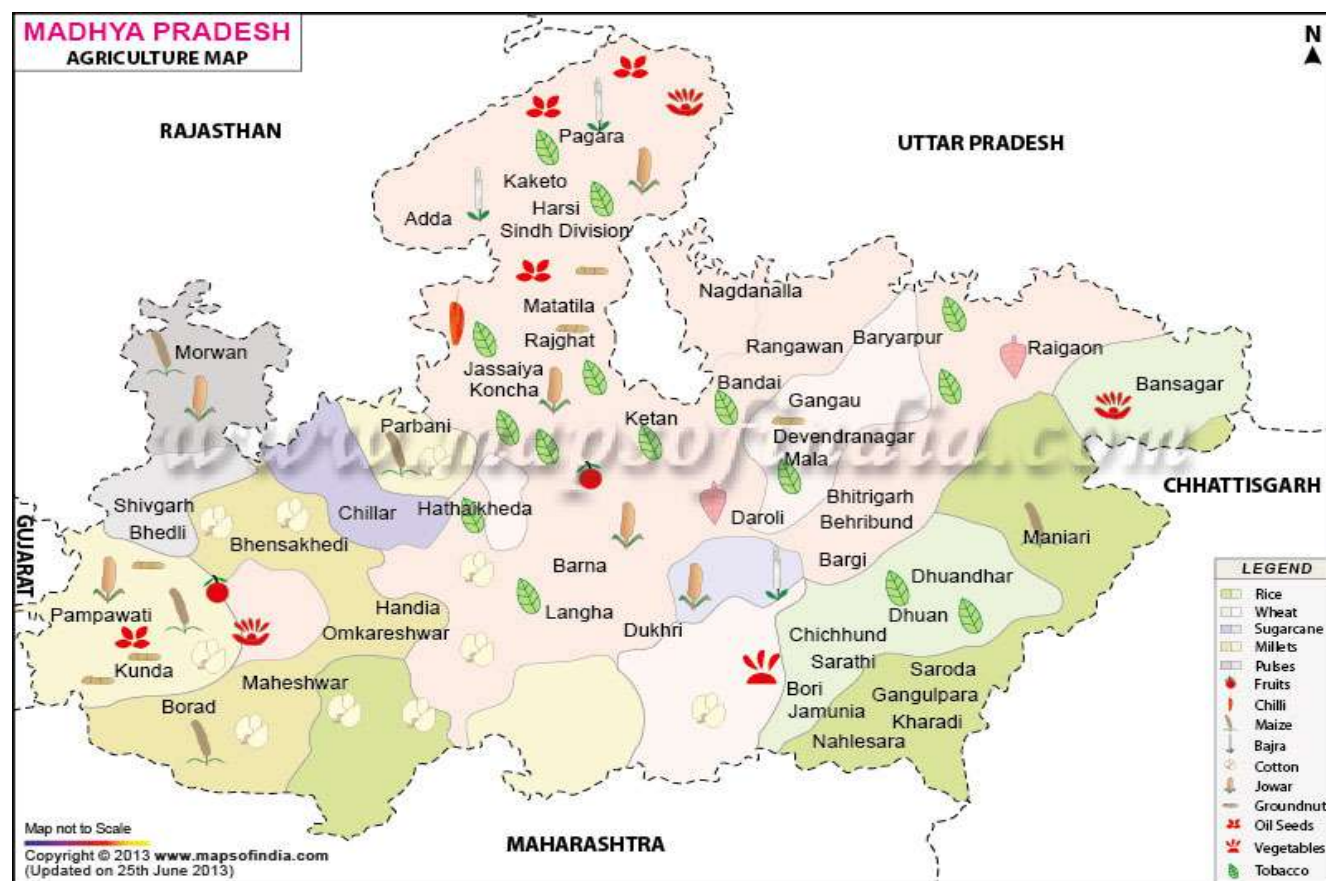
4.2 Terrain

The elevation at the start & end point are 45.0 & 77.0, respectively. The highest and lowest levels are 102.0 & 30.0 m above MSL, respectively.

4.3 Agriculture

Madhya Pradesh, with its large area, enjoys diverse climatic and soil conditions suitable for a broad range of agricultural products. Agriculture sector in Madhya Pradesh forms the backbone of its economy. It contributes almost one-fourth of the Gross State Domestic Product (GSDP) and is the main source of employment for over 65 percent of the population and constitutes about 60- 75 percent of the rural income.

The state is a large producer of soybean and wheat. Sharbati variety of famous wheat is grown in Sehore, Vidisha and Ashok Nagar districts, and in some parts of Bhopal and Hoshangabad. Madhya Pradesh leads in the production of gram, linseed, green pea, garlic and coriander. The state is also a major producer of linseed, mustard, sunflower and safflower. Agro-climatic diversity and topographical variations enable the state to grow a wide range of cereals, pulses, oilseeds and cash crops, besides being home to myriad varieties of plant species, both in forest areas and outside. Various tropical fruits and vegetables and spices like coriander, chili and garlic are also widely grown. Areas under cultivation of safflower and sunflower are also expanding.



4.4 Type of Soil

The main soil types found in Madhya Pradesh are alluvial, deep black, medium, shallow or black, mixed red and black, mixed red and yellow and skeletal or gravelly. The districts under the state have also different soil types. Black soil is found in most of the districts under the slate, The black soil in those districts are of three sub-types.

(a) Deep Black soil This soil type covers areas of Hoshangabad and Narsinghpur districts. Deep black soil is very good for wheat and other crops.

(b) Medium black soil : This is the biggest group of black soil areas and also covers the many districts of Madhya Pradesh viz. Jabalpur, Sagar, Raisen, Sehore and some parts of Shivpuri district.

(c) Shallow Black soil : It covers Seoni, Chhindawara and Betul districts.

In Gwalior, Morena and Bhind districts, the most fertile alluvial soil type is found. In the remaining districts of the state viz. Rewa, Satna, Panna, Chattarpur, Tikamgarh and Datia, mixed red and black soil type is found.

4.5 Annual Rainfall

Besides the kind of soil, rainfall is another important factor which determines the cropping pattern of a region. Rainfall can be classified into:

- (i) Monsoon (June to September)
- (ii) Post Monsoon (October and November)
- (iii) Winter rainfall (December to March)
- (iv) Pre-Monsoon (April and May)

The monsoon rains are necessary for sowing and supply of water to the kharif crop and also for retention of moisture for rabi crop. Post monsoon rainfall is useful to maintain the moisture of the soil and supply of water at the maturing stage of kharif crop as well as commencement of rabi sowing. Winter rains maintain the soil moisture, enable the growth and maturity of rabi crop.

4.6 Energy

The state has a total installed power generation capacity of 24821.05 MW as of 31 March 2020. The Madhya Pradesh Electric Board is located at Jabalpur.

The Singrauli region on the eastern end of Madhya Pradesh is a major energy producer enclave for the country. The region has vast reserves of coal mines which is excavated by Northern Coalfields Limited, a subsidiary of Coal India Limited, which is in turn used in local power plants of NTPC, Sasan Power and Hindalco. The area has more than 10000 MW installed capacity for energy production

Power generation in MP (31 March 2020)

Power	Capacity (MW)
Thermal	16,313.38
Renewable	4,995.01
Hydro	3,239.66
Nuclear	273.0

4.7 Protected Area

Recorded Forest Area (RFA) in the State is 94,689 sq km of which 61,886 sq km is Reserved Forests, 31,098 sq km is Protected Forests and 1,705 sq km is Unclassed Forests.

SECTION A

CHAPTER- 5.1

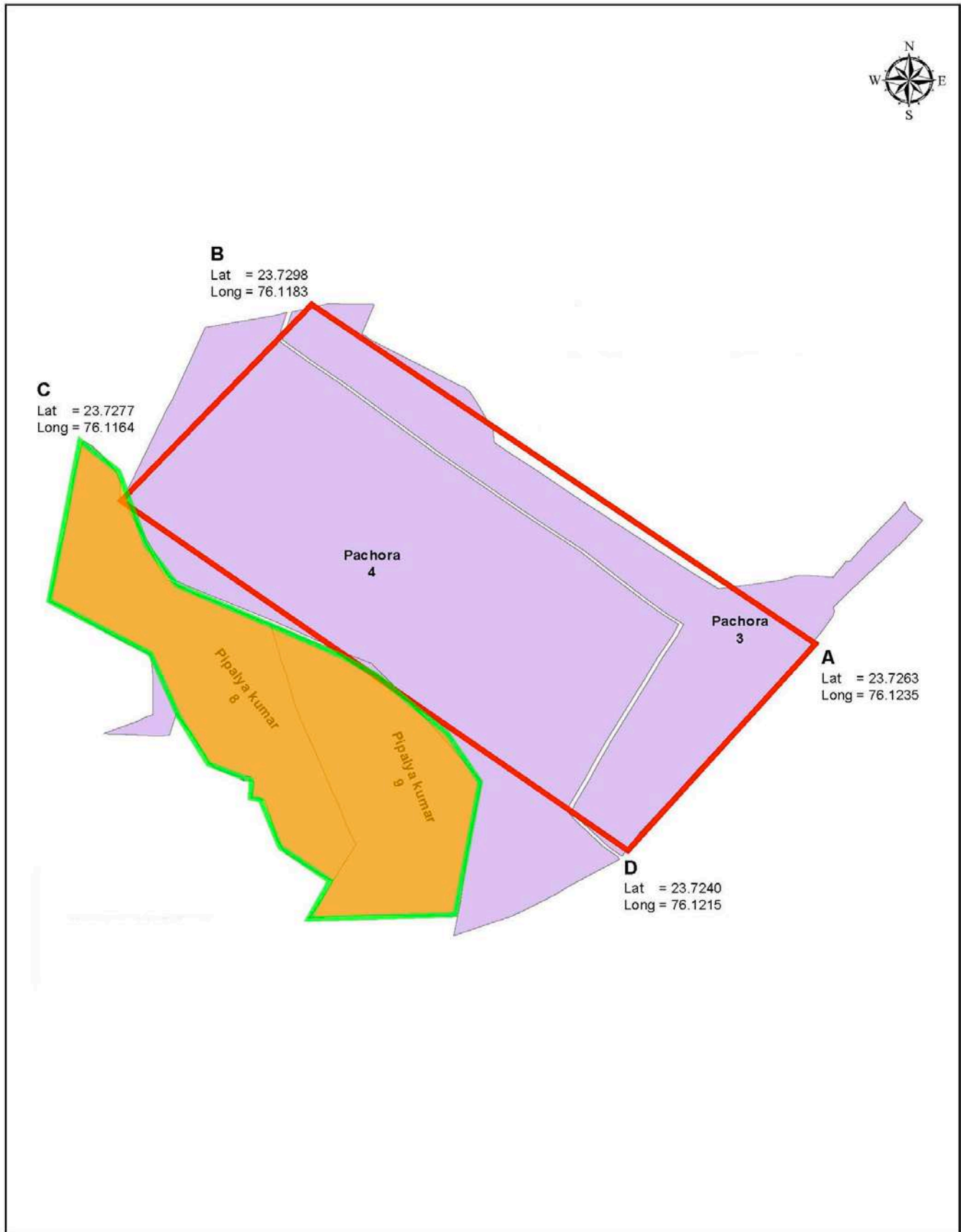
CO-ORDINATES OF SUBSTATION

Co-ordinates of Proposed site for Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor

Coordinates of proposed site for Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor is identified. All efforts have been made to provide land of minimum cost, easy to approach to the proposed location.

Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor				
Proposal for Substation (Proposed) (Red)				
Village– Pachora, Tehsil-Pipliya kumar, District-Agar				
	Easting	Northing	Latitude	Longitude
CORNER-A	614517.767	2624376.487	23° 43' 34.7" N	76° 7' 24.6" E
CORNER-B	613984.644	2624759.85	23° 43' 47.3" N	76° 7' 5.9" E
CORNER-C	613792.79	2624525.808	23° 43' 39.7" N	76° 6' 59.0" E
CORNER-D	614315.897	2624120.214	23° 43' 26.4" N	76° 7' 17.4" E

**Co-ordinates of Proposed site for Establishment of 400/220 kV, 3x500 MVA at
Pachora SEZ PP with 420 kV (125 MVAR) bus reactor**



CHAPTER-5.2

SUMMARY OF PROPOSED SUBSTATION

Summary of Proposed Substation		
Sr. No	Criterion	Proposal-I (Red Color)
1	Land (Govt. /Private/Forest land)	Govt. Land
2	Size Area (Acres.)	51 Acres (approx.)
3	Type of soil	Sandy Soil
4	Environment/Pollution in the vicinity	Nil
5	Village Name	Pachora
6	District	Agar
7	Tehsil	Pipliya kumar
8	Diversion of Nallah/Canal required	Nil
9	Slope	Yes
10	Leveling required	Yes
11	Land acquisition feasibility	Yes
12	Planned/unplanned development	Unplanned
13	Size of sites (m x m)	303 x 656
14	Level of site with reference to road level	1 m below from level of SH- 41 to Shivgarh Road
15	Approach	Village Road
16	Obstacles in reaching site	Nil
17	Nearby main road	SH- 41
18	Length of approach road to be constructed	Nil
19	Distance from road	215 M
20	Nearest railway station (BG/MG)	Shajapur
21	Unloading facility at railway station	Available
22	Additional crossings	Nil
23	Telephone/Telegraph line	Nil

CHAPTER-5.3

RESULT & CONCLUSIONS

RESULT & CONCLUSION:

After initial inspection of physical maps updated with satellite images and field visits and considering the Proposed site location for Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor which is given in the Toposheet, were explored best from economical construction point of view. Special attention has been given to the lines take off positions, least crossing (i.e., River Crossing, Railway Crossing National & State Highway and Habitation including Forest & plantations). After detailed analysis, proposed location has been observed as most viable for its good approach for construction and maintenance.

Finally, the proposed location marked Red Color in the drawing has been proposed for Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor at Pachora Village of Pipliya kumar tehsil of Agar district, Madhya Pradesh.

CHAPTER-5.4

SUB STATION DRAWING

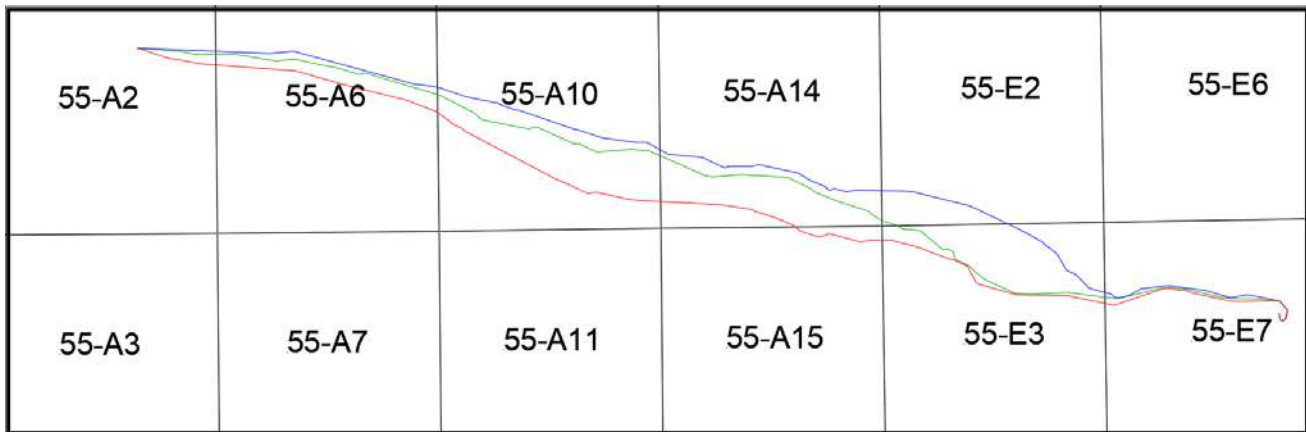
SECTION B

CHAPTER-6

**Pachora SEZ PP-Bhopal (Sterlite) 400kV
D/C Line**

CHAPTER - 6.1

INDEX MAP OF SOI TOPOSHEET



CHAPTER - 6.2

CO-ORDINATES OF SUBSTATION

Substation Details

Substation Name	Coordinate	
	UTM	Lat- Long
Proposed 400/220 kV, 3x500 MVA at Pachora SEZ PP Village – Pachora Tehsil- Pipliya kumar District – Agar State – Madhya Pradesh	614370 E 2624254 N	23° 43' 30.73" N 76° 7' 19.36" E
Bhopal Sterlite 400/220 kV Village – Agariya District – Bhopal State – Madhya Pradesh	750056 E 2590238 N	23° 24' 10.24" N 77° 26' 48.53" E

CHAPTER –6.3

PROJECT HIGHLIGHT / BRIEF BACKGROUND

6.3.1 Project Highlight / Brief Background

Identification of three alternative route alignments and selection of optimized route alignment for Proposed Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line based on survey of India (SOI) TOPO Sheets satellite images and associated field work between start Point Existing Bhopal (Sterlite) 400/220 kV (Longitude 77° 26' 48.53" E and Latitude 23° 24' 10.24" N) in District. Bhopal, Madhya Pradesh state to End Point Proposed Pachora SEZ PP (Longitude 76° 7' 19.36" E and Latitude 23° 43' 30.73" N) in District Agar, Madhya Pradesh state with a Bee-Line length of 139.78 KM.

6.3.2 Identification of Tentative Routes

The route sighting and selection process began with an inventory of existing and planned land use. Three alternative route corridors were identified largely by maximizing linear sighting opportunities, such as following existing roadways and power line corridors, negotiation with river, railway, road, electric power line and telephone line crossings and least crossing of notified reserved/ protected/ open scrub forest area. All efforts have been made to provide minimum numbers of angle points and utmost care have been taken to select the possible places for all angle points. The angle points have been fixed up on the ground with minimum possible angle of deviation. Rivers are mainly crossed with right angles and a minimum span. Crossings are located on high bank and are out of the maximum flood level. Similarly, power line crossings have been fixed as close as possible to the right angle but not less than the 60 deg. crossing.

Overall, the identified route minimize impacts to existing habitations, follow existing and planned roadways and achieves the goal of a more reliable and effective electrical system.

CHAPTER- 6.4

CO-ORDINATES OF THREE ALTERNATIVE ROUTES

**CO-ORDINATES OF
ALTERNATIVE ROUTE-1**

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line
[(Alt-1) Red Color]

AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-0	750056	2590238	23° 24' 10.24" N	77° 26' 48.53" E		0.00	0°	Bhopal (Sterlite) Existing SS
					147.34			
AP-1	749931	2590160	23° 24' 7.8" N	77° 26' 44.11" E		147.34	58°41'42.5"L	
					64.33			
AP-2	749944	2590097	23° 24' 5.74" N	77° 26' 44.53" E		211.67	4°10'35.1"R	
					575.90			Halali River
AP-3	750019	2589526	23° 23' 47.15" N	77° 26' 46.83" E		787.57	42°29'12.7"L	
					326.50			
AP-4	750269	2589316	23° 23' 40.19" N	77° 26' 55.5" E		1114.07	58°58'11.2"L	
					209.86			400 KV D/C (BHO-BHO TW.NO3-4)
AP-5	750465	2589391	23° 23' 42.52" N	77° 27' 2.45" E		1323.93	24°48'51.7"L	
					322.47			
AP-6	750690	2589622	23° 23' 49.9" N	77° 27' 10.5" E		1646.40	32°45'13.4"L	
					923.52			Halali River
AP-7	750874	2590527	23° 24' 19.2" N	77° 27' 17.52" E		2569.91	31°22'39.4"L	
					199.92			765kV S/C (JBL-BHO TW.NO664-GANTRY)
AP-8	750806	2590715	23° 24' 25.35" N	77° 27' 15.24" E		2769.83	21°3'33.3"L	
					1249.76			
AP-9	749987	2591659	23° 24' 56.47" N	77° 26' 46.97" E		4019.59	38°18'7.7"L	
					3735.60			
AP-10	746317	2592356	23° 25' 21.12" N	77° 24' 38.18" E		7755.19	16°9'32.3"R	
					1327.80			
AP-11	745133	2592957	23° 25' 41.29" N	77° 23' 56.85" E		9082.99	15°53'33.8"L	
					193.57			SH-23 (Guna-Bhopal)
AP-12	744943	2592994	23° 25' 42.6" N	77° 23' 50.18" E		9276.56	6°2'9.8"R	
					1524.03			
AP-13	743486	2593441	23° 25' 57.91" N	77° 22' 59.14" E		10800.59	12°5'38.5"L	
					2474.27			
AP-14	741021	2593655	23° 26' 6.18" N	77° 21' 32.47" E		13274.86	15°4'5.5"R	
					2472.47			
AP-15	738587	2593221	23° 25' 53.37" N	77° 20' 6.51" E		15747.33	22°20'36.3"L	
					179.70			220kV D/C
AP-16	738435	2593125	23° 25' 50.32" N	77° 20' 1.11" E		15927.02	34°16'27.3"L	
					4406.49			
AP-17	734031	2593265	23° 25' 57.17" N	77° 17' 26.11" E		20333.52	25°39'35.6"R	
					1145.72			

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line
[(Alt-1) Red Color]

AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-18	732983	2592802	23° 25' 42.67" N	77° 16' 48.95" E		21479.24	19°33'34.9"R	
					536.49			
AP-19	732448	2592762	23° 25' 41.64" N	77° 16' 30.09" E		22015.73	21°1'6.1"L	
					524.26			
AP-20	731974	2592538	23° 25' 34.61" N	77° 16' 13.27" E		22539.99	14°22'30.7"R	
					258.68			
AP-21	731720	2592489	23° 25' 33.15" N	77° 16' 4.3" E		22798.68	8°44'16.2"R	
					1129.82			
AP-22	730591	2592446	23° 25' 32.33" N	77° 15' 24.52" E		23928.49	15°28'18.2"L	
					1770.42			
AP-23	728868	2592853	23° 25' 46.42" N	77° 14' 24.07" E		25698.91	6°6'17.2"R	
					924.46			
AP-24	727996	2593160	23° 25' 56.84" N	77° 13' 53.53" E		26623.37	25°53'39.5"R	
					2098.01			
AP-25	726520	2594651	23° 26' 46.03" N	77° 13' 2.37" E		28721.39	18°1'40.7"L	
					1213.83			
AP-26	725441	2595207	23° 27' 4.63" N	77° 12' 24.66" E		29935.21	31°47'53.2"R	
					2086.97			
AP-27	724368	2596997	23° 28' 3.33" N	77° 11' 47.84" E		32022.18	10°49'42"L	
					740.10			
AP-28	723875	2597549	23° 28' 21.51" N	77° 11' 30.77" E		32762.28	22°53'7"L	
					588.67			
AP-29	723343	2597801	23° 28' 29.97" N	77° 11' 12.16" E		33350.95	5°8'49.9"R	
					208.89			
AP-30	723163	2597907	23° 28' 33.5" N	77° 11' 5.88" E		33559.84	14°19'20.7"R	
					439.82			
AP-31	722851	2598217	23° 28' 43.73" N	77° 10' 55.05" E		33999.67	13°10'43.9"R	
					188.68			765KV S/C (BNA-IDR)
AP-32	722751	2598377	23° 28' 48.98" N	77° 10' 51.61" E		34188.35	29°15'24.1"L	
					2583.17			
AP-33	720486	2599619	23° 29' 30.45" N	77° 9' 32.48" E		36771.52	4°45'12.2"L	
					3695.05			
AP-34	717110	2601121	23° 30' 20.89" N	77° 7' 34.32" E		40466.57	6°56'34.1"R	
					2428.25			
AP-35	715027	2602369	23° 31' 2.44" N	77° 6' 21.56" E		42894.82	38°49'8.5"R	
					203.93			Parbati River
AP-36	714825	2602341	23° 31' 1.63" N	77° 6' 14.43" E		43098.75	22°25'49.3"L	
					7329.71			

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line
[(Alt-1) Red Color]

AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-37	707730	2604181	23° 32' 4.75" N	77° 2' 5.31" E		50428.46	9°33'20"L	
					1300.92			
AP-38	706434	2604294	23° 32' 9.02" N	77° 1' 19.69" E		51729.37	19°41'44.3"R	
					181.07			NH-46 (Gwalior-Betul)
AP-39	706259	2604248	23° 32' 7.6" N	77° 1' 13.5" E		51910.45	18°36'10.1"L	
					2641.30			
AP-40	703624	2604427	23° 32' 14.63" N	76° 59' 40.7" E		54551.74	5°27'38.6"R	
					2379.55			
AP-41	701245	2604362	23° 32' 13.58" N	76° 58' 16.82" E		56931.29	4°40'6.5"L	
					1187.03			
AP-42	700065	2604233	23° 32' 9.91" N	76° 57' 35.17" E		58118.32	19°32'14.9"L	
					1412.89			
AP-43	698690	2604558	23° 32' 21.08" N	76° 56' 46.86" E		59531.21	32°38'26.5"R	
					519.31			
AP-44	698200	2604386	23° 32' 15.71" N	76° 56' 29.5" E		60050.52	49°36'21.2"L	
					561.53			
AP-45	697715	2604669	23° 32' 25.12" N	76° 56' 12.54" E		60612.05	55°2'22.5"R	
					149.39			400 KV D/C (BNA-NGD)
AP-46	697703	2604818	23° 32' 29.96" N	76° 56' 12.18" E		60761.44	54°41'22.2"L	
					734.32			
AP-47	697071	2605192	23° 32' 42.39" N	76° 55' 50.08" E		61495.76	19°36'51.6"L	
					1000.44			
AP-48	696089	2605383	23° 32' 49.02" N	76° 55' 15.55" E		62496.20	21°28'43"R	
					1792.02			
AP-49	694577	2606345	23° 33' 20.95" N	76° 54' 22.71" E		64288.22	20°6'56.9"L	
					4516.73			
AP-50	690165	2607312	23° 33' 54.27" N	76° 51' 47.61" E		68804.94	27°24'44.7"R	
					2892.21			
AP-51	687372	2606561	23° 33' 31.03" N	76° 50' 8.79" E		71697.15	29°44'20"L	
					851.84			
AP-52	686548	2606777	23° 33' 38.39" N	76° 49' 39.84" E		72548.99	13°36'43.1"R	
					265.77			(220KV S/C MPPTCL)
AP-53	686314	2606903	23° 33' 42.58" N	76° 49' 31.64" E		72814.76	3°47'49.4"L	
					3095.83			
AP-54	683497	2608187	23° 34' 25.47" N	76° 47' 52.89" E		75910.58	20°13'26.2"L	
					3953.02			
AP-55	679555	2608482	23° 34' 36.65" N	76° 45' 34.01" E		79863.61	26°25'55.7"R	
					2653.11			

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line
[(Alt-1) Red Color]

AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-56	677274	2609837	23° 35' 21.6" N	76° 44' 14.16" E		82516.71	22°57'50.9"L	
					148.35			132KV S/C
AP-57	677127	2609857	23° 35' 22.31" N	76° 44' 8.98" E		82665.07	7°53'48.7"R	
					1153.00			
AP-58	675974	2609854	23° 35' 22.66" N	76° 43' 28.32" E		83818.07	12°13'9.2"L	
					162.59			(132KV S/C MPPTCL)
AP-59	675815	2609888	23° 35' 23.83" N	76° 43' 22.73" E		83980.67	2°13'59"L	
					1281.85			
AP-60	674552	2610107	23° 35' 31.44" N	76° 42' 38.27" E		85262.51	6°7'7.1"L	
					2112.45			
AP-61	672444	2610244	23° 35' 36.71" N	76° 41' 23.99" E		87374.96	1°28'33.9"L	
					332.25			Newaj River
AP-62	672112	2610257	23° 35' 37.26" N	76° 41' 12.28" E		87707.21	17°20'34"R	
					3198.02			
AP-63	669099	2611329	23° 36' 13.25" N	76° 39' 26.45" E		90905.24	15°18'20.4"L	
					147.41			220KV D/C (MPPTCL)
AP-64	668952	2611340	23° 36' 13.66" N	76° 39' 21.27" E		91052.65	20°20'5.3"R	
					1169.25			
AP-65	667889	2611827	23° 36' 29.89" N	76° 38' 43.98" E		92221.90	3°36'47.9"L	
					3376.27			
AP-66	664737	2613037	23° 37' 10.39" N	76° 36' 53.27" E		95598.17	2°9'36.1"R	
					1800.08			
AP-67	663082	2613745	23° 37' 34.01" N	76° 35' 55.17" E		97398.25	26°6'56"R	
					776.03			
AP-68	662307	2613705	23° 37' 32.99" N	76° 35' 27.81" E		98174.28	31°51'41"L	
					239.95			400 KV D/C (RAP-SJP (RTCL)
AP-69	662110	2613568	23° 37' 28.61" N	76° 35' 20.81" E		98414.23	52°53'37"L	
					1724.11			
AP-70	660471	2614103	23° 37' 46.59" N	76° 34' 23.19" E		100138.34	42°55'35"R	
					189.79			NH-3 (Mumbai-Agra Hwy)
AP-71	660379	2614269	23° 37' 52.01" N	76° 34' 20.01" E		100328.13	41°15'38.6"R	
					94.15			
AP-72	660399	2614361	23° 37' 55" N	76° 34' 20.75" E		100422.28	32°40'3.1"L	
					174.98			Railway Single Track Electrified
AP-73	660338	2614525	23° 38' 0.35" N	76° 34' 18.66" E		100597.26	59°48'10.6"L	
					2379.27			
AP-74	657962	2614641	23° 38' 4.96" N	76° 32' 54.86" E		102976.52	15°8'12.3"R	
					4657.80			

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line
[(Alt-1) Red Color]

AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-75	653530	2616075	23° 38' 53.12" N	76° 30' 19.04" E		107634.32	1°35'25"L	
					199.04			132KV S/C
AP-76	653339	2616131	23° 38' 55" N	76° 30' 12.32" E		107833.36	7°53'4.6"L	
					3230.12			
AP-77	650144	2616606	23° 39' 11.53" N	76° 28' 19.75" E		111063.48	15°16'22"R	
					4907.87			
AP-78	645651	2618581	23° 40' 17.21" N	76° 25' 41.89" E		115971.35	8°19'5.2"L	
					2784.65			
AP-79	642967	2619321	23° 40' 42.13" N	76° 24' 7.4" E		118756.00	43°9'24.7"R	
					188.84			Kali Sindh River
AP-80	642799	2619233	23° 40' 39.33" N	76° 24' 1.47" E		118944.83	18°53'2.6"R	
					1240.20			
AP-81	641574	2619042	23° 40' 33.51" N	76° 23' 18.15" E		120185.04	24°48'20.2"L	
					4568.75			
AP-82	637181	2620297	23° 41' 15.67" N	76° 20' 43.51" E		124753.79	6°20'27"L	
					737.33			
AP-83	636454	2620420	23° 41' 19.89" N	76° 20' 17.89" E		125491.12	7°52'1.7"L	
					99.05			132KV D/C (MPPTCL)
AP-84	636355	2620423	23° 41' 20.02" N	76° 20' 14.4" E		125590.16	5°12'16.9"R	
					2330.27			
AP-85	634029	2620282	23° 41' 16.14" N	76° 18' 52.24" E		127920.43	6°18'18.5"L	
					4688.74			
AP-86	629346	2620514	23° 41' 25.06" N	76° 16' 7" E		132609.18	0°56'8.6"R	
					4879.57			
AP-87	624477	2620835	23° 41' 36.88" N	76° 13' 15.21" E		137488.75	3°48'35.8"R	
					1477.92			
AP-88	623012	2621030	23° 41' 43.63" N	76° 12' 23.55" E		138966.67	11°7'17"R	
					291.56			Lakundar River
AP-89	622721	2621012	23° 41' 43.12" N	76° 12' 13.27" E		139258.22	22°3'40.4"L	
					2716.72			
AP-90	620145	2621875	23° 42' 11.88" N	76° 10' 42.58" E		141974.94	2°26'53.3"R	
					5527.06			
AP-91	614984	2623853	23° 43' 17.54" N	76° 7' 40.92" E		147502.00	11°52'30.1"R	
					664.73			
AP-92	614426	2624214	23° 43' 29.41" N	76° 7' 21.3" E		148166.73	3°14'38.5"R	
					68.25			
AP-93	614370	2624254	23° 43' 30.73" N	76° 7' 19.36" E		148234.98	22°49'26.6"R	Proposed Pachora SEZ PP

**CO-ORDINATES OF
ALTERNATIVE ROUTE-2**

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-2) Blue Color								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-0	750056	2590238	23° 24' 10.24" N	77° 26' 48.53" E		0.00	0°	Bhopal (Sterlite) Existing SS
					147.48			
AP-1	749931	2590160	23° 24' 7.8" N	77° 26' 44.11" E		147.48	58°45'23.2"L	
					64.33			
AP-2	749944	2590097	23° 24' 5.74" N	77° 26' 44.53" E		211.81	4°10'35.1"R	
					575.90			Halali River
AP-3	750019	2589526	23° 23' 47.15" N	77° 26' 46.83" E		787.71	42°29'12.7"L	
					326.50			
AP-4	750269	2589316	23° 23' 40.19" N	77° 26' 55.5" E		1114.21	58°58'11.2"L	
					209.86			400 KV D/C (BHO-BHO TW.NO3-4)
AP-5	750465	2589391	23° 23' 42.52" N	77° 27' 2.45" E		1324.07	24°48'51.7"L	
					322.47			
AP-6	750690	2589622	23° 23' 49.9" N	77° 27' 10.5" E		1646.54	32°45'13.4"L	
					923.52			Halali River
AP-7	750874	2590527	23° 24' 19.2" N	77° 27' 17.52" E		2570.05	31°22'39.4"L	
					199.92			765kV S/C (JBL-BHO TW.NO664-GANTRY)
AP-8	750806	2590715	23° 24' 25.35" N	77° 27' 15.24" E		2769.97	21°3'33.3"L	
					1249.76			
AP-9	749987	2591659	23° 24' 56.47" N	77° 26' 46.97" E		4019.73	50°18'1.3"R	
					4619.54			
AP-10	745369	2591559	23° 24' 55.73" N	77° 24' 4.32" E		8639.27	6°14'45.4"L	
					720.05			SH-23 (Guna-Bhopal)
AP-11	744651	2591621	23° 24' 58.16" N	77° 23' 39.1" E		9359.32	21°23'25.1"R	
					3103.32			
AP-12	741674	2590746	23° 24' 31.31" N	77° 21' 53.78" E		12462.64	4°24'16.1"R	
					1504.13			

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-2) Blue Color								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-13	740203	2590433	23° 24' 21.94" N	77° 21' 1.8" E		13966.76	6°5'18.5"L	
					959.13			
AP-14	739291	2590136	23° 24' 12.75" N	77° 20' 29.53" E		14925.89	19°2'43.5"L	
					154.11			220kV D/C
AP-15	739137	2590139	23° 24' 12.92" N	77° 20' 24.11" E		15080.00	26°11'14.3"R	
					1434.23			
AP-16	737839	2589528	23° 23' 53.75" N	77° 19' 38.08" E		16514.22	30°12'33.1"L	
					2552.73			
AP-17	735296	2589750	23° 24' 2.3" N	77° 18' 8.68" E		19066.95	4°49'4.5"R	
					1391.05			
AP-18	733925	2589987	23° 24' 10.71" N	77° 17' 20.56" E		20458.00	6°10'38"R	
					1632.96			
AP-19	732356	2590437	23° 24' 26.13" N	77° 16' 25.54" E		22090.95	9°27'46.7"L	
					2927.86			
AP-20	729447	2590769	23° 24' 38.43" N	77° 14' 43.31" E		25018.82	4°27'53.1"L	
					3519.93			
AP-21	725929	2590896	23° 24' 44.31" N	77° 12' 39.53" E		28538.75	5°9'34.7"R	
					3473.34			
AP-22	722483	2591333	23° 25' 0.2" N	77° 10' 38.43" E		32012.10	17°19'34.9"R	
					1667.20			
AP-23	720842	2591040	23° 24' 51.5" N	77° 9' 40.48" E		33679.30	6°18'16.1"L	
					1683.61			
AP-24	719227	2590564	23° 24' 36.83" N	77° 8' 43.36" E		35362.91	35°59'28.1"L	
					2414.92			
AP-25	716952	2591374	23° 25' 4.22" N	77° 7' 23.67" E		37777.83	14°15'45.5"L	
					613.34			
AP-26	716341	2591431	23° 25' 6.36" N	77° 7' 2.19" E		38391.17	43°53'49.7"R	
					1260.43			

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-2) Blue Color								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-27	715518	2592385	23° 25' 37.77" N	77° 6' 33.69" E		39651.60	19°55'15.1"R	
					1736.90			
AP-28	714899	2594008	23° 26' 30.8" N	77° 6' 12.75" E		41388.49	19°9'25"L	
					1683.92			
AP-29	713816	2595298	23° 27' 13.22" N	77° 5' 35.27" E		43072.41	31°4'31.3"R	
					328.64			765KV S/C (BNA-IDR)
AP-30	713765	2595622	23° 27' 23.8" N	77° 5' 33.63" E		43401.06	56°37'22.8"L	
					804.20			
AP-31	713033	2595955	23° 27' 34.95" N	77° 5' 8.01" E		44205.25	0°21'26.5"R	
					845.57			
AP-32	712265	2596309	23° 27' 46.84" N	77° 4' 41.15" E		45050.82	52°58'9.1"R	
					121.44			NH-46 (Gwalior-Betul)
AP-33	712158	2596252	23° 27' 45.02" N	77° 4' 37.35" E		45172.26	52°21'7.6"L	
					1178.13			
AP-34	711083	2596735	23° 28' 1.2" N	77° 3' 59.73" E		46350.40	10°36'3.1"L	
					1079.65			Paru Nadi
AP-35	710034	2596988	23° 28' 9.93" N	77° 3' 22.89" E		47430.05	8°23'31.7"R	
					782.35			Parbati River
AP-36	709308	2597281	23° 28' 19.77" N	77° 2' 57.48" E		48212.39	5°39'6.6"L	
					2082.08			
AP-37	707310	2597865	23° 28' 39.7" N	77° 1' 47.37" E		50294.48	5°4'48.4"R	
					1826.53			
AP-38	705609	2598532	23° 29' 2.12" N	77° 0' 47.78" E		52121.01	9°47'26.1"R	
					120.66			132 KV D/C
AP-39	705506	2598594	23° 29' 4.2" N	77° 0' 44.17" E		52241.67	37°43'52.1"R	
					1660.09			
AP-40	703857	2598405	23° 28' 58.8" N	76° 59' 45.97" E		53901.75	20°47'44.9"L	
					1016.74			

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-2) Blue Color								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-41	702871	2598655	23° 29' 7.37" N	76° 59' 11.37" E		54918.50	24°17'38.7"R	
					1242.61			
AP-42	701648	2598438	23° 29' 0.88" N	76° 58' 28.16" E		56161.11	27°30'4.9"L	
					2331.06			
AP-43	699424	2599137	23° 29' 24.59" N	76° 57' 10.14" E		58492.17	20°36'44.3"R	
					1931.24			
AP-44	697496	2599031	23° 29' 21.98" N	76° 56' 2.14" E		60423.41	7°27'52.1"L	
					779.72			
AP-45	696718	2599089	23° 29' 24.22" N	76° 55' 34.77" E		61203.13	10°41'2.2"R	
					1901.70			
AP-46	694881	2599581	23° 29' 41" N	76° 54' 30.27" E		63104.82	26°42'34.7"R	
					943.44			
AP-47	694177	2600209	23° 30' 1.7" N	76° 54' 5.74" E		64048.27	10°5'4.4"L	
					452.10			
AP-48	693792	2600446	23° 30' 9.57" N	76° 53' 52.29" E		64500.37	10°33'19.4"L	
					717.96			
AP-49	693122	2600704	23° 30' 18.24" N	76° 53' 28.79" E		65218.32	4°29'26.3"R	
					505.43			
AP-50	692666	2600922	23° 30' 25.52" N	76° 53' 12.82" E		65723.75	19°27'3.7"L	
					263.49			
AP-51	692404	2600950	23° 30' 26.55" N	76° 53' 3.6" E		65987.25	36°40'12.7"R	
					222.86			
AP-52	692240	2601101	23° 30' 31.53" N	76° 52' 57.91" E		66210.10	24°31'38"L	
					1585.46			
AP-53	690735	2601598	23° 30' 48.3" N	76° 52' 5.07" E		67795.56	4°13'22.2"L	
					1382.35			
AP-54	689393	2601933	23° 30' 59.75" N	76° 51' 17.95" E		69177.91	58°59'37"R	
					261.53			400 KV D/C (BNA-NGD)

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-2) Blue Color								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-55	689326	2602185	23° 31' 7.99" N	76° 51' 15.68" E		69439.43	58°46'41.3"L	
					3339.94			
AP-56	686020	2602664	23° 31' 24.92" N	76° 49' 19.39" E		72779.38	1°0'19.1"R	
					1857.68			
AP-57	684187	2602962	23° 31' 35.37" N	76° 48' 14.89" E		74637.06	9°15'21.1"R	
					2084.62			
AP-58	682102	2602961	23° 31' 36.2" N	76° 47' 1.41" E		76721.68	6°51'59.3"L	
					189.75			220KV S/C MPPTCL
AP-59	681914	2602939	23° 31' 35.53" N	76° 46' 54.76" E		76911.42	7°56'32.3"L	
					1370.48			
AP-60	680544	2602964	23° 31' 36.91" N	76° 46' 6.47" E		78281.91	4°33'1.9"R	
					3950.63			
AP-61	676612	2603350	23° 31' 51.02" N	76° 43' 48.04" E		82232.53	5°1'14.4"R	
					180.38			132KV S/C MPPTCL,132KV S/C
AP-62	676435	2603384	23° 31' 52.18" N	76° 43' 41.81" E		82412.91	7°38'12.9"L	
					2026.50			
AP-63	674411	2603490	23° 31' 56.41" N	76° 42' 30.51" E		84439.41	8°35'0.7"R	
					1774.42			
AP-64	672673	2603846	23° 32' 8.65" N	76° 41' 29.38" E		86213.82	12°29'42.7"R	
					313.28			Newaj River
AP-65	672386	2603973	23° 32' 12.91" N	76° 41' 19.35" E		86527.11	10°29'58.7"L	
					1030.57			
AP-66	671385	2604215	23° 32' 21.16" N	76° 40' 44.13" E		87557.68	27°42'8.6"R	
					203.53			220KV D/C (MPPTCL)
AP-67	671187	2604166	23° 32' 19.62" N	76° 40' 37.15" E		87761.21	13°27'11.1"R	
					823.39			
AP-68	670364	2604156	23° 32' 19.62" N	76° 40' 8.12" E		88584.60	40°7'10.6"L	
					228.24			400 KV D/C (RAP-SJP (RTCL)

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-2) Blue Color								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-69	670191	2604007	23° 32' 14.83" N	76° 40' 1.97" E		88812.84	57°43'37.1"L	
					2386.87			
AP-70	667908	2604702	23° 32' 38.29" N	76° 38' 41.75" E		91199.71	9°17'0.4"R	
					3651.38			
AP-71	664632	2606315	23° 33' 31.93" N	76° 36' 46.9" E		94851.09	5°16'20.5"R	
					2367.77			
AP-72	662613	2607552	23° 34' 12.86" N	76° 35' 36.19" E		97218.85	2°41'46"R	
					1706.98			
AP-73	661201	2608511	23° 34' 44.55" N	76° 34' 46.76" E		98925.83	0°33'58.1"L	
					1786.98			
AP-74	659713	2609500	23° 35' 17.24" N	76° 33' 54.66" E		100712.81	7°57'28"L	
					4114.02			
AP-75	656004	2611282	23° 36' 16.45" N	76° 31' 44.54" E		104826.83	34°32'38.5"R	
					220.79			NH-3 (Mumbai-Agra Hwy)
AP-76	655895	2611473	23° 36' 22.72" N	76° 31' 40.75" E		105047.61	37°38'52.3"L	
					1300.63			
AP-77	654694	2611972	23° 36' 39.35" N	76° 30' 58.56" E		106348.25	47°1'35.1"R	
					245.25			Railway SingleTrack Electrified
AP-78	654608	2612202	23° 36' 46.85" N	76° 30' 55.63" E		106593.50	45°58'12.7"L	
					1206.88			
AP-79	653502	2612686	23° 37' 2.95" N	76° 30' 16.8" E		107800.38	34°57'12.5"R	
					680.27			
AP-80	653147	2613266	23° 37' 21.94" N	76° 30' 4.5" E		108480.65	27°26'53.9"L	
					405.41			
AP-81	652800	2613475	23° 37' 28.86" N	76° 29' 52.33" E		108886.05	28°50'18.4"L	
					173.85			132KV S/C
AP-82	652627	2613482	23° 37' 29.15" N	76° 29' 46.2" E		109059.91	19°3'23.6"R	
					2197.08			

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-2) Blue Color								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-83	650580	2614282	23° 37' 55.83" N	76° 28' 34.29" E		111256.99	1°37'49.9"R	
					1080.71			
AP-84	649585	2614703	23° 38' 9.87" N	76° 27' 59.34" E		112337.70	1°23'13.8"L	
					1994.09			
AP-85	647731	2615437	23° 38' 34.32" N	76° 26' 54.17" E		114331.78	18°18'16.8"L	
					1176.82			
AP-86	646556	2615504	23° 38' 36.89" N	76° 26' 12.74" E		115508.61	35°17'3.4"R	
					417.96			Kali Sindh River
AP-87	646202	2615283	23° 38' 29.81" N	76° 26' 0.15" E		115926.57	42°30'32.4"L	
					3118.34			
AP-88	643135	2615851	23° 38' 49.27" N	76° 24' 12.16" E		119044.90	22°22'11"R	
					1418.40			
AP-89	641944	2616621	23° 39' 14.67" N	76° 23' 30.38" E		120463.30	18°53'38.2"L	
					1628.88			
AP-90	640363	2617014	23° 39' 27.96" N	76° 22' 34.73" E		122092.18	2°39'42.8"R	
					3910.56			
AP-91	636617	2618134	23° 40' 5.52" N	76° 20' 22.87" E		126002.75	15°32'57.4"L	
					146.00			132KV D/C (MPPTCL)
AP-92	636471	2618136	23° 40' 5.65" N	76° 20' 17.72" E		126148.74	10°24'53.7"R	
					2031.82			
AP-93	634480	2618542	23° 40' 19.43" N	76° 19' 7.58" E		128180.57	8°49'5.3"L	
					5700.31			
AP-94	628785	2618809	23° 40' 29.78" N	76° 15' 46.68" E		133880.87	0°14'55"L	
					2915.66			
AP-95	625872	2618932	23° 40' 34.64" N	76° 14' 3.9" E		136796.53	4°14'7.6"R	
					1760.42			
AP-96	624113	2618877	23° 40' 33.33" N	76° 13' 1.77" E		138556.96	17°25'33.3"L	
					403.94			Lakundar River

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-2) Blue Color								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-97	623732	2618744	23° 40' 29.11" N	76° 12' 48.27" E		138960.90	35°27'43.7"L	
					3368.90			
AP-98	620497	2619686	23° 41' 0.62" N	76° 10' 54.37" E		142329.81	18°31'27.4"R	
					3117.91			
AP-99	617935	2621464	23° 41' 59.1" N	76° 9' 24.46" E		145447.71	0°34'42.1"L	
					1562.49			
AP-100	616643	2622342	23° 42' 27.98" N	76° 8' 39.07" E		147010.21	8°9'1.8"R	
					2244.10			
AP-101	614984	2623853	23° 43' 17.54" N	76° 7' 40.92" E		149254.30	9°29'18.5"L	
					664.73			
AP-102	614426	2624214	23° 43' 29.41" N	76° 7' 21.3" E		149919.03	3°14'38.5"R	
					68.25			
AP-103	614370	2624254	23° 43' 30.73" N	76° 7' 19.36" E		149987.29	0°	Proposed Pachora SEZ PP

**CO-ORDINATES OF
ALTERNATIVE ROUTE-3**

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-3) Green Colour								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
AP-0	750056	2590238	23° 24' 10.24" N	77° 26' 48.53" E		0.00	0°	Bhopal (Sterlite) Existing SS
					147.48			
AP-1	749931	2590160	23° 24' 7.8" N	77° 26' 44.11" E		147.48	58°45'23.2"L	
					64.33			
AP-2	749944	2590097	23° 24' 5.74" N	77° 26' 44.53" E		211.81	4°10'35.1"R	
					575.90			Halali River
AP-3	750019	2589526	23° 23' 47.15" N	77° 26' 46.83" E		787.71	42°29'12.7"L	
					326.50			
AP-4	750269	2589316	23° 23' 40.19" N	77° 26' 55.5" E		1114.21	58°58'11.2"L	
					209.86			400 KV D/C (BHO-BHO TW.NO3-4)
AP-5	750465	2589391	23° 23' 42.52" N	77° 27' 2.45" E		1324.07	24°48'51.7"L	
					322.47			
AP-6	750690	2589622	23° 23' 49.9" N	77° 27' 10.5" E		1646.54	32°45'13.4"L	
					923.52			Halali River
AP-7	750874	2590527	23° 24' 19.2" N	77° 27' 17.52" E		2570.05	31°22'39.4"L	
					199.92			765kV S/C (JBL-BHO TW.NO664- GANTRY)
AP-8	750806	2590715	23° 24' 25.35" N	77° 27' 15.24" E		2769.97	21°3'33.3"L	
					1249.76			
AP-9	749987	2591659	23° 24' 56.47" N	77° 26' 46.97" E		4019.73	44°51'50.2"L	
					3347.64			
AP-10	746648	2591904	23° 25' 6.25" N	77° 24' 49.58" E		7367.37	2°40'18"R	
					649.98			
AP-11	746003	2591981	23° 25' 9.12" N	77° 24' 26.91" E		8017.35	17°48'8.5"R	
					964.94			
AP-12	745126	2592384	23° 25' 22.68" N	77° 23' 56.27" E		8982.29	35°39'56.6"R	
					288.73			SH-23 (Guna-Bhopal)
AP-13	744843	2592329	23° 25' 21.04" N	77° 23' 46.26" E		9271.02	19°42'1"L	

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-3) Green Colour								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
					3568.03			
AP-14	741316	2592869	23° 25' 40.47" N	77° 21' 42.39" E		12839.04	3°18'4.7"L	
					2681.29			
AP-15	738646	2593121	23° 25' 50.08" N	77° 20' 8.54" E		15520.33	43°8'27.1"R	
					167.05			220kV D/C
AP-16	738514	2593019	23° 25' 46.83" N	77° 20' 3.83" E		15687.38	47°0'40"L	
					1144.15			
AP-17	737385	2593203	23° 25' 53.41" N	77° 19' 24.18" E		16831.53	10°9'29.3"R	
					887.05			
AP-18	736498	2593189	23° 25' 53.43" N	77° 18' 52.94" E		17718.58	14°40'40.4"L	
					2650.28			
AP-19	733945	2592478	23° 25' 31.65" N	77° 17' 22.64" E		20368.86	2°46'6.2"R	
					2649.83			
AP-20	731361	2591891	23° 25' 13.9" N	77° 15' 51.33" E		23018.69	16°25'59.2"L	
					1104.22			
AP-21	730259	2591961	23° 25' 16.73" N	77° 15' 12.56" E		24122.91	4°15'35.7"R	
					4608.68			
AP-22	725694	2592594	23° 25' 39.6" N	77° 12' 32.16" E		28731.59	10°33'28.3"R	
					4342.79			
AP-23	721356	2592392	23° 25' 35.18" N	77° 9' 59.29" E		33074.38	13°13'29.9"L	
					863.05			
AP-24	720507	2592550	23° 25' 40.74" N	77° 9' 29.5" E		33937.43	26°6'46.6"R	
					858.89			
AP-25	719680	2592320	23° 25' 33.66" N	77° 9' 0.24" E		34796.32	43°11'49.6"L	
					3335.58			
AP-26	716725	2593868	23° 26' 25.38" N	77° 7' 16.99" E		38131.90	0°3'8"R	
					1337.98			
AP-27	715541	2594490	23° 26' 46.15" N	77° 6' 35.59" E		39469.89	27°13'28.9"R	

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-3) Green Colour								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
					1080.52			
AP-28	714920	2595374	23° 27' 15.18" N	77° 6' 14.17" E		40550.41	29°11'20.8"R	
					315.34			765KV S/C (BNA-IDR)
AP-29	714887	2595688	23° 27' 25.39" N	77° 6' 13.19" E		40865.75	39°28'35.2"L	
					1064.30			
AP-30	714130	2596435	23° 27' 50.05" N	77° 5' 46.9" E		41930.05	1°40'10.1"L	
					1110.25			
AP-31	713318	2597192	23° 28' 15.03" N	77° 5' 18.67" E		43040.29	10°17'6.4"L	
					710.81			
AP-32	712719	2597576	23° 28' 27.78" N	77° 4' 57.79" E		43751.10	16°32'37.5"L	
					1251.32			
AP-33	711517	2597924	23° 28' 39.65" N	77° 4' 15.62" E		45002.42	34°20'28.2"R	
					182.05			NH-46 (Gwalior-Betul)
AP-34	711344	2597867	23° 28' 37.88" N	77° 4' 9.5" E		45184.47	24°42'44.9"L	
					323.25			
AP-35	711023	2597904	23° 28' 39.22" N	77° 3' 58.2" E		45507.72	28°34'46.9"R	
					320.45			Parbati River
AP-36	710761	2598088	23° 28' 45.33" N	77° 3' 49.05" E		45828.18	16°31'6.7"L	
					1862.28			
AP-37	708996	2598681	23° 29' 5.42" N	77° 2' 47.16" E		47690.46	9°55'13.7"R	
					2777.31			
AP-38	706555	2600006	23° 29' 49.6" N	77° 1' 21.81" E		50467.78	2°25'28.5"R	
					199.45			132 KV D/C
AP-39	706383	2600108	23° 29' 53.01" N	77° 1' 15.83" E		50667.23	26°12'3.2"L	
					983.57			
AP-40	705403	2600189	23° 29' 56.08" N	77° 0' 41.33" E		51650.80	44°35'58.4"R	
					230.92			
AP-41	705253	2600364	23° 30' 1.84" N	77° 0' 36.11" E		51881.72	33°29'54.7"L	

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-3) Green Colour								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
					1163.03			
AP-42	704134	2600681	23° 30' 12.65" N	76° 59' 56.84" E		53044.75	17°7'34.5"R	
					1796.61			
AP-43	702338	2600640	23° 30' 12.12" N	76° 58' 53.52" E		54841.37	45°47'8.4"L	
					684.80			
AP-44	701849	2601120	23° 30' 27.93" N	76° 58' 36.53" E		55526.17	11°54'46.4"L	
					2113.83			
AP-45	700067	2602257	23° 31' 5.7" N	76° 57' 34.3" E		57639.99	6°5'25.1"L	
					3388.72			
AP-46	697034	2603768	23° 31' 56.12" N	76° 55' 48.1" E		61028.71	3°40'51.2"R	
					1014.94			
AP-47	696156	2604278	23° 32' 13.08" N	76° 55' 17.41" E		62043.65	48°21'44"R	
					316.43			400 KV D/C (BNA-NGD)
AP-48	696093	2604588	23° 32' 23.18" N	76° 55' 15.34" E		62360.09	53°26'32.5"L	
					1550.49			
AP-49	694689	2605245	23° 32' 45.14" N	76° 54' 26.14" E		63910.57	13°58'55"L	
					381.30			
AP-50	694315	2605318	23° 32' 47.69" N	76° 54' 12.98" E		64291.87	8°55'4.7"R	
					918.68			
AP-51	693451	2605632	23° 32' 58.28" N	76° 53' 42.7" E		65210.56	23°49'18.8"R	
					1008.67			
AP-52	692445	2605565	23° 32' 56.53" N	76° 53' 7.19" E		66219.22	25°35'48.8"L	
					1185.44			
AP-53	691344	2606005	23° 33' 11.29" N	76° 52' 28.58" E		67404.66	24°20'37.4"R	
					1908.31			
AP-54	689438	2605920	23° 33' 9.33" N	76° 51' 21.33" E		69312.97	14°54'12.8"L	
					1431.04			
AP-55	688040	2606226	23° 33' 19.86" N	76° 50' 32.19" E		70744.01	19°55'27.5"R	

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-3) Green Colour								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
					2244.47			
AP-56	685815	2605930	23° 33' 11.15" N	76° 49' 13.61" E		72988.48	7°22'19.3"R	
					1489.93			
AP-57	684325	2605924	23° 33' 11.59" N	76° 48' 21.08" E		74478.41	58°30'1.2"L	
					218.16			220KV S/C MPPTCL
AP-58	684234	2606122	23° 33' 18.07" N	76° 48' 17.96" E		74696.57	55°21'59.5"L	
					1842.63			
AP-59	682419	2606440	23° 33' 29.13" N	76° 47' 14.1" E		76539.20	26°37'22.6"R	
					1449.63			
AP-60	681254	2607303	23° 33' 57.66" N	76° 46' 33.42" E		77988.83	14°47'44.1"L	
					4281.92			
AP-61	677277	2608890	23° 34' 50.82" N	76° 44' 13.86" E		82270.75	19°44'10.1"L	
					245.87			132KV S/C
AP-62	677031	2608899	23° 34' 51.19" N	76° 44' 5.2" E		82516.62	8°34'38.1"R	
					739.62			
AP-63	676304	2609035	23° 34' 55.9" N	76° 43' 39.62" E		83256.24	21°4'4"R	
					494.94			
AP-64	675818	2608945	23° 34' 53.17" N	76° 43' 22.42" E		83751.17	27°26'12.5"L	
					233.65			(132KV S/C MPPTCL)
AP-65	675594	2609013	23° 34' 55.47" N	76° 43' 14.57" E		83984.83	12°55'9.5"L	
					1982.57			
AP-66	673617	2609152	23° 35' 0.78" N	76° 42' 4.88" E		85967.39	6°45'31"R	
					469.48			
AP-67	673155	2609240	23° 35' 3.82" N	76° 41' 48.66" E		86436.88	47°48'9.8"R	
					204.42			
AP-68	672992	2609117	23° 34' 59.88" N	76° 41' 42.85" E		86641.30	38°34'9.8"L	
					449.69			
AP-69	672543	2609130	23° 35' 0.45" N	76° 41' 27" E		87090.99	7°22'58.7"R	

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-3) Green Colour								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
					302.38			Newaj River
AP-70	672244	2609177	23° 35' 2.1" N	76° 41' 16.49" E		87393.37	25°9'34"R	
					625.78			
AP-71	671643	2609002	23° 34' 56.65" N	76° 40' 55.22" E		88019.15	0°13'8.6"R	
					758.38			
AP-72	670914	2608793	23° 34' 50.14" N	76° 40' 29.43" E		88777.52	27°30'21.8"L	
					1534.79			
AP-73	669410	2609100	23° 35' 0.67" N	76° 39' 36.52" E		90312.32	26°5'47.2"R	
					202.62			220KV D/C (MPPTCL)
AP-74	669214	2609049	23° 34' 59.08" N	76° 39' 29.58" E		90514.94	49°39'3.2"L	
					3093.09			
AP-75	666683	2610826	23° 35' 57.8" N	76° 38' 1.01" E		93608.02	12°54'7.6"L	
					1631.21			
AP-76	665172	2611441	23° 36' 18.36" N	76° 37' 7.98" E		95239.24	20°39'10.4"L	
					1040.53			
AP-77	664132	2611469	23° 36' 19.64" N	76° 36' 31.3" E		96279.77	46°8'5.4"R	
					152.16			220KV D/C (MPPTCL)
AP-78	664023	2611362	23° 36' 16.2" N	76° 36' 27.44" E		96431.93	52°28'9.2"L	
					2030.76			
AP-79	662012	2611639	23° 36' 25.95" N	76° 35' 16.58" E		98462.70	7°52'17.5"R	
					1762.16			
AP-80	660315	2612117	23° 36' 42.08" N	76° 34' 16.93" E		100224.86	6°16'17.3"L	
					2303.34			
AP-81	658043	2612495	23° 36' 55.18" N	76° 32' 56.93" E		102528.20	53°48'57.1"R	
					174.17			NH-3 (Mumbai-Agra Hwy)
AP-82	657965	2612651	23° 37' 0.26" N	76° 32' 54.22" E		102702.37	7°2'8"L	
					670.62			
AP-83	657592	2613208	23° 37' 18.51" N	76° 32' 41.29" E		103372.99	13°41'54.5"R	

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-3) Green Colour								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
					179.14			Railway SingleTrack Electrified
AP-84	657531	2613376	23° 37' 24" N	76° 32' 39.18" E		103552.12	50°33'19.3"L	
					1356.38			
AP-85	656251	2613826	23° 37' 39.08" N	76° 31' 54.21" E		104908.51	7°12'54.4"R	
					3291.41			
AP-86	653308	2615299	23° 38' 27.98" N	76° 30' 10.91" E		108199.92	5°31'40.1"L	
					270.49			132KV S/C
AP-87	653055	2615397	23° 38' 31.23" N	76° 30' 2.04" E		108470.41	19°33'16.3"L	
					1374.34			
AP-88	651682	2615433	23° 38' 32.87" N	76° 29' 13.58" E		109844.75	6°32'33.4"R	
					966.00			
AP-89	650725	2615568	23° 38' 37.59" N	76° 28' 39.88" E		110810.75	7°27'22"L	
					300.98			
AP-90	650424	2615571	23° 38' 37.79" N	76° 28' 29.26" E		111111.73	14°40'2.6"R	
					1500.99			
AP-91	648976	2615966	23° 38' 51.12" N	76° 27' 38.3" E		112612.73	15°59'1.9"R	
					1178.72			
AP-92	647968	2616578	23° 39' 11.33" N	76° 27' 2.96" E		113791.44	10°27'16.3"L	
					1284.57			
AP-93	646767	2617033	23° 39' 26.54" N	76° 26' 20.74" E		115076.01	15°45'29.9"L	
					503.07			
AP-94	646266	2617078	23° 39' 28.14" N	76° 26' 3.07" E		115579.08	8°13'26.2"R	
					774.54			
AP-95	645512	2617255	23° 39' 34.16" N	76° 25' 36.53" E		116353.62	56°42'21.2"R	
					399.24			Kali Sindh River
AP-96	645222	2616981	23° 39' 25.33" N	76° 25' 26.2" E		116752.86	51°20'23.9"L	
					2389.67			
AP-97	642855	2617309	23° 39' 36.75" N	76° 24' 2.78" E		119142.52	25°48'46.7"R	

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-3) Green Colour								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
					2386.66			
AP-98	640870	2618633	23° 40' 20.43" N	76° 22' 53.16" E		121529.19	15°41'55.1"L	
					903.21			
AP-99	640011	2618912	23° 40' 29.77" N	76° 22' 22.94" E		122432.39	11°20'46.3"L	
					1211.05			
AP-100	638808	2619052	23° 40' 34.71" N	76° 21' 40.53" E		123643.45	3°13'29.8"R	
					2283.99			
AP-101	636558	2619444	23° 40' 48.15" N	76° 20' 21.24" E		125927.43	9°57'1.9"R	
					175.62			132kV D/C MPPTCL
AP-102	636382	2619444	23° 40' 48.2" N	76° 20' 15.04" E		126103.05	11°41'53.6"L	
					1492.92			
AP-103	634921	2619140	23° 40' 38.74" N	76° 19' 23.35" E		127595.97	17°40'31.8"L	
					2117.35			
AP-104	632815	2619358	23° 40' 46.46" N	76° 18' 9.08" E		129713.32	6°29'55.7"R	
					3165.60			
AP-105	629723	2620038	23° 41' 9.48" N	76° 16' 20.16" E		132878.92	12°7'39.8"L	
					4703.06			
AP-106	625020	2620061	23° 41' 11.57" N	76° 13' 34.15" E		137581.97	11°33'39.5"R	
					1757.58			
AP-107	623300	2620422	23° 41' 23.77" N	76° 12' 33.53" E		139339.55	40°42'57.7"R	
					317.73			Lakundar River
AP-108	623022	2620268	23° 41' 18.86" N	76° 12' 23.66" E		139657.28	36°48'45.6"L	
					3144.96			
AP-109	619907	2620703	23° 41' 33.82" N	76° 10' 33.83" E		142802.24	23°53'18"R	
					3463.30			
AP-110	616964	2622529	23° 42' 33.98" N	76° 8' 50.46" E		146265.54	1°56'38"R	
					2382.09			
AP-111	614984	2623853	23° 43' 17.54" N	76° 7' 40.92" E		148647.63	0°55'30.9"L	

Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line (Alt-3) Green Colour								
AP NO.	EASTING	NORTHING	LATITUDE	LONGITUDE	SPAN IN MTR.	CUMULATIVE LENGTH	ANGLE OF DEVIATION	REMARKS
					664.73			
AP-112	614426	2624214	23° 43' 29.41" N	76° 7' 21.3" E		149312.36	3°14'38.5"R	
					68.25			
AP-113	614370	2624254	23° 43' 30.73" N	76° 7' 19.36" E		149380.61	0°	Proposed Pachora SEZ PP

CHAPTER-6.5

COMPARATIVE STATEMENT FOR THREE ALTERNATIVE ROUTES

COMPARISON FOR THREE ALTERNATIV ROUTE				
Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line				
SL. No.	Description	Route-I(Proposed) (Red)	Route II (Blue)	Route-III (Green)
1	Bee line length	139.782KM		
2	Line Length	148.234 KM	149.987 KM	149.380 KM
	a) Plain	95%	95%	95%
	b) Undulated terrain	5%	5%	5%
3	a) Angle Points	93	103	113
4	Forest	NIL	NIL	NIL
	a) Reserve Forest	NIL	NIL	NIL
	b)Protected Forest	NIL	NIL	NIL
	c) Open Scrub	Along the Route	Along the Route	Along the Route
5	Transportation & Maintenance	Available	Available	Available
6	Power Line crossings (132KV& Above)	12nos	13Nos.	13Nos.
		AP-4-AP-5(400 KV D/C (BHO-BHO TW.NO3-4))	AP-4-AP-5(400 KV D/C (BHO-BHO TW.NO3-4))	AP-4-AP-5(400 KV D/C (BHO-BHO TW.NO3-4))
		AP-7-AP-8(765kV S/C (JBL-BHO TW.NO664- GANTRY))	AP-7-AP-8(765kV S/C (JBL-BHO TW.NO664- GANTRY))	AP-7-AP-8(765kV S/C (JBL-BHO TW.NO664- GANTRY))
		AP-15-AP-16(220kV D/C)	AP-14-AP-15(220kV D/C)	AP-15-AP-16(220kV D/C)
		AP-31-AP-32(765KV S/C (BNA-IDR))	AP-29-AP-30(765KV S/C (BNA-IDR))	AP-28-AP-29(765KV S/C (BNA-IDR))
		AP-45-AP-46(400 KV D/C (BNA-NGD))	AP-38-AP-39(132 KV D/C)	AP-38-AP-39(132 KV D/C)
		AP-52-AP-53((220KV S/C MPPTCL))	AP-54-AP-55(400 KV D/C (BNA-NGD))	AP-47-AP-48(400 KV D/C (BNA-NGD))
		AP-56-AP-57(132KV S/C)	AP-58-AP-59(220KV S/C MPPTCL)	AP-57-AP-58(220KV S/C MPPTCL)
		AP-58-AP-59((132KV S/C MPPTCL))	AP-61-AP-62(132KV S/C MPPTCL)	AP-61-AP-62(132KV S/C)
		AP-63-AP-64(220KV D/C (MPPTCL))	AP-61-AP-62(132KV S/C)	AP-64-AP-65((132KV S/C MPPTCL))
		AP-68-AP-69(400 KV D/C (RAP-SJP (RTCL))	AP-66-AP-67(220KV D/C (MPPTCL))	AP-73-AP-74(220KV D/C (MPPTCL))
		AP-75-AP-76(132KV S/C)	AP-68-AP-69(400 KV D/C (RAP-SJP (RTCL))	AP-77-AP-78(220KV D/C (MPPTCL))
		AP-83-AP-84(132KV D/C (MPPTCL))	AP-81-AP-82(132KV S/C)	AP-86-AP-87(132KV S/C)
			AP-91-AP-92(132KV D/C (MPPTCL))	AP-101-AP-102(132kV D/C MPPTCL)
7	Railway crossings	01Nos.	01Nos.	01Nos.

COMPARISON FOR THREE ALTERNATIV ROUTE				
Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line				
SL. No.	Description	Route-I(Proposed) (Red)	Route II (Blue)	Route-III (Green)
		AP-72-AP-73(Railway Single Track Electrified)	AP-77-AP-78(Railway SingleTrack Electrified)	AP-83-AP-84(Railway SingleTrack Electrified)
8	Airport/Air strip	NIL	NIL	NIL
9	River crossings	NIL	NIL	NIL
	a) Major	NIL	NIL	NIL
	b) Minor	6nos.	7nos.	6nos.
		AP-2-AP-3(Halali River)	AP-2-AP-3(Halali River)	AP-2-AP-3(Halali River)
		AP-6-AP-7(Halali River)	AP-6-AP-7(Halali River)	AP-6-AP-7(Halali River)
		AP-35-AP-36(Parbati River)	AP-34-AP-35(Paru Nadi)	AP-35-AP-36(Parbati River)
		AP-61-AP-62(Newaj River)	AP-35-AP-36(Parbati River)	AP-69-AP-70(Newaj River)
		AP-79-AP-80(Kali Sindh River)	AP-64-AP-65(Newaj River)	AP-95-AP-96(Kali Sindh River)
		AP-88-AP-89(Lakundar River)	AP-86-AP-87(Kali Sindh River)	AP-107-AP-108(Lakundar River)
		AP-96-AP-97(Lakundar River)		
10	NH Crossings	02Nos.	02Nos.	02Nos.
		AP-38-AP-39(NH-46 (Gwalior-Betul)	AP-32-AP-33(NH-46 (Gwalior-Betul)	AP-33-AP-34(NH-46 (Gwalior-Betul)
		AP-70-AP-71(NH-3 (Mumbai-Agra Hwy)	AP-75-AP-76(NH-3 (Mumbai-Agra Hwy)	AP-81-AP-82(NH-3 (Mumbai-Agra Hwy)
11	SH Crossings	01Nos.	01Nos.	01Nos.
		AP-11-AP-12(SH-23 (Guna-Bhopal)	AP-10-AP-11(SH-23 (Guna-Bhopal))	AP-12-AP-13(SH-23 (Guna-Bhopal))
11	Approaches for construction	Sufficient approach is available	Sufficient approach is available	Sufficient approach is available
12	State	Madhya Pradesh	Madhya Pradesh	Madhya Pradesh

Summary of the Proposed Route		
Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/C Line		
SL. No.	Description	Route-I(Proposed) (Red)
1	Bee line length	139.782 KM
2	Line Length	148.234 KM
	a) Plain	95%
	b) Undulated terrain	5%
3	a) Angle Points	93
4	Forest	NIL
	a) Reserve Forest	NIL
	b) Protected Forest	NIL
	c) Open Scrub	Along the Route
5	Transportation & Maintenance	Available
6	Power Line crossings (132KV& Above)	12nos
		AP-4-AP-5(400 KV D/C (BHO-BHO TW.NO3-4)
		AP-7-AP-8(765kV S/C (JBL-BHO TW.NO664- GANTRY)
		AP-15-AP-16(220kV D/C)
		AP-31-AP-32(765KV S/C (BNA-IDR)
		AP-45-AP-46(400 KV D/C (BNA-NGD)
		AP-52-AP-53((220KV S/C MPPTCL)
		AP-56-AP-57(132KV S/C)
		AP-58-AP-59((132KV S/C MPPTCL)
		AP-63-AP-64(220KV D/C (MPPTCL)
		AP-68-AP-69(400 KV D/C (RAP-SJP (RTCL)
		AP-75-AP-76(132KV S/C)
		AP-83-AP-84(132KV D/C (MPPTCL)
7	Railway crossings	01Nos.
		AP-72-AP-73(Railway Single Track Electrified)
8	Wind Zone	4
9	Airport/Air strip	NIL
10	River crossings	NIL
	a) Major	NIL
	b) Minor	6nos.
		AP-2-AP-3(Halali River)
		AP-6-AP-7(Halali River)
		AP-35-AP-36(Parbati River)
		AP-61-AP-62(Newaj River)
		AP-79-AP-80(Kali Sindh River)
		AP-88-AP-89(Lakundar River)
11	NH Crossings	02Nos.
		AP-38-AP-39(NH-46 (Gwalior-Betul)
		AP-70-AP-71(NH-3 (Mumbai-Agra Hwy)
12	SH Crossings	01Nos.
		AP-11-AP-12(SH-23 (Guna-Bhopal)
13	Approaches for construction	Sufficient approach is available
14	State	Madhya Pradesh

Power Line Crossings (110 KV & Above)		
Sr No.	Voltage rating in kV / Crossing	Crossing in between location
1	400 KV D/C (BHO-BHO TW.NO3-4)	AP-4-AP-5
2	765kV S/C (JBL-BHO TW.NO664- GANTRY)	AP-7-AP-8
3	220kV D/C	AP-15-AP-16
4	765KV S/C (BNA-IDR)	AP-31-AP-32
5	400 KV D/C (BNA-NGD)	AP-45-AP-46
6	(220KV S/C MPPTCL)	AP-52-AP-53
7	132KV S/C	AP-56-AP-57
8	(132KV S/C MPPTCL)	AP-58-AP-59
9	220KV D/C (MPPTCL)	AP-63-AP-64
10	400 KV D/C (RAP-SJP (RTCL)	AP-68-AP-69
11	132KV S/C	AP-75-AP-76
12	132KV D/C (MPPTCL)	AP-83-AP-84

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	Halali River	16m	Weathered Flow	Non - Navigable	AP-2-AP-3
2	Halali River	41m	Weathered Flow	Non - Navigable	AP-6-AP-7
3	Parbati River	93m	Weathered Flow	Non - Navigable	AP-35-AP-36
4	Newaj River	118m	Weathered Flow	Non - Navigable	AP-61-AP-62
5	Kali Sindh River	115m	Weathered Flow	Non - Navigable	AP-79-AP-80
6	Lakundar River	208m	Weathered Flow	Non - Navigable	AP-88-AP-89

NH & SH Crossings			
SL. No.	Name of the Road	Type Of Road National Highway / State Highway	Remarks (Crossing Between Loc. No.)
1	SH-23 (Guna-Bhopal)	S.H	AP-11-AP-12
2	NH-46 (Gwalior-Betul)	N.H	AP-38-AP-39
3	NH-3 (Mumbai-Agra Hwy)	N.H	AP-70-AP-71

Railway Line Crossing					
SL. No.	Name of the Railway Line	Type of Gauge Broad / Metre / Narrow	Single/Double Line	Electrified / Non- Electrified	Remarks (Crossing in Between Locs.)
1	Parhana Mau-Sarangpur	Broad	Single Track	Electrified	AP-72-AP-73

Forest Details					
SL.No.	Section AP to AP	Name of the Forest	Type of Forest (Reserved / Protected)	Type of Forest (Open Scrub)	Forest Stretches (M)
	NIL	NIL	NIL	ALONG THE ROUTE	NIL

CHAPTER-6.6

RESULT & CONCLUSIONS

Results & Conclusions

Referring to comparative statement for alternative routes and angle point summary, the routes are positioned on both sides (Left and Right hand) of Bee-line. After initial inspection of physical maps updated with satellite images and walk over survey, all three corridors were explored for the best route alignment. Special attention has been given to the existing EHV lines, reserved/protected/open scrub forest, river crossings, national/state highways, minimum route length and habitation including plantation. After detailed analysis, **Route1 (Marked Red)** has been observed as most viable route for alignment due to its good approach, for construction and maintenance of the transmission line after construction.

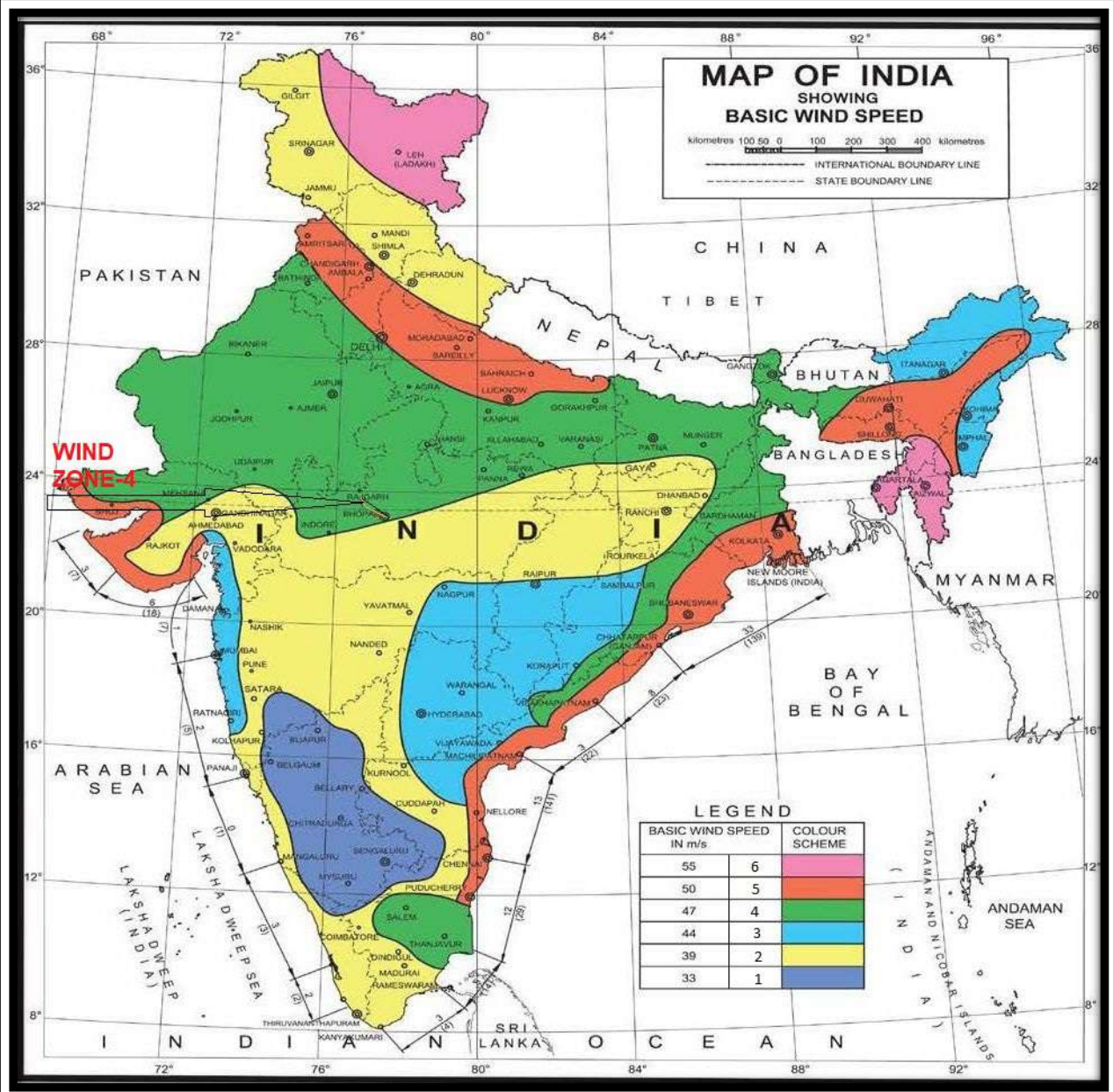
Finally, the Route marked **Red** in the route alignment drawing as **Route-1** has been proposed as final route.

CHAPTER-6.7

WIND ZONE MAP

Wind Zone Map

Wind Zone-4



CHAPTER-6.8

ROUTE ALIGNMENT MAP ON DIGITIZED TOPSHEETS & WALK OVER SURVEY DATA

Annexure A-6

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400kV D/C Bhopal - Rajgarh Line

SPV : Rajgarh Transmission Limited

Angle schedule Route-1 (Red)

Length : 143.415 Km.

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
	GANTRY	0° 0' 0"					23°24'7.74"	77°26'43.96"	Agariya	Huzur	Bhopal		
					68.40								
1	AP-1	14° 49' 29"	RIGHT	DD		68.40	23°24'5.56"	77°26'44.43"	Agariya	Huzur	Bhopal		
					289.63								
2	AP-1A	59° 58' 8"	RIGHT	DD		358.03	23°23'56.14"	77°26'43.79"	Agariya	Huzur	Bhopal		
					837.19								
3	AP-2	24° 48' 57"	RIGHT	DC		1195.22	23°23'44.04"	77°26'17.40"	Sumarkheri	Huzur	Bhopal		
					2739.96								
4	AP-3	18° 19' 11"	RIGHT	DD		3935.18	23°23'41.47"	77°24'40.99"	Raslakheri	Huzur	Bhopal		
					155.77								
5	3L/1	49° 54' 50"	RIGHT	GANTRY		4013.07	23°23'42.92"	77°24'35.73"	Raslakheri	Huzur	Bhopal		
					96.66							765kV S/C Line	
6	3L/2	11° 51' 40"	RIGHT	GANTRY		4061.40	23°23'45.8"	77°24'34.38"	Raslakheri	Huzur	Bhopal		
					114.76								
7	AP-4	26° 19' 56"	LEFT	DD		4118.78	23°23'49.45"	77°24'33.56"	Raslakheri	Huzur	Bhopal		
	AP-3	34° 37' 55"	RIGHT			4118.78	23°23'41.47"	77°24'40.99"	Raslakheri	Huzur	Bhopal		
					119.04								
8	3R/1	33° 57' 29"	RIGHT	GANTRY		4178.30	23°23'43.57"	77°24'37.47"	Raslakheri	Huzur	Bhopal		
					93.11							765kV S/C line	
9	3R/2	14° 52' 6"	LEFT	GANTRY		4224.85	23°23'46.35"	77°24'36.18"	Raslakheri	Huzur	Bhopal		
					120.88								
	AP-4	0° 2' 26"	RIGHT			4285.29	23°23'49.45"	77°24'33.56"	Raslakheri	Huzur	Bhopal		
					840.54								
10	AP-5	27° 53' 33"	LEFT	DC		5125.83	23°24'10.98"	77°24'15.36"	Nipaniyan Jat	Huzur	Bhopal		
					4789.01							SH-26	
11	AP-6	7° 45' 55"	LEFT	DB		9914.84	23°25'14.63"	77°21'41.48"	Devpur	Huzur	Bhopal		
					2398.41								
12	AP-7	41° 4' 5"	LEFT	DD		12313.25	23°25'36.58"	77°20'20.45"	Kuthar	Huzur	Bhopal		
					194.12							132kV D/C Line	
13	AP-8	25° 36' 20"	RIGHT	DC		12507.37	23°25'33.94"	77°20'14.24"	Kuthar	Huzur	Bhopal		
					3232.71								
14	AP-9	14° 35' 12"	LEFT	DB		15740.08	23°25'35.57"	77°18'20.64"	Chanderi	Huzur	Bhopal		
					3723.6								
15	AP-10	32° 47' 52"	RIGHT	DD		19463.68	23°25'6.89"	77°16'13.25"	Barkheri	Sehore	Sehore		

400kV D/C Bhopal - Rajgarh Line

SPV : Rajgarh Transmission Limited

Angle schedule Route-1 (Red)

Length : 143.415 Km.

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
					3215.44								
16	AP-11	6° 52' 38"	RIGHT	DB		22679.12	23°25'41.03"	77°14'26.24"	Takiya	Sehore	Sehore		
					4796.25								
17	AP-12	11° 54' 00"	LEFT	DB		27475.37	23°26'49.2"	77°11'54.32"	Khaikhhera	Sehore	Sehore		
					2756.49								
18	AP-13	20° 25' 19"	RIGHT	DC		30231.86	23°27'10.91"	77°10'20.12"	Khaikhhera	Sehore	Sehore		
					1948.25								
19	AP-14	8° 3'14"	LEFT	DD		32180.11	23°27'46.71"	77°9'23.52"	Khaikhhera	Sehore	Sehore		
					110.92								
20	14L/1	43° 47' 47"	RIGHT	GANTRY		32235.57	23°27'48.32"	77°9'20.02"	Khaikhhera	Sehore	Sehore		
					112.63							765kV S/C Line	
21	14L/2	1° 20' 11"	LEFT	GANTRY		32291.89	23°27'51.76"	77°9'18.67"	Khaikhhera	Sehore	Sehore		
					100.1								
22	AP-15	25° 43' 33"	LEFT	DD		32341.94	23°27'54.79"	77°9'17.4"	Khaikhhera	Sehore	Sehore		
	AP-14	16° 23' 42"	RIGHT			32341.94	23°27'46.71"	77°9'23.52"	Khaikhhera	Sehore	Sehore		
					77.38								
23	14R/1	17° 16' 31"	RIGHT	GANTRY		32380.63	23°27'48.66"	77°9'21.8"	Khaikhhera	Sehore	Sehore		
					110.91							765kV S/C Line	
24	14R/2	22° 21' 0"	LEFT	GANTRY		32436.08	23°27'52.01"	77°9'20.34"	Khaikhhera	Sehore	Sehore		
					119.62								
	AP-15	2° 38' 25"	RIGHT			32495.89	23°27'54.79"	77°9'17.4"	Khaikhhera	Sehore	Sehore		
					451.33								
25	AP-16	38° 42' 9"	LEFT	DD		32947.22	23°28'4.82"	77°9'5.79"	Khaikhhera	Sehore	Sehore		
					1971.42								
26	AP-17	23° 8' 25"	LEFT	DC		34918.64	23°28'9.74"	77°7'56.54"	Chhatri	Sehore	Sehore		
					161.88							132kV D/C Line	
27	AP-18	22° 32' 8"	RIGHT	DC		35080.52	23°28'8.05"	77°7'51.14"	Chhatri	Sehore	Sehore		
					4064.38								
28	AP-19	7° 38' 22"	RIGHT	DB		39144.90	23°28'16.78"	77°5'28.26"	Bamuliya	Sehore	Sehore		
					1997.01								
29	AP-20	21° 15' 49"	LEFT	DC		41141.91	23°28'29.63"	77°4'19.29"	Hingoni	Sehore	Sehore		
					194.36							NH-46	
30	AP-21	33° 8' 5"	RIGHT	DD		41336.27	23°28'28.55"	77°4'12.55"	Hingoni	Sehore	Sehore		
					3211.63								

400kV D/C Bhopal - Rajgarh Line**SPV : Rajgarh Transmission Limited****Angle schedule Route-1 (Red)****Length : 143.415 Km.**

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
48	AP-39	7° 7' 30"	RIGHT	DB		78108.87	23°34'51.86"	76°44'0.27"	Talen	Sarangpur	Rajgarh		
					1087.73								
49	AP-40	0° 46' 49"	LEFT	DB		79196.60	23°35'2.73"	76°43'23.77"	Talen	Sarangpur	Rajgarh		
					178.80							132kV D/C Line	
50	AP-41	6° 36' 21"	RIGHT	DB		79375.40	23°35'4.45"	76°43'17.74"	Talen	Sarangpur	Rajgarh		
					1887.05								
51	AP-42	9° 2' 14"	LEFT	DB		81262.45	23°35'29.13"	76°42'16.81"	Talen	Sarangpur	Rajgarh		
					4992.08								
52	AP-43	11° 9' 6"	LEFT	DB		86254.53	23°36'10.25"	76°39'26.47"	Asareta	Sarangpur	Rajgarh		
					172.18							220kV D/C Line	
53	AP-44	0° 3' 58"	LEFT	DB		86426.71	23°36'10.59"	76°39'20.41"	Asareta	Sarangpur	Rajgarh		
					4806.96								
54	AP-45	37° 13' 4"	LEFT	DD		91233.67	23°36'20.33"	76°36'31.18"	Asareta	Sarangpur	Rajgarh		
					182.78							400kV D/C Line	
55	AP-46	46° 1' 26"	RIGHT	DD		91416.45	23°36'17.03"	76°36'25.81"	Asareta	Sarangpur	Rajgarh		
					4005.58								
56	AP-47	4° 0' 27"	LEFT	DB		95422.04	23°36'44.91"	76°34'7.78"	Barukheri	Sarangpur	Rajgarh		
					2003.14								
57	AP-48	58° 44' 9"	RIGHT	DD		97425.18	23°36'54.36"	76°32'57.86"	Dhanora	Sarangpur	Rajgarh		
					237.80							NH-52	
58	AP-49	34° 32' 43"	LEFT	DD		97662.98	23°37'1.48"	76°32'54.59"	Dhanora	Sarangpur	Rajgarh		
					749.21								
59	AP-50	36° 1' 10"	RIGHT	DD		98412.19	23°37'14.57"	76°32'32.3"	Dhanora	Sarangpur	Rajgarh		
					194.24							Electrified Single Track Railway Line	
60	AP-51	49° 47' 0"	LEFT	DD		98606.43	23°37'20.45"	76°32'29.8"	Dhanora	Sarangpur	Rajgarh		
					4383.92								
61	AP-52	1° 1' 18"	LEFT	DB		102990.35	23°38'6.26"	76°30'3.33"	Digwar	Sarangpur	Rajgarh		
					247.99							132kV S/C Line	
62	AP-53	17° 41' 48"	LEFT	DC		103238.34	23°38'8.71"	76°29'54.99"	Digwar	Sarangpur	Rajgarh		
					2483.13								
63	AP-54	12° 26' 6"	RIGHT	DB		105721.47	23°38'8.74"	76°28'27.37"	Khaspura	Sarangpur	Rajgarh		
					4428.50								
64	AP-55	1° 29' 48"	RIGHT	DB		110149.97	23°38'39.76"	76°25'54.77"	Byawra Mandu	Sarangpur	Rajgarh		
					4771.01								

400kV D/C Bhopal - Rajgarh Line**SPV : Rajgarh Transmission Limited****Angle schedule Route-1 (Red)****Length : 143.415 Km.**

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
65	AP-56	2° 3' 7"	RIGHT	DB		114920.98	23°39'17.07"	76°23'11.35"	Karju	Moman Badodiya	Shajapur		
					4938.47								
66	AP-57	9° 36' 19"	LEFT	DB		119859.45	23°40'1.20"	76°20'23.76"	Barnawad	Moman Badodiya	Shajapur		
					187.96							132kV S/C Line	
67	AP-58	9° 39' 42"	RIGHT	DB		120047.41	23°40'1.87"	76°20'17.17"	Barnawad	Moman Badodiya	Shajapur		
					4947.08								
68	AP-59	1° 5' 35"	RIGHT	DB		124994.49	23°40'46.18"	76°17'29.30"	Barnawad	Moman Badodiya	Shajapur		
					4495.38								
69	AP-60	10° 13' 45"	LEFT	DB		129489.87	23°41'29.07"	76°14'57.60"	Dehripal	Moman Badodiya	Shajapur		
					4836.46								
70	AP-61	2° 28' 35"	LEFT	DB		134326.33	23°41'47.74"	76°12'8.06"	Palalkhi	Agar	Agar		
					833.88								
71	AP-62	13° 56' 0"	RIGHT	DB		135160.21	23°41'49.79"	76°11'38.7"	Palalkhi	Agar	Agar		
					222.64							220kV D/C Line	
72	AP-63	5° 33' 3"	RIGHT	DB		135382.85	23°41'52.06"	76°11'31.23"	Palalkhi	Agar	Agar		
					4402.77								
73	AP-64	3° 12' 53"	RIGHT	DB		139785.62	23°42'49.55"	76° 9'8.85"	Karkariya	Agar	Agar		
					3423.44								
74	AP-65	54° 20' 16"	LEFT	DD		143209.06	23°43'39.89"	76° 7'21.05"	Larwan	Agar	Agar		
					142.71								
75	AP-66	14° 56' 38"	LEFT	DD		143351.77	23°43'37.35"	76° 7'16.79"	Larwan	Agar	Agar		
					63.28								
	GANTRY	0° 0' 0"		GANTRY		143415.05	23°43'35.84"	76° 7'15.33"	Larwan	Agar	Agar		

Total Length**143.415 Km**

400kV D/C Bhopal - Rajgarh Line SPV : Rajgarh Transmission Limited Angle schedule ROUTE-2 (Blue) Length: 144.697 Km.													
S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
	GANTRY	0° 0' 0"					23°24'5.28"	77°26'42.09"	Agariya	Huzur	Bhopal		
					68.40								
1	AP-1	43° 45' 27"	RIGHT	DD		68.40	23°24'2.08"	77°26'42.01"	Agariya	Huzur	Bhopal		
					127.90								
2	AP-2	30° 9' 54"	RIGHT	DD		196.30	23°23'42.27"	77°26'0.55"	Agariya	Huzur	Bhopal		
					1325.83								
3	AP-3	37° 33' 16"	RIGHT	DD		1522.13	23°23'52.18"	77°25'0.97"	Sumerkheri	Huzur	Bhopal		
					1719.53								
4	AP-4	26° 1' 7"	RIGHT	DD		3241.65	23°23'55.47"	77°24'56.1"	Raslakheri	Huzur	Bhopal		
					171.46							765kV S/C Line	
5	AP-5	12° 15' 5"	LEFT	DD		3413.11	23°24'42.57"	77°23'1.3"	Raslakheri	Huzur	Bhopal		
					3568.33							SH-26	
6	AP-6	15° 50' 9"	RIGHT	DC		6981.44	23°25'13.17"	77°22'21.5"	Hinotiya	Huzur	Bhopal		
					1471.15								
7	AP-7	23° 2' 32"	LEFT	DC		8452.59	23°25'50.08"	77°20'8.54"	Devpur	Huzur	Bhopal		
					3942.77								
8	AP-8	53° 32' 59"	LEFT	DD		12395.36	23°25'46.77"	77°20'3.83"	Kuthar	Huzur	Bhopal		
					167.05							132kV D/C Line	
9	AP-9	40° 4' 14"	RIGHT	DD		12562.41	23°25'49.11"	77°19'19.04"	Kuthar	Huzur	Bhopal		
					1273.84								
10	AP-10	5° 44' 37"	LEFT	DB		13836.25	23°25'47.73"	77°18'44"	Kuthar	Huzur	Bhopal		
					994.91								
11	AP-11	9° 37' 11"	LEFT	DB		14831.16	23°25'31.62"	77°17'22.63"	Kuthar	Huzur	Bhopal		
					2364.22								
12	AP-12	2° 14' 9"	RIGHT	DB		17195.38	23°25'13.84"	77°15'51.29"	Bhoj	Huzur	Bhopal		
					2649.83								
13	AP-13	16° 25' 59"	RIGHT	DC		19845.21	23°25'16.7"	77°15'12.54"	Barkheri	Sehore	Sehore		
					1104.22								
14	AP-14	4° 15' 36"	RIGHT	DB		20949.43	23°25'39.57"	77°12'32.18"	Barkheri	Sehore	Sehore		
					4608.68								

400kV D/C Bhopal - Rajgarh Line SPV : Rajgarh Transmission Limited Angle schedule ROUTE-2 (Blue) Length: 144.697 Km.													
S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
15	AP-15	10° 33' 28"	LEFT	DB		25558.11	23°25'35.18"	77°9'59.28"	Barkhera Kharent	Sehore	Sehore		
					4342.79								
16	AP-16	13° 13' 30"	RIGHT	DB		29900.90	23°25'40.72"	77°9'29.48"	Bhatpura	Sehore	Sehore		
					863.05								
17	AP-17	26° 6' 47"	LEFT	DC		30763.95	23°25'33.65"	77°9'0.21"	Mahuakhera	Sehore	Sehore		
					858.89								
18	AP-18	43° 11' 50"	RIGHT	DD		31622.84	23°26'25.38"	77°7'16.99"	Mahuakhera	Sehore	Sehore		
					3335.58								
19	AP-19	2° 33' 18"	RIGHT	DB		34958.42	23°26'46.15"	77°6'35.59"	Sonti	Sehore	Sehore		
					1337.98								
20	AP-20	3° 3'14"	LEFT	DB		36296.40	23°27'15.24"	77°5'34.97"	Sonti	Sehore	Sehore		
					1939.60								
21	AP-21	40° 9' 47"	RIGHT	DD		38236.00	23°27'21.49"	77°5'32.19"	Bairagarh Khuman	Sehore	Sehore		
					207.77							765kV S/C Line	
22	AP-22	40° 40' 3"	LEFT	DD		38443.77	23°27'54.99"	77°4'20.78"	Bairagarh Khuman	Sehore	Sehore		
					2274.20							NH-46	
23	AP-23	13° 39' 13"	LEFT	DB		40717.97	23°28'14.97"	77°2'49.16"	Barri	Sehore	Sehore		
					2670.94								
24	AP-24	11° 13' 42"	RIGHT	DB		43388.91	23°29'3.97"	77°0'52.88"	Barnagar	Sehore	Sehore		
					3629.00								
25	AP-25	8° 58' 47"	RIGHT	DB		47017.91	23°29'8.95"	77°0'44.74"	Raghokheri	Narsinghgarh	Rajgarh		
					277.41							132kV D/C Line	
26	AP-26	0° 47' 56"	LEFT	DB		47295.32	23°29'33.85"	77°0'5.18"	Raghokheri	Narsinghgarh	Rajgarh		
					1359.09								
27	AP-27	21° 39' 32"	RIGHT	DC		48654.41	23°29'55.66"	76°59'49.21"	Raghokheri	Narsinghgarh	Rajgarh		
					809.86								
28	AP-28	42° 39' 47"	LEFT	DD		49464.27	23°30'12.31"	76°58'32.66"	Raghokheri	Narsinghgarh	Rajgarh		
					2231.36								

400kV D/C Bhopal - Rajgarh Line SPV : Rajgarh Transmission Limited Angle schedule ROUTE-2 (Blue) Length: 144.697 Km.													
S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
29	AP-29	12° 19' 3"	LEFT	DB		51695.63	23°30'13.24"	76°57'33.03"	Chandbarli	Narsinghgarh	Rajgarh		
					1692.22								
30	AP-30	21° 5' 46"	RIGHT	DC		53387.85	23°31'22.41"	76°54'27.99"	Chandbarli	Narsinghgarh	Rajgarh		
					5664.98								
31	AP-31	33° 10' 7"	RIGHT	DD		59052.83	23°31'54.22"	76°54'4.02"	Birgari	Narsinghgarh	Rajgarh		
					1191.66								
32	AP-32	0° 51' 30"	RIGHT	DD		60244.49	23°31'59.51"	76°54'0.17"	Dolatpura	Narsinghgarh	Rajgarh		
					196.06							400kV D/C Line	
33	AP-33	34° 34' 13"	LEFT	DD		60440.55	23°32'34.1"	76°52'24.85"	Dolatpura	Narsinghgarh	Rajgarh		
					2905.54								
34	AP-34	6° 8' 10"	RIGHT	DB		63346.09	23°33'1.67"	76°51'27.67"	Turkipura	Narsinghgarh	Rajgarh		
					1830.08								
35	AP-35	25° 8' 14"	LEFT	DC		65176.18	23°33'5.34"	76°49'55.51"	Turkipura	Narsinghgarh	Rajgarh		
					2616.05								
36	AP-36	3° 37' 19"	RIGHT	DB		67792.23	23°33'11.6"	76°48'21.09"	Radhanpura	Narsinghgarh	Rajgarh		
					2685.88								
37	AP-37	58° 55' 47"	RIGHT	DD		70478.11	23°33'18.07"	76°48'17.96"	Buchakheri	Narsinghgarh	Rajgarh		
					217.83							220kV D/C Line	
38	AP-38	52° 57' 33"	LEFT	DD		70695.94	23°33'30.06"	76°47'21.7"	Buchakheri	Narsinghgarh	Rajgarh		
					1637.40								
39	AP-39	16° 20' 42"	RIGHT	DC		72333.34	23°33'54.76"	76°46'34.16"	Buchakheri	Narsinghgarh	Rajgarh		
					1547.42								
40	AP-40	9° 42' 14"	LEFT	DB		73880.76	23°34'41.25"	76°44'13.05"	Kansrod	Narsinghgarh	Rajgarh		
					4249.47								
41	AP-41	6° 54' 23"	LEFT	DB		78130.23	23°34'42.67"	76°44'6.08"	Talen	Sarangpur	Rajgarh		
					202.06							132kV S/C Line	
42	AP-42	15° 29' 31"	RIGHT	DC		78332.29	23°34'46.37"	76°43'58.63"	Talen	Sarangpur	Rajgarh		
					239.98							NH-765C	
43	AP-43	16° 49' 14"	LEFT	DC		78572.27	23°34'53.14"	76°43'22.4"	Talen	Sarangpur	Rajgarh		
					1048.12								

400kV D/C Bhopal - Rajgarh Line SPV : Rajgarh Transmission Limited Angle schedule ROUTE-2 (Blue) Length: 144.697 Km.													
S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
44	AP-44	6° 18' 50"	RIGHT	DB		79620.39	23°34'55.45"	76°43'14.56"	Talen	Sarangpur	Rajgarh		
					233.65							132kV D/C Line	
45	AP-45	12° 55' 10"	LEFT	DB		79854.04	23°35'0.75"	76°42'4.87"	Talen	Sarangpur	Rajgarh		
					1982.56								
46	AP-46	13° 17' 28"	LEFT	DB		81836.60	23°34'55.98"	76°41'30.64"	Nindrakheri	Sarangpur	Rajgarh		
					982.20								
47	AP-47	2° 36' 59"	RIGHT	DB		82818.79	23°34'50.05"	76°40'29.4"	Nindrakheri	Sarangpur	Rajgarh		
					1744.88								
48	AP-48	29° 24' 27"	RIGHT	DC		84563.67	23°35'12.85"	76°39'33.48"	Bani	Sarangpur	Rajgarh		
					1733.95								
49	AP-49	19° 34' 22"	LEFT	DC		86297.62	23°35'13.39"	76°39'25.2"	Aluni	Sarangpur	Rajgarh		
					234.15							220kV D/C Line	
50	AP-50	25° 34' 26"	RIGHT	DC		86531.77	23°35'57.78"	76°38'1"	Aluni	Sarangpur	Rajgarh		
					2749.95								
51	AP-51	6° 56' 31"	LEFT	DB		89281.72	23°36'18.4"	76°37'7.97"	Asareta	Sarangpur	Rajgarh		
					1631.21								
52	AP-52	20° 39' 10"	LEFT	DC		90912.93	23°36'19.62"	76°36'31.37"	Asareta	Sarangpur	Rajgarh		
					1038.23								
53	AP-53	46° 8' 5"	LEFT	DD		91951.16	23°36'16.21"	76°36'27.5"	Asareta	Sarangpur	Rajgarh		
					155.16							400kV D/C Line	
54	AP-54	52° 28' 9"	RIGHT	DD		92106.32	23°36'25.91"	76°35'16.58"	Asareta	Sarangpur	Rajgarh		
					2030.81								
55	AP-55	7° 2' 20"	RIGHT	DB		94137.13	23°36'42.2"	76°34'13.09"	Parhana	Sarangpur	Rajgarh		
					1872.98								
56	AP-56	8° 39' 20"	LEFT	DB		96010.11	23°36'51.42"	76°32'49.92"	Barukheri	Sarangpur	Rajgarh		
					2369.60								
57	AP-57	46° 13' 24"	RIGHT	DD		98379.71	23°36'56.78"	76°32'45.57"	Dhanora	Sarangpur	Rajgarh		
					205.50							NH-52	
58	AP-58	7° 42' 32"	LEFT	DB		98585.21	23°37'15.81"	76°32'34.05"	Dhanora	Sarangpur	Rajgarh		
					670.15								

400kV D/C Bhopal - Rajgarh Line SPV : Rajgarh Transmission Limited Angle schedule ROUTE-2 (Blue) Length: 144.697 Km.													
S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
59	AP-59	12° 4' 34"	RIGHT	DD		99255.36	23°37'21.01"	76°32'32.31"	Dhanora	Sarangpur	Rajgarh		
					167.32							Electrified Single Track Railway Line	
60	AP-60	57° 29' 7"	LEFT	DD		99422.68	23°37'29.84"	76°31'57.51"	Dhanora	Sarangpur	Rajgarh		
					1024.71								
61	AP-61	13° 59' 1"	LEFT	DB		100447.39	23°37'31"	76°31'6.63"	Bhurakheri	Sarangpur	Rajgarh		
					1440.86								
62	AP-62	4° 11' 44"	RIGHT	DB		101888.25	23°37'37.5"	76°29'55.17"	Sadashivganj	Sarangpur	Rajgarh		
					2035.15								
63	AP-63	1° 35' 41"	RIGHT	DB		103923.40	23°37'38.16"	76°29'46.61"	Digwar	Sarangpur	Rajgarh		
					243.15							132kV S/C Line	
64	AP-64	9° 1' 16"	RIGHT	DB		104166.55	23°37'55.97"	76°28'29.38"	Digwar	Sarangpur	Rajgarh		
					2256.19								
65	AP-65	3° 54' 7"	LEFT	DB		106422.74	23°38'19.07"	76°26'9.22"	Khaspura	Sarangpur	Rajgarh		
					4035.15								
66	AP-66	6° 41' 57"	RIGHT	DB		110457.89	23°38'59.56"	76°23'43.72"	Byawra Mandu	Sarangpur	Rajgarh		
					4307.15								
67	AP-67	2° 39' 42"	RIGHT	DB		114765.04	23°39'20.53"	76°22'39.2"	Karju	Sarangpur	Rajgarh		
					1938.58								
68	AP-68	3° 14' 4"	LEFT	DB		116703.62	23°39'56.83"	76°20'23.65"	Karju	Moman Badodiya	Shajapur		
					3999.81								
69	AP-69	24° 46' 50"	LEFT	DC		120703.43	23°39'56.18"	76°20'18.85"	Barnawad	Moman Badodiya	Shajapur		
					137.85							132kV S/C Line	
70	AP-70	18° 51' 31"	RIGHT	DC		120841.28	23°40'40.16"	76°15'55.17"	Barnawad	Moman Badodiya	Shajapur		
					7590.84								
71	AP-71	19° 5' 56"	RIGHT	DC		128432.12	23°41'8.22"	76°15'1.07"	Bijnakheri	Moman Badodiya	Shajapur		
					1759.19								
72	AP-72	30° 8' 44"	LEFT	DD		130191.31	23°41'7.15"	76°13'38.51"	Bijnakheri	Moman Badodiya	Shajapur		
					2338.12								
73	AP-73	14° 4' 52"	RIGHT	DB		132529.44	23°41'27.44"	76°12'4.97"	Phavka	Moman Badodiya	Shajapur		

400kV D/C Bhopal - Rajgarh Line SPV : Rajgarh Transmission Limited Angle schedule ROUTE-2 (Blue) Length: 144.697 Km.													
S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
					2722.38								
74	AP-74	3° 56' 7"	LEFT	DB		135251.82	23°41'46.19"	76°10'44.55"	Singawad	Agar	Agar		
					2347.43							220kV D/C Line	
75	AP-75	10° 16' 5"	RIGHT	DB		137599.25	23°42'33.97"	76°8'50.45"	Kanar	Agar	Agar		
					3549.82								
76	AP-76	25° 31' 0"	RIGHT	DC		141149.07	23°43'17.51"	76°7'40.86"	Shivgarh	Agar	Agar		
					2014.15								
77	AP-77	28° 31' 16"	LEFT	DC		143163.22	23°43'24.10"	76° 8'4.71"	Larwan	Agar	Agar		
					1328.14								
78	AP-78	54° 20' 16"	LEFT	DD		144491.36	23°43'39.89"	76° 7'21.05"	Larwan	Agar	Agar		
					142.71								
79	AP-79	14° 56' 38"	LEFT	DD		144634.07	23°43'37.35"	76° 7'16.79"	Larwan	Agar	Agar		
					63.28								
	GANTRY	0° 0' 0"		GANTRY		144697.35	23°43'35.84"	76° 7'15.33"	Larwan	Agar	Agar		
Total Length					144.697								

400kV D/C Bhopal - Rajgarh Line**SPV : Rajgarh Transmission Limited****Angle schedule ROUTE-3 (Green)****Length: 1443.954 Km.**

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
	GANTRY	0° 0' 0"					23°24'5.28"	77°26'42.09"	Agariya	Huzur	Bhopal		
					68.40								
1	AP-1	43° 45' 27"	RIGHT	DD		68.40	23°24'2.08"	77°26'42.01"	Agariya	Huzur	Bhopal		
					127.90								
2	AP-2	30° 47' 37"	RIGHT	DD		196.30	23°23'42.27"	77°26'0.55"	Agariya	Huzur	Bhopal		
					1319.96								
3	AP-3	38° 0' 34"	RIGHT	DD		1516.26	23°23'42.77"	77°26'0.48"	Sumerkheri	Huzur	Bhopal		
					770.71								
4	AP-4	15° 30' 28"	RIGHT	DC		2286.97	23°23'47.69"	77°25'33.89"	Raslakheri	Huzur	Bhopal		
					631.92								
5	AP-5	28° 29' 13"	RIGHT	DD		2918.89	23°23'56.94"	77°25'14.03"	Raslakheri	Huzur	Bhopal		
					204.71							765 kV D/C Line	
6	AP-6	7° 26' 0"	LEFT	DD		3123.60	23°24'2.41"	77°25'9.93"	Raslakheri	Huzur	Bhopal		
					1433.92								
7	AP-7	37° 5' 32"	LEFT	DD		4557.52	23°24'36.96"	77°24'36.05"	Nipaniyan Jat	Huzur	Bhopal		
					1807.97								
8	AP-8	19° 12' 7"	RIGHT	DC		6365.49	23°24'47.92"	77°23'33.51"	Hinotiya	Huzur	Bhopal		
					2519.60								
9	AP-9	17° 54' 3"	LEFT	DC		8885.09	23°25'28.79"	77°22'16.64"	Sagoniya	Huzur	Bhopal		
					3740.27								
10	AP-10	30° 52' 37"	LEFT	DD		12625.36	23°25'54.12"	77°20'7.83"	Kuthar	Huzur	Bhopal		
					200.01							132 kV D/C Line	
11	AP-11	44° 51' 11"	RIGHT	DD		12825.37	23°25'52.02"	77°20'1.18"	Kuthar	Huzur	Bhopal		
					3923.70								
12	AP-12	13° 53' 54"	LEFT	DB		16749.07	23°26'47.93"	77°17'56.95"	Bhungai Jagir	Berasia	Bhopal		
					4368.38								
13	AP-13	10° 3' 17"	LEFT	DB		21117.45	23°27'17.66"	77°15'26.49"	Shahjahanpur	Sehore	Sehore		
					3059.80								

400kV D/C Bhopal - Rajgarh Line

SPV : Rajgarh Transmission Limited

Angle schedule ROUTE-3 (Green)

Length: 1443.954 Km.

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
14	AP-14	12° 52' 36"	LEFT	DB		24177.25	23°27'21.16"	77°13'38.78"	Burhakhera	Sehore	Sehore		
					1711.68								
15	AP-15	36° 25' 8"	RIGHT	DD		25888.93	23°27'10.67"	77°12'39.57"	Barkhera Kharent	Sehore	Sehore		
					1899.89								
16	AP-16	38° 34' 52"	LEFT	DD		27788.82	23°27'37.3"	77°11'39.18"	Barkhera Kharent	Sehore	Sehore		
					1555.31								
17	AP-17	28° 55' 0"	RIGHT	DC		29344.13	23°27'25.61"	77°10'45.88"	Khaikhera	Sehore	Sehore		
					1203.04								
18	AP-18	25° 42' 39"	RIGHT	DC		30547.17	23°27'36.08"	77°10'5.05"	Khaikhera	Sehore	Sehore		
					737.98								
19	AP-19	17° 36' 28"	RIGHT	DD		31285.15	23°27'51.89"	77°9'45.5"	Khaikhera	Sehore	Sehore		
					191.26							765 kV D/C Line	
20	AP-20	40° 30' 6"	LEFT	DD		31476.41	23°27'57.21"	77°9'42.02"	Khaikhera	Sehore	Sehore		
					1981.01								
21	AP-21	9° 23' 47"	LEFT	DB		33457.42	23°28'10.97"	77°8'33.84"	Khaikhera	Sehore	Sehore		
					1096.25								
22	AP-22	9° 37' 24"	LEFT	DB		34553.67	23°28'12.8"	77°7'55.27"	Chhatri	Sehore	Sehore		
					232.55							132 kV D/C Line	
23	AP-23	20° 8' 53"	RIGHT	DC		34786.22	23°28'11.88"	77°7'47.17"	Chhatri	Sehore	Sehore		
					1030.43								
24	AP-24	8° 15' 31"	LEFT	DB		35816.65	23°28'19.69"	77°7'11.81"	Bairagarh	Sehore	Sehore		
					2831.23								
25	AP-25	19° 53' 58"	RIGHT	DC		38647.88	23°28'28"	77°5'32.45"	Bamuliya	Sehore	Sehore		
					574.10								
26	AP-26	20° 12' 44"	LEFT	DC		39221.98	23°28'35.96"	77°5'14.16"	Bamuliya	Sehore	Sehore		
					1658.11								
27	AP-27	20° 51' 11"	LEFT	DC		40880.09	23°28'40.46"	77°4'15.94"	Hingoni	Sehore	Sehore		
					212.97							NH-46	

400kV D/C Bhopal - Rajgarh Line**SPV : Rajgarh Transmission Limited****Angle schedule ROUTE-3 (Green)****Length: 1443.954 Km.**

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
28	AP-28	46° 57' 28"	LEFT	DD		41093.06	23°28'38.7"	77°4'8.79"	Hingoni	Sehore	Sehore		
					1458.42								
29	AP-29	4° 25' 42"	RIGHT	DB		42551.48	23°29'3.02"	77°3'24.68"	Pilukheri	Sehore	Sehore		
					1503.08								
30	AP-30	21° 25' 15"	LEFT	DC		44054.56	23°29'31.32"	77°2'41.52"	Bilheri	Narsinghgarh	Rajgarh		
					2330.29								
31	AP-31	17° 45' 32"	RIGHT	DC		46384.85	23°29'49.6"	77°1'21.81"	Kurawar	Narsinghgarh	Rajgarh		
					199.47							132 kV D/C Line	
32	AP-32	26° 12' 3"	LEFT	DC		46584.32	23°29'53.01"	77°1'15.83"	Kurawar	Narsinghgarh	Rajgarh		
					983.57								
33	AP-33	44° 35' 58"	RIGHT	DD		47567.89	23°29'56.08"	77°0'41.33"	Kurawar	Narsinghgarh	Rajgarh		
					230.92								
34	AP-34	33° 29' 55"	LEFT	DD		47798.81	23°30'1.84"	77°0'36.11"	Kurawar	Narsinghgarh	Rajgarh		
					1163.03								
35	AP-35	17° 7' 34"	LEFT	DC		48961.84	23°30'12.63"	76°59'56.82"	Kurawar	Narsinghgarh	Rajgarh		
					591.78								
36	AP-36	12° 42' 32"	RIGHT	DB		49553.62	23°30'12.46"	76°59'35.95"	Kurawar	Narsinghgarh	Rajgarh		
					1509.71								
37	AP-37	22° 14' 8"	RIGHT	DC		51063.33	23°30'22.82"	76°58'43.96"	Chandbarli	Narsinghgarh	Rajgarh		
					265.80								
38	AP-38	17° 35' 10"	RIGHT	DC		51329.13	23°30'27.72"	76°58'36.25"	Chandbarli	Narsinghgarh	Rajgarh		
					1109.07								
39	AP-39	31° 13' 48"	LEFT	DD		52438.20	23°30'56.13"	76°58'12.19"	Nipaniyachetan	Narsinghgarh	Rajgarh		
					1046.82								
40	AP-40	11° 50' 18"	RIGHT	DB		53485.02	23°31'8.2"	76°57'37.69"	Nipaniyachetan	Narsinghgarh	Rajgarh		
					2464.59								
41	AP-41	16° 28' 33"	LEFT	DC		55949.61	23°31'51.36"	76°56'24.5"	Kathiri	Narsinghgarh	Rajgarh		
					2375.24								

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
42	AP-42	39° 3' 42"	RIGHT	DD		58324.85	23°32'12.8"	76°55'4.07"	Borkhera	Narsinghgarh	Rajgarh		
					171.73							400 kV D/C Line	
43	AP-43	50° 45' 10"	LEFT	DD		58496.58	23°32'17.38"	76°55'0.61"	Borkhera	Narsinghgarh	Rajgarh		
					1244.55								
44	AP-44	39° 14' 36"	RIGHT	DD		59741.13	23°32'20.5"	76°54'16.87"	Borkhera	Narsinghgarh	Rajgarh		
					1166.54								
45	AP-45	22° 12' 26"	LEFT	DC		60907.67	23°32'46.68"	76°53'47.12"	Borkhera	Narsinghgarh	Rajgarh		
					1012.28								
46	AP-46	5° 30' 18"	LEFT	DB		61919.95	23°32'58.71"	76°53'13.9"	Tajipura	Narsinghgarh	Rajgarh		
					1166.37								
47	AP-47	12° 45' 25"	LEFT	DB		63086.32	23°33'9.11"	76°52'34.35"	Tajipura	Narsinghgarh	Rajgarh		
					2118.51								
48	AP-48	16° 48' 53"	RIGHT	DC		65204.83	23°33'12.9"	76°51'19.78"	Rawatpura	Narsinghgarh	Rajgarh		
					1267.65								
49	AP-49	6° 16' 28"	LEFT	DB		66472.48	23°33'27.03"	76°50'37.78"	Rawatpura	Narsinghgarh	Rajgarh		
					1608.32								
50	AP-50	18° 4' 24"	RIGHT	DC		68080.80	23°33'39.36"	76°49'42.66"	Saitkheri	Narsinghgarh	Rajgarh		
					195.00							220 kV D/C line	
51	AP-51	4° 38' 40"	LEFT	DB		68275.80	23°33'42.74"	76°49'36.83"	Saitkheri	Narsinghgarh	Rajgarh		
					2275.41								
52	AP-52	12° 51' 54"	LEFT	DB		70551.21	23°34'16.49"	76°48'25.43"	Khajuri	Narsinghgarh	Rajgarh		
					704.30								
53	AP-53	12° 36'21"	RIGHT	DB		71255.51	23°34'22.13"	76°48'1.36"	Khajuri	Narsinghgarh	Rajgarh		
					3656.07								
54	AP-54	24° 4' 12"	LEFT	DC		74911.58	23°35'15.82"	76°46'6.33"	Bamori	Narsinghgarh	Rajgarh		
					3162.38							NH-765C	
55	AP-55	4° 39' 5"	RIGHT	DB		78073.96	23°35'20.79"	76°44'14.92"	Mirzapur	Sarangpur	Rajgarh		
					151.59							132 kV S/C Line	

400kV D/C Bhopal - Rajgarh Line**SPV : Rajgarh Transmission Limited****Angle schedule ROUTE-3 (Green)****Length: 1443.954 Km.**

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
56	AP-56	5° 30' 41"	LEFT	DB		78225.55	23°35'21.4"	76°44'9.62"	Mirzapur	Sarangpur	Rajgarh		
					1153.82								
57	AP-57	6° 32' 29"	RIGHT	DB		79379.37	23°35'22.64"	76°43'28.94"	Kachhipura	Sarangpur	Rajgarh		
					181.31							132 kV D/C Line	
58	AP-58	13° 35' 4"	RIGHT	DB		79560.68	23°35'23.52"	76°43'22.62"	Kachhipura	Sarangpur	Rajgarh		
					3898.62								
59	AP-59	13° 1' 38"	LEFT	DB		83459.30	23°36'11.04"	76°41'15.14"	Barwankhurram	Narsinghgarh	Rajgarh		
					3087.50								
60	AP-60	9° 22' 14"	LEFT	DB		86546.80	23°36'26.71"	76°39'27.55"	Narayangarh	Sarangpur	Rajgarh		
					153.61							220 kV D/C line	
61	AP-61	3° 53' 5"	RIGHT	DB		86700.41	23°36'26.66"	76°39'22.14"	Narayangarh	Sarangpur	Rajgarh		
					5323.66								
62	AP-62	33° 34' 4"	LEFT	DD		92024.07	23°36'37.17"	76°36'14.66"	Asareta	Sarangpur	Rajgarh		
					134.92							400 kV D/C Line	
63	AP-63	40° 53' 24"	RIGHT	DD		92158.99	23°36'34.96"	76°36'10.67"	Asareta	Sarangpur	Rajgarh		
					4991.99								
64	AP-64	40° 21' 21"	RIGHT	DD		97150.98	23°37'5.33"	76°33'17.58"	Dhanora	Sarangpur	Rajgarh		
					195.47							NH-52	
65	AP-65	23° 45' 22"	LEFT	DC		97346.45	23°37'10.31"	76°33'13.26"	Dhanora	Sarangpur	Rajgarh		
					236.23								
66	AP-66	36° 35' 29"	RIGHT	DD		97582.68	23°37'13.84"	76°33'5.85"	Dhanora	Sarangpur	Rajgarh		
					399.83								
67	AP-67	3° 0' 22"	RIGHT	DD		97982.51	23°37'25.52"	76°32'59.66"	Dhanora	Sarangpur	Rajgarh		
					159.31							Electrified Single track railway Line	
68	AP-68	48° 51' 40"	LEFT	DD		98141.82	23°37'30.28"	76°32'57.46"	Dhanora	Sarangpur	Rajgarh		
					4814.39								
69	AP-69	1° 14' 57"	LEFT	DB		102956.21	23°38'18.9"	76°30'15.99"	Digwar	Sarangpur	Rajgarh		

400kV D/C Bhopal - Rajgarh Line

SPV : Rajgarh Transmission Limited

Angle schedule ROUTE-3 (Green)

Length: 1443.954 Km.

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
					409.53							132 kV S/C Line	
70	AP-70	13° 50' 0"	LEFT	DB		103365.74	23°38'22.76"	76°30'2.16"	Digwar	Sarangpur	Rajgarh		
					3502.54								
71	AP-71	29° 11' 44"	RIGHT	DC		106868.28	23°38'28.71"	76°27'58.72"	Amgarha	Sarangpur	Rajgarh		
					3226.59								
72	AP-72	33° 19' 8"	LEFT	DD		110094.87	23°39'24.58"	76°26'22.35"	Jharniya	Shajapur	Shajapur		
					2118.93								
73	AP-73	26° 25' 30"	RIGHT	DC		112213.80	23°39'23.2"	76°25'7.71"	Byawra Mandu	Agar	Agar		
					1702.02								
74	AP-74	25° 31' 31"	LEFT	DC		113915.82	23°27'21.16"	77°13'38.78"	Byawra Mandu	Agar	Agar		
					1274.50								
75	AP-75	20° 20' 23"	RIGHT	DC		115190.32	23°39'46.63"	76°23'28.4"	Byawra Mandu	Agar	Agar		
					1447.25								
76	AP-76	15° 43' 13"	LEFT	DC		116637.57	23°40'2.78"	76°22'40.43"	Bhawanrasa	Moman Badodiya	Shajapur		
					1978.28								
77	AP-77	15° 42' 16"	RIGHT	DC		118615.85	23°40'7.63"	76°21'30.79"	Adlimkijheri	Moman Badodiya	Shajapur		
					1424.19								
78	AP-78	10° 52' 32"	LEFT	DB		120040.04	23°40'23.5"	76°20'43.56"	Mangliya	Moman Badodiya	Shajapur		
					633.41								
79	AP-79	1° 24' 36"	LEFT	DB		120673.45	23°40'26.78"	76°20'21.48"	Mangliya	Moman Badodiya	Shajapur		
					123.88							132 kV S/C Line	
80	AP-80	5° 11' 29"	RIGHT	DB		120797.33	23°40'27.31"	76°20'17.14"	Mangliya	Moman Badodiya	Shajapur		
					1564.76								
81	AP-81	8° 5' 26"	RIGHT	DB		122362.09	23°40'38.71"	76°19'23.34"	Baraudi	Moman Badodiya	Shajapur		
					5427.99								
82	AP-82	20° 44' 13"	LEFT	DC		127790.08	23°41'42.04"	76°16'24.49"	Dehripal	Moman Badodiya	Shajapur		
					2916.26								
83	AP-83	23° 40' 15"	RIGHT	DC		130706.34	23°41'42.44"	76°14'41.5"	Chak Dehripal	Moman Badodiya	Shajapur		

400kV D/C Bhopal - Rajgarh Line

SPV : Rajgarh Transmission Limited

Angle schedule ROUTE-3 (Green)

Length: 1443.954 Km.

S. No.	Angle Point	Angle of Deviation	Left/Right	Type of Tower	Span Length	Cumulative Length	Latitude	Longitude	Village	Tehsil	District	CROSSING	REMARKS
					4041.81								
84	AP-84	12° 8' 1"	LEFT	DB		134748.15	23°42'35.78"	76°12'31.09"	Kabuli	Agar	Agar		
					2688.46							220 kV D/C line	
85	AP-85	0° 40' 22"	RIGHT	DB		137436.61	23°42'53.6"	76°10'58.15"	Balgaon	Agar	Agar		
					2561.63								
86	AP-86	2° 13' 18"	RIGHT	DB		139998.24	23°43'11.57"	76° 9'29.81"	Karkariya	Agar	Agar		
					3749.35								
87	AP-87	54° 20' 16"	LEFT	DD		143747.59	23°43'39.89"	76° 7'21.05"	Larwan	Agar	Agar		
					142.71								
88	AP-88	14° 56' 38"	LEFT	DD		143890.30	23°43'37.35"	76° 7'16.79"	Larwan	Agar	Agar		
					63.28								
	GANTRY	0° 0' 0"		GANTRY		143953.58	23°43'35.84"	76° 7'15.33"	Larwan	Agar	Agar		
Total Length					143.954								

400kV D/C Bhopal - Rajgarh Transmission Line				
SPV : Rajgarh Transmission Limited				
Details of Village/Tehsil/District				
SL No.	Name of the Villages/Panchayat	Tehsil	District	State
1	Kiratnagar	Huzur	Bhopal	Madhya Pradesh
2	Fatehpur	Huzur	Bhopal	Madhya Pradesh
3	Chanced	Huzur	Bhopal	Madhya Pradesh
4	Agariya	Huzur	Bhopal	Madhya Pradesh
5	Mungaliya khurd	Huzur	Bhopal	Madhya Pradesh
6	Kalyanpur	Huzur	Bhopal	Madhya Pradesh
7	Mungaliya Kot	Huzur	Bhopal	Madhya Pradesh
8	Sumerkheri	Huzur	Bhopal	Madhya Pradesh
9	Khamkhera	Huzur	Bhopal	Madhya Pradesh
10	Raslakheri	Huzur	Bhopal	Madhya Pradesh
11	Golkheri	Huzur	Bhopal	Madhya Pradesh
12	Ganj	Huzur	Bhopal	Madhya Pradesh
13	Bhairanpur	Huzur	Bhopal	Madhya Pradesh
14	Mastipura	Huzur	Bhopal	Madhya Pradesh
15	Intkheri	Huzur	Bhopal	Madhya Pradesh
16	Binapur	Huzur	Bhopal	Madhya Pradesh
17	Chhaper	Huzur	Bhopal	Madhya Pradesh
18	Karhaiya	Huzur	Bhopal	Madhya Pradesh
19	Momanpur	Huzur	Bhopal	Madhya Pradesh
20	Kanera	Huzur	Bhopal	Madhya Pradesh
21	Raypur	Huzur	Bhopal	Madhya Pradesh
22	Nipaniyan Jat	Huzur	Bhopal	Madhya Pradesh
23	Barkhera Kachhi	Huzur	Bhopal	Madhya Pradesh
24	Dupariya	Huzur	Bhopal	Madhya Pradesh
25	Sagoniya	Huzur	Bhopal	Madhya Pradesh
26	Mundiyakhera	Berasia	Bhopal	Madhya Pradesh
27	Jaitpura	Berasia	Bhopal	Madhya Pradesh
28	Gunga	Berasia	Bhopal	Madhya Pradesh
29	Khajuri	Berasia	Bhopal	Madhya Pradesh
30	Hinotiya	Berasia	Bhopal	Madhya Pradesh
31	Ratatal	Huzur	Bhopal	Madhya Pradesh
32	Rozibeh	Huzur	Bhopal	Madhya Pradesh
33	Barkheri Hajjam	Huzur	Bhopal	Madhya Pradesh
34	Shahpur	Huzur	Bhopal	Madhya Pradesh
35	Devpur	Huzur	Bhopal	Madhya Pradesh
36	Kuthar	Huzur	Bhopal	Madhya Pradesh
37	Sukha Nipaniya	Huzur	Bhopal	Madhya Pradesh
38	Chanderi	Huzur	Bhopal	Madhya Pradesh
39	Karaundiya	Berasia	Bhopal	Madhya Pradesh
40	Namdapura	Berasia	Bhopal	Madhya Pradesh
41	Khijrikheri	Berasia	Bhopal	Madhya Pradesh

42	Pardikheri	Berasia	Bhopal	Madhya Pradesh
43	Kutkipura	Berasia	Bhopal	Madhya Pradesh
44	Imliya	Berasia	Bhopal	Madhya Pradesh
45	Chetrawali	Berasia	Bhopal	Madhya Pradesh
46	Bhungai Jagir	Berasia	Bhopal	Madhya Pradesh
47	Bhoj	Huzur	Bhopal	Madhya Pradesh
48	Chanderi	Huzur	Bhopal	Madhya Pradesh
49	Bagoniya	Huzur	Bhopal	Madhya Pradesh
50	Chhinwara	Huzur	Bhopal	Madhya Pradesh
51	Shekhpura	Sehore	Sehore	Madhya Pradesh
52	Patan	Sehore	Sehore	Madhya Pradesh
53	Manpura	Sehore	Sehore	Madhya Pradesh
54	Katpon	Sehore	Sehore	Madhya Pradesh
55	Holiyabhil	Sehore	Sehore	Madhya Pradesh
56	Tekra	Sehore	Sehore	Madhya Pradesh
57	Barkheri	Sehore	Sehore	Madhya Pradesh
58	Tinsal	Sehore	Sehore	Madhya Pradesh
59	kalara	Berasia	Bhopal	Madhya Pradesh
60	Shahjahanpur	Sehore	Sehore	Madhya Pradesh
61	Takiya	Sehore	Sehore	Madhya Pradesh
62	Hathiyakhara	Sehore	Sehore	Madhya Pradesh
63	Hinoti	Sehore	Sehore	Madhya Pradesh
64	Sikandarpur	Sehore	Sehore	Madhya Pradesh
65	Burhakhera	Sehore	Sehore	Madhya Pradesh
66	Rasulpur	Sehore	Sehore	Madhya Pradesh
67	Gyaraspura	Sehore	Sehore	Madhya Pradesh
68	Bhatpura	Sehore	Sehore	Madhya Pradesh
69	Barkhera Kharent	Sehore	Sehore	Madhya Pradesh
70	Chauki	Sehore	Sehore	Madhya Pradesh
71	Mahuakhara	Sehore	Sehore	Madhya Pradesh
72	Kasarkheri	Sehore	Sehore	Madhya Pradesh
73	Wahidganj	Sehore	Sehore	Madhya Pradesh
74	Barkhera Dewa	Sehore	Sehore	Madhya Pradesh
75	Khaikhara	Sehore	Sehore	Madhya Pradesh
76	Ramjhakheri	Sehore	Sehore	Madhya Pradesh
77	Chhatri	Sehore	Sehore	Madhya Pradesh
78	Bairagarh	Sehore	Sehore	Madhya Pradesh
79	Khastakheri	Sehore	Sehore	Madhya Pradesh
80	Bhojakheri	Sehore	Sehore	Madhya Pradesh
81	Pipalkhera	Sehore	Sehore	Madhya Pradesh
82	Pilukheri	Sehore	Sehore	Madhya Pradesh
83	Gopalpur	Sehore	Sehore	Madhya Pradesh
84	Pariyala	Sehore	Sehore	Madhya Pradesh
85	Sewans	Narsinghgarh	Rajgarh	Madhya Pradesh
86	Shivpura	Narsinghgarh	Rajgarh	Madhya Pradesh

87	Turkipura	Narsinghgarh	Rajgarh	Madhya Pradesh
88	Bamuliya	Sehore	Sehore	Madhya Pradesh
89	Pura(Bamuliya)	Sehore	Sehore	Madhya Pradesh
90	Sonti	Sehore	Sehore	Madhya Pradesh
91	Bairagarh Khuman	Sehore	Sehore	Madhya Pradesh
92	Barri	Sehore	Sehore	Madhya Pradesh
93	Hingoni	Sehore	Sehore	Madhya Pradesh
94	Ghatpalasi	Sehore	Sehore	Madhya Pradesh
95	Sonda	Sehore	Sehore	Madhya Pradesh
96	Barnagar	Sehore	Sehore	Madhya Pradesh
97	Bilheri	Narsinghgarh	Rajgarh	Madhya Pradesh
98	Khairkheri	Narsinghgarh	Rajgarh	Madhya Pradesh
99	Gilakheri	Narsinghgarh	Rajgarh	Madhya Pradesh
100	Semalkheri	Narsinghgarh	Rajgarh	Madhya Pradesh
101	Naiheri	Narsinghgarh	Rajgarh	Madhya Pradesh
102	Lasurliya Ramnath	Narsinghgarh	Rajgarh	Madhya Pradesh
103	Kurawar	Narsinghgarh	Rajgarh	Madhya Pradesh
104	Raghokheri	Narsinghgarh	Rajgarh	Madhya Pradesh
105	Lasuriyapatla	Narsinghgarh	Rajgarh	Madhya Pradesh
106	Chandbarli	Narsinghgarh	Rajgarh	Madhya Pradesh
107	Nipaniyachetan	Narsinghgarh	Rajgarh	Madhya Pradesh
108	Banapura	Narsinghgarh	Rajgarh	Madhya Pradesh
109	Lasuriyabhama	Narsinghgarh	Rajgarh	Madhya Pradesh
110	Pugalkheri	Narsinghgarh	Rajgarh	Madhya Pradesh
111	Nipaniyabela	Narsinghgarh	Rajgarh	Madhya Pradesh
112	Sahukheri	Narsinghgarh	Rajgarh	Madhya Pradesh
113	Mongaladip	Narsinghgarh	Rajgarh	Madhya Pradesh
114	Dhankheri	Narsinghgarh	Rajgarh	Madhya Pradesh
115	Lulakhaj	Narsinghgarh	Rajgarh	Madhya Pradesh
116	Kathiri	Narsinghgarh	Rajgarh	Madhya Pradesh
117	Kotri Kalan	Narsinghgarh	Rajgarh	Madhya Pradesh
118	Borkhera	Narsinghgarh	Rajgarh	Madhya Pradesh
119	Bhagwanpura	Narsinghgarh	Rajgarh	Madhya Pradesh
120	Babron	Narsinghgarh	Rajgarh	Madhya Pradesh
121	Laloni	Narsinghgarh	Rajgarh	Madhya Pradesh
122	Pipalkhera	Narsinghgarh	Rajgarh	Madhya Pradesh
123	Subhashnagar	Shujalpur	Shajapur	Madhya Pradesh
124	Gankar Ghat	Shujalpur	Shajapur	Madhya Pradesh
125	Muhammadpur	Shujalpur	Shajapur	Madhya Pradesh
126	Sekhpurbongi	Kalapipal	Shajapur	Madhya Pradesh
127	Khardon Kalan	Kalapipal	Shajapur	Madhya Pradesh
128	Galbi	Kalapipal	Shajapur	Madhya Pradesh
129	Khardon Khurd	Kalapipal	Shajapur	Madhya Pradesh
130	Khairkhari	Kalapipal	Shajapur	Madhya Pradesh
131	Birgari	Narsinghgarh	Rajgarh	Madhya Pradesh

132	Dolatpura	Narsinghgarh	Rajgarh	Madhya Pradesh
133	Banapura	Narsinghgarh	Rajgarh	Madhya Pradesh
134	Bamanpura	Narsinghgarh	Rajgarh	Madhya Pradesh
135	Turkipura	Narsinghgarh	Rajgarh	Madhya Pradesh
136	Tajipura	Narsinghgarh	Rajgarh	Madhya Pradesh
137	Motipura	Narsinghgarh	Rajgarh	Madhya Pradesh
138	Rawatpura	Narsinghgarh	Rajgarh	Madhya Pradesh
139	Hulkheri	Narsinghgarh	Rajgarh	Madhya Pradesh
140	Pipalyabiram	Narsinghgarh	Rajgarh	Madhya Pradesh
141	Kandarakotri	Narsinghgarh	Rajgarh	Madhya Pradesh
142	Umari	Narsinghgarh	Rajgarh	Madhya Pradesh
143	Haliyakeri	Narsinghgarh	Rajgarh	Madhya Pradesh
144	Akkhera	Narsinghgarh	Rajgarh	Madhya Pradesh
145	Saitkheri	Narsinghgarh	Rajgarh	Madhya Pradesh
146	Khajuri	Narsinghgarh	Rajgarh	Madhya Pradesh
147	Bamorasukha	Narsinghgarh	Rajgarh	Madhya Pradesh
148	Buchakheri	Narsinghgarh	Rajgarh	Madhya Pradesh
149	Radhanpura	Narsinghgarh	Rajgarh	Madhya Pradesh
150	Nahli	Narsinghgarh	Rajgarh	Madhya Pradesh
151	Hirapura	Narsinghgarh	Rajgarh	Madhya Pradesh
152	Jangibar	Narsinghgarh	Rajgarh	Madhya Pradesh
153	Lakhakheri	Narsinghgarh	Rajgarh	Madhya Pradesh
154	Piplyatukaj	Narsinghgarh	Rajgarh	Madhya Pradesh
155	Barbeli	Narsinghgarh	Rajgarh	Madhya Pradesh
156	Kansrod	Narsinghgarh	Rajgarh	Madhya Pradesh
157	Pratappura	Narsinghgarh	Rajgarh	Madhya Pradesh
158	Akkheri	Narsinghgarh	Rajgarh	Madhya Pradesh
159	Bamori	Narsinghgarh	Rajgarh	Madhya Pradesh
160	Dhuwankheri	Narsinghgarh	Rajgarh	Madhya Pradesh
161	Ronsala	Narsinghgarh	Rajgarh	Madhya Pradesh
162	Parsukheri	Narsinghgarh	Rajgarh	Madhya Pradesh
163	Gehunkheri	Narsinghgarh	Rajgarh	Madhya Pradesh
164	Mundlareti	Narsinghgarh	Rajgarh	Madhya Pradesh
165	Abdapur	Narsinghgarh	Rajgarh	Madhya Pradesh
166	Barwankhurram	Narsinghgarh	Rajgarh	Madhya Pradesh
167	Kachhipura	Sarangpur	Rajgarh	Madhya Pradesh
168	Mirzapur	Sarangpur	Rajgarh	Madhya Pradesh
169	Talen	Sarangpur	Rajgarh	Madhya Pradesh
170	Burda	Sarangpur	Rajgarh	Madhya Pradesh
171	Rethani	Sarangpur	Rajgarh	Madhya Pradesh
172	Nindrakheri	Sarangpur	Rajgarh	Madhya Pradesh
173	Bani	Sarangpur	Rajgarh	Madhya Pradesh
174	Kurlasa	Sarangpur	Rajgarh	Madhya Pradesh
175	Aluni	Sarangpur	Rajgarh	Madhya Pradesh
176	Saraskheri	Sarangpur	Rajgarh	Madhya Pradesh

177	Koriyakheri	Sarangpur	Rajgarh	Madhya Pradesh
178	Narayangarh	Sarangpur	Rajgarh	Madhya Pradesh
179	Paralya Anjana	Sarangpur	Rajgarh	Madhya Pradesh
180	Para	Sarangpur	Rajgarh	Madhya Pradesh
181	Kalyanpur	Sarangpur	Rajgarh	Madhya Pradesh
182	Burhanpur	Sarangpur	Rajgarh	Madhya Pradesh
183	Lakhakheri	Sarangpur	Rajgarh	Madhya Pradesh
184	Nishana	Sarangpur	Rajgarh	Madhya Pradesh
185	Karondi	Sarangpur	Rajgarh	Madhya Pradesh
186	Akniyakheri	Sarangpur	Rajgarh	Madhya Pradesh
187	Asareta	Sarangpur	Rajgarh	Madhya Pradesh
188	Asaretaravat	Sarangpur	Rajgarh	Madhya Pradesh
189	Sarali	Sarangpur	Rajgarh	Madhya Pradesh
190	Mangiyakheri	Sarangpur	Rajgarh	Madhya Pradesh
191	Guwara	Sarangpur	Rajgarh	Madhya Pradesh
192	Dinganpur	Sarangpur	Rajgarh	Madhya Pradesh
193	Gulavata	Sarangpur	Rajgarh	Madhya Pradesh
194	Tukoganj	Sarangpur	Rajgarh	Madhya Pradesh
195	Mahu Parhena	Sarangpur	Rajgarh	Madhya Pradesh
196	Mahu	Sarangpur	Rajgarh	Madhya Pradesh
197	Barukheri	Sarangpur	Rajgarh	Madhya Pradesh
198	Chatrukheri	Sarangpur	Rajgarh	Madhya Pradesh
199	Dhanora	Sarangpur	Rajgarh	Madhya Pradesh
200	Narayanpur	Sarangpur	Rajgarh	Madhya Pradesh
201	Malharganj	Sarangpur	Rajgarh	Madhya Pradesh
202	Parhana	Sarangpur	Rajgarh	Madhya Pradesh
203	Sadankheri	Sarangpur	Rajgarh	Madhya Pradesh
204	Rampuriya	Sarangpur	Rajgarh	Madhya Pradesh
205	Magrana	Sarangpur	Rajgarh	Madhya Pradesh
206	Kankariya	Sarangpur	Rajgarh	Madhya Pradesh
207	Biloda	Sarangpur	Rajgarh	Madhya Pradesh
208	Bhurakheri	Sarangpur	Rajgarh	Madhya Pradesh
209	Sadashivganj	Sarangpur	Rajgarh	Madhya Pradesh
210	Iklera	Sarangpur	Rajgarh	Madhya Pradesh
211	Nitarli	Sarangpur	Rajgarh	Madhya Pradesh
212	Balori	Sarangpur	Rajgarh	Madhya Pradesh
213	Bignodipura	Sarangpur	Rajgarh	Madhya Pradesh
214	Khaspura	Sarangpur	Rajgarh	Madhya Pradesh
215	Digwar	Sarangpur	Rajgarh	Madhya Pradesh
216	Bilodapal	Sarangpur	Rajgarh	Madhya Pradesh
217	Amgarha	Sarangpur	Rajgarh	Madhya Pradesh
218	Dendi	Sarangpur	Rajgarh	Madhya Pradesh
219	Barbariya	Sarangpur	Rajgarh	Madhya Pradesh
220	Amlavata	Sarangpur	Rajgarh	Madhya Pradesh
221	Dhakni	Sarangpur	Rajgarh	Madhya Pradesh

222	Chapni	Sarangpur	Rajgarh	Madhya Pradesh
223	Dugiya	Sarangpur	Rajgarh	Madhya Pradesh
224	Jharniya	Shajapur	Shajapur	Madhya Pradesh
225	Bideshi	Sarangpur	Rajgarh	Madhya Pradesh
226	Birjipura	Sarangpur	Rajgarh	Madhya Pradesh
227	Byawra Mandu	Sarangpur	Rajgarh	Madhya Pradesh
228	Chaunsla	Moman Badodiya	Shajapur	Madhya Pradesh
229	Dhenka	Moman Badodiya	Shajapur	Madhya Pradesh
230	Mandoda	Moman Badodiya	Shajapur	Madhya Pradesh
231	Gandhinagar(Pikjeri)	Moman Badodiya	Shajapur	Madhya Pradesh
232	Karju	Moman Badodiya	Shajapur	Madhya Pradesh
233	Sarsodiya	Moman Badodiya	Shajapur	Madhya Pradesh
234	Nipaniya	Moman Badodiya	Shajapur	Madhya Pradesh
235	Roliyakheri	Moman Badodiya	Shajapur	Madhya Pradesh
236	Lakshinagar	Moman Badodiya	Shajapur	Madhya Pradesh
237	Mangliya	Moman Badodiya	Shajapur	Madhya Pradesh
238	Adlimkheri	Moman Badodiya	Shajapur	Madhya Pradesh
239	Bhawanrasa	Moman Badodiya	Shajapur	Madhya Pradesh
240	Dungri	Moman Badodiya	Shajapur	Madhya Pradesh
241	Mawana	Moman Badodiya	Shajapur	Madhya Pradesh
242	Khera	Moman Badodiya	Shajapur	Madhya Pradesh
243	Simrol	Moman Badodiya	Shajapur	Madhya Pradesh
244	Barnawad	Moman Badodiya	Shajapur	Madhya Pradesh
245	Govinda	Moman Badodiya	Shajapur	Madhya Pradesh
246	Barbeli	Moman Badodiya	Shajapur	Madhya Pradesh
247	Burlay	Moman Badodiya	Shajapur	Madhya Pradesh
248	Bijnakheri	Moman Badodiya	Shajapur	Madhya Pradesh
249	Baraudi	Moman Badodiya	Shajapur	Madhya Pradesh
250	Chamarpura	Moman Badodiya	Shajapur	Madhya Pradesh
251	Karula	Moman Badodiya	Shajapur	Madhya Pradesh
252	Gondalmau	Moman Badodiya	Shajapur	Madhya Pradesh
253	Dehripal	Moman Badodiya	Shajapur	Madhya Pradesh
254	Chak Dehripal	Moman Badodiya	Shajapur	Madhya Pradesh
255	Parsula	Moman Badodiya	Shajapur	Madhya Pradesh
256	Meghakheri	Moman Badodiya	Shajapur	Madhya Pradesh
257	Phavka	Moman Badodiya	Shajapur	Madhya Pradesh
258	Chomakheri	Moman Badodiya	Shajapur	Madhya Pradesh
259	Borkheri	Moman Badodiya	Shajapur	Madhya Pradesh
260	Madhopur	Agar	Agar	Madhya Pradesh
261	Kanar	Agar	Agar	Madhya Pradesh
262	Singawad	Agar	Agar	Madhya Pradesh
263	Palalkhi	Agar	Agar	Madhya Pradesh
264	Balgaon	Agar	Agar	Madhya Pradesh
265	Khoyriya	Agar	Agar	Madhya Pradesh
266	Kabuli	Agar	Agar	Madhya Pradesh

267	Pariya	Agar	Agar	Madhya Pradesh
268	Surjani	Agar	Agar	Madhya Pradesh
269	Dhanyakheri	Agar	Agar	Madhya Pradesh
270	Lasulriya(Gopal)	Agar	Agar	Madhya Pradesh
271	Damdarn	Agar	Agar	Madhya Pradesh
272	Pachlana	Agar	Agar	Madhya Pradesh
273	Bagawat	Agar	Agar	Madhya Pradesh
274	Arniya	Agar	Agar	Madhya Pradesh
275	Bharka	Agar	Agar	Madhya Pradesh
276	Abhepurkhera	Agar	Agar	Madhya Pradesh
277	Shivgarh	Agar	Agar	Madhya Pradesh
278	Chikliparmar	Agar	Agar	Madhya Pradesh
279	Pachori	Agar	Agar	Madhya Pradesh
280	Pachora	Agar	Agar	Madhya Pradesh
281	Pipalyakumar	Agar	Agar	Madhya Pradesh
282	Jhikriya ka Khera	Agar	Agar	Madhya Pradesh
283	Dudhpura	Agar	Agar	Madhya Pradesh
284	Dudhpurakhera	Agar	Agar	Madhya Pradesh
285	Kasaidehriya	Agar	Agar	Madhya Pradesh
286	Larwan	Agar	Agar	Madhya Pradesh
287	Nanyakheri ka Chak	Agar	Agar	Madhya Pradesh
288	Nanyakheri	Agar	Agar	Madhya Pradesh
289	Pachorachak	Agar	Agar	Madhya Pradesh
290	Karkariya	Agar	Agar	Madhya Pradesh

Comparative Route Statement of Bhopal - Rajgarh 400 KV D/C Transmission lineLength of the Bee line: 139.928 Km.

S. No.	Description	Route-1 (Red)	Route-2 (Blue)	Route-3 (Green)	Remarks
1	Length of the Line	143.415 Km.	144.697 Km.	143.954 Km.	
	Terrain				
2	Plain Terrain	100%	100%	100%	
3	Undulated/Hilly Terrain	0%	0%	0%	
4	Forest Area	Nil	Nil	9.099 Hectare	
5	Non-Forest Area				
6	Number of Angle Point	67	79	88	
7	Number of River/canal crossing	05	05	05	
8	Length of the line in Forest	Nil	Nil	1.978 Km.	
9	Along the route No. of Towns	02	02	02	
10	Defence area	Nil	Nil	Nil	
11	Funnel Area	Nil	Nil	Nil	
12	Historical Monuments	Nil	Nil	Nil	
13	Cultural Monuments	Nil	Nil	Nil	
14	Sanctuaries	Nil	Nil	Nil	
15	Bio-diversity areas	Nil	Nil	Nil	
16	National Parks	Nil	Nil	Nil	
17	Tribal areas	Nil	Nil	Nil	
	Crossings				
18	National Highways	03	03	03	
19	State Highways	01	01	01	
20	Other main / Imp Road	-	-	-	
	Railway				
21	Electrified	01	01	01	
22	Non-Electrified	-	-	-	
	Power Line				
23	800 kV (HVDC)				
24	765 kV	02	02	02	
25	500 kV (HVDC)	-	-	-	
26	400 kV	02	02	02	
27	220 kV	03	03	03	
28	132 kV	07	06	07	
29	House in RoW	Nil	Nil	Nil	



P.C. Tripathi

30	Towns (names)	Kurawar, Talen	Kurawar, Talen	Kurawar, Talen	
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I hereby declare that the above statement made is to the best of my knowledge and nothing is wrongly represented.



Justification statement

We **Rajgarh Transmission Ltd** hereby declare that based on information furnished in comparison statement, the route 1 is found to be most feasible route with minimum environmental impact, minimum angle tower, minimum route length, approachable for construction and O&M point of view, less Right of way issues in comparison to route number 2 and route number 3. Therefore, approval under section 164 of Electricity Act, 2003 may be granted for route number 1.

Proposed transmission scheme /line i.e. route number 1 will pass through, over, around and between the villages published in newspaper and gazette.

The proposed transmission scheme / line is not falling in funnel area of airports or Defense Air Base.



Annexure A-7(Colly)

Amendment –I dated 10.11.2021 on the Request for Proposal Document and Transmission Service Agreement issued for selection of bidder as Transmission Service Provider to establish “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Clause																																								
1.	2.7.1 of RFP	The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline and submit the Technical Bids, in one (1) original plus one (1) copy so as to reach the address specified in Clause 2.9.4 by 1400 hrs. (IST) on <u>11.11.2021</u>	The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline and submit the Technical Bids, in one (1) original plus one (1) copy so as to reach the address specified in Clause 2.9.4 by 1400 hrs. (IST) on <u>26.11.2021</u>																																								
2.	2.7.2 of RFP	Important timelines are mentioned below: <table><tr><th>Date</th><th>Event</th></tr><tr><td>18.10.2021</td><td>Issue of written clarifications and revised RFP documents</td></tr><tr><td>03.11.2021</td><td>Issue of final RFP Project Documents</td></tr><tr><td>11.11.2021</td><td>Submission of Bid (Online submission of Bid through electronic bidding portal and physical submission of Technical Bid))</td></tr><tr><td>11.11.2021</td><td>Opening of Technical Bid</td></tr><tr><td>22.11.2021</td><td>Shortlisting and announcement of Qualified Bidders</td></tr><tr><td>23.11.2021</td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td>24.11.2021</td><td>Electronic auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td>02.12.2021</td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td>13.12.2021</td><td>Signing of RFP Project Documents and transfer of Rajgarh Transmission Limited</td></tr></table>	Date	Event	18.10.2021	Issue of written clarifications and revised RFP documents	03.11.2021	Issue of final RFP Project Documents	11.11.2021	Submission of Bid (Online submission of Bid through electronic bidding portal and physical submission of Technical Bid))	11.11.2021	Opening of Technical Bid	22.11.2021	Shortlisting and announcement of Qualified Bidders	23.11.2021	Opening of Financial Bid - Initial Offer	24.11.2021	Electronic auction (Financial Bid – Final Offer) for the Qualified Bidders.	02.12.2021	Selection of Successful Bidder and issue of LOI	13.12.2021	Signing of RFP Project Documents and transfer of Rajgarh Transmission Limited	Important timelines are mentioned below: <table><tr><th>Date</th><th>Event</th></tr><tr><td>12.11.2021</td><td>Issue of written clarifications and revised RFP documents</td></tr><tr><td>18.11.2021</td><td>Issue of final RFP Project Documents</td></tr><tr><td>26.11.2021</td><td>Submission of Bid (Online submission of Bid through electronic bidding portal and physical submission of Technical Bid))</td></tr><tr><td>26.11.2021</td><td>Opening of Technical Bid</td></tr><tr><td>06.12.2021</td><td>Shortlisting and announcement of Qualified Bidders</td></tr><tr><td>07.12.2021</td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td>08.12.2021</td><td>Electronic auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td>16.12.2021</td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td>27.12.2021</td><td>Signing of RFP Project Documents and transfer of Rajgarh Transmission Limited</td></tr></table>	Date	Event	12.11.2021	Issue of written clarifications and revised RFP documents	18.11.2021	Issue of final RFP Project Documents	26.11.2021	Submission of Bid (Online submission of Bid through electronic bidding portal and physical submission of Technical Bid))	26.11.2021	Opening of Technical Bid	06.12.2021	Shortlisting and announcement of Qualified Bidders	07.12.2021	Opening of Financial Bid - Initial Offer	08.12.2021	Electronic auction (Financial Bid – Final Offer) for the Qualified Bidders.	16.12.2021	Selection of Successful Bidder and issue of LOI	27.12.2021	Signing of RFP Project Documents and transfer of Rajgarh Transmission Limited
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3.	2.8.1 of RFP	The Bidders shall submit the Bid which shall remain valid upto <u>10.05.2022...</u>	The Bidders shall submit the Bid which shall remain valid upto <u>25.05.2022...</u>																																								

Sl. No.	Clause No.	Existing Provisions	New / Revised Clause
4.	2.9.2 of RFP	.... Due for opening on <u>11.11.2021</u>	.... Due for opening on <u>26.11.2021</u>
5.	2.13.1 of RFP	..... Opening of Envelope (Technical Bid): 1430 hours (IST) on <u>11.11.2021</u> . Opening of Initial Offer: Initial Offer shall be opened by the Bid Process Coordinator in presence of the Bid Evaluation Committee at 1430 hours (IST) on <u>23.11.2021</u>	..... Opening of Envelope (Technical Bid): 1430 hours (IST) on <u>26.11.2021</u> . Opening of Initial Offer: Initial Offer shall be opened by the Bid Process Coordinator in presence of the Bid Evaluation Committee at 1430 hours (IST) on <u>07.12.2021</u>
6.	Annexure 23 of RFP	Revised Excel has been emailed to the mailing address of The Contact Person as provided by you in your Response submitted during RFP stage.	Revised Excel has been emailed to the mailing address of The Contact Person as provided by you in your Response submitted during RFP stage.

Amendment-II to RFP Project Documents for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process.

S. No.	Clause No.	Existing Clause	New / Revised Clause																		
1.0	General	<table><tr><th colspan="3">Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I</th></tr><tr><th>S.No.</th><th>Name of Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr><tr><td>1</td><td>Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVA, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220 kV Bus coupler bay- 1 no. 220kV Transfer Bus Coupler (TBC) bay - 1 no. Future provisions: Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main</td><td>18 Months</td></tr></table>	Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I			S.No.	Name of Transmission Element	Scheduled COD in months from Effective Date	1	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVA, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220 kV Bus coupler bay- 1 no. 220kV Transfer Bus Coupler (TBC) bay - 1 no. Future provisions: Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main	18 Months	<table><tr><th colspan="3">Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I</th></tr><tr><th>S.No.</th><th>Name of Transmission Element</th><th>Scheduled COD in months from Effective Date</th></tr><tr><td>1</td><td>Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVA, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220 kV Bus coupler bay- 1 no. 220kV Transfer Bus Coupler (TBC) bay - 1 no. Future provisions: Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main</td><td>18 Months</td></tr></table>	Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I			S.No.	Name of Transmission Element	Scheduled COD in months from Effective Date	1	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVA, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220 kV Bus coupler bay- 1 no. 220kV Transfer Bus Coupler (TBC) bay - 1 no. Future provisions: Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main	18 Months
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Amendment-II to RFP Project Documents for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process.

S. No.	Clause No.	Existing Clause		New / Revised Clause	
			Bus)		Bus)
		2	Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVar switchable line reactors with 400 ohms NGR on each circuit at Pachora end Switchable line Reactors (at Pachora end) –420 kV, 2x80MVar Line reactor bays (at Pachora) – 2 nos	2	Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVar switchable line reactors with 400 ohms NGR on each circuit at Pachora end Switchable line Reactors (at Pachora end) –420 kV, 2x80MVar Line reactor bays (at Pachora) – 2 nos
		3	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)	3	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)
		Note: (i) <i>M/s BDTCL (Bhopal Dhule Transmission Company Limited) to provide space for 2 no. of 400 kV line bays at Bhopal (Sterlite) for termination of Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line.</i> (ii) <i>Space for future provisions for 400 kV line bays to be kept including the space for switchable line reactors.</i> (iii) <i>The implementation of the scheme to be taken up only after grant of LTA at Pachora P.S.</i> (iv) <u>The schedule of implementation of the scheme would be matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.</u>		Note: (i) <i>M/s BDTCL (Bhopal Dhule Transmission Company Limited) to provide space for 2 no. of 400 kV line bays at Bhopal (Sterlite) for termination of Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line.</i> (ii) <i>Space for future provisions for 400 kV line bays to be kept including the space for switchable line reactors.</i> (iii) <i>The implementation of the scheme to be taken up only after grant of LTA at Pachora P.S.</i> (iv) <u>The schedule of implementation of the scheme would be 18 months from the date of transfer of SPV.</u>	

Amendment-II to RFP Project Documents for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process.

S. No.	Clause No.	Existing Clause				New / Revised Clause				
2.0	ANNEXURE 11A – ILLUSTRATION FOR APPLICABLE BOARD RESOLUTION REQUIREMENT S 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 10A)	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	
		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	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from the Bidder	None	
		*****	*****	*****	*****	*****	*****	*****	*****	
3.0	Specific Technical Requirements for Substation	1.1 Insulation Coordination The system design parameters for substations/switchyards shall be as given below:				1.1 Insulation Coordination The system design parameters for substations/switchyards shall be as given below:				
		Sl No	Description of parameters	400/220 kV Pachora SEZ PP	400kV Bhopal (Sterlite) Extn.	Sl No	Description of parameters	400/220 kV Pachora SEZ PP	400kV Bhopal (Sterlite) Extn.	
								400 kV System	220 kV System	400 kV System
		1.	10.	Max. fault current	63 kA	50 kA	63kA
		11.	.....	.....	.....	.....	.....	.....	.....

Amendment-II to RFP Project Documents for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process.

S. No.	Clause No.	Existing Clause					New / Revised Clause				
				400 kV System	220 kV System	400 kV System					
		1.	.....	.....	.....	.....	
		10.	Max. fault current	63 kA	50 kA	<u>50 kA</u>					
		11.	.....	.....	.....	.....	
4.0	Specific Technical Requirements for Substation	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 transmission line capacity.					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 transmission line capacity.				
		Sl. No	Description of bay	400/220 kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.					
				400 kV System	220 kV System	400 kV System					
		1.	Bus Bar	4000 A	4000 A	<u>4000A</u>					
		2.	.....	.....	.....	.....	
		Sl. No	Description of bay	400/220 kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.					
				400 kV System	220 kV System	400 kV System					
		1.	Bus Bar	4000 A	4000 A	<u>Same as existing i.e. 3150 A</u>					
		2.	.....	.....	.....	.....	

Amendment-II to RFP Project Documents for selection of Bidder as Transmission Service Provider to establish Transmission System for “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process.

S. No.	Clause No.	Existing Clause	New / Revised Clause
5.0	Specific Technical requirements for communication	2. (b). TSP shall provide STM-16 (FOTE) equipment with panel supporting minimum ten (10) MSP (Multiplex Section Protection) in combination of two no. of 5 MSP (Multiplex Section Protection) Equipment. Communication Equipment shall be provided with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Pachora SEZ, Bhopal (Sterlite), Agar Solar Park, <u>Shajalpur</u> Solar Park & Other RE Plants.	2. (b). TSP shall provide STM-16 (FOTE) equipment with panel supporting minimum ten (10) MSP (Multiplex Section Protection) in combination of two no. of 5 MSP (Multiplex Section Protection) Equipment. Communication Equipment shall be provided with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Pachora SEZ, Bhopal (Sterlite), Agar Solar Park, <u>Shajapur</u> Solar Park & Other RE Plants.

Amendment –III dated 26.11.2021 on the Request for Proposal Document and Transmission Service Agreement issued for selection of bidder as Transmission Service Provider to establish “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Clause																																				
1.	2.7.1 of RFP	The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline and submit the Technical Bids, in one (1) original plus one (1) copy so as to reach the address specified in Clause 2.9.4 by 1400 hrs. (IST) on <u>26.11.2021</u>	The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline and submit the Technical Bids, in one (1) original plus one (1) copy so as to reach the address specified in Clause 2.9.4 by 1400 hrs. (IST) on <u>10.12.2021</u>																																				
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Amendment –V dated 08.12.2021 on the Request for Proposal Document and Transmission Service Agreement issued for selection of bidder as Transmission Service Provider to establish “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process

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Amendment –VI dated 16.12.2021 on the Request for Proposal Document and Transmission Service Agreement issued for selection of bidder as Transmission Service Provider to establish “Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process

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G R INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN : U45201GJ1995PLC098652

ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidders' Undertakings

Date: 30-November-2021

To,

Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4, Sec – 29 Gurugram – 122 001

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of TSP to establish transmission system for Transmission System for Evacuation of Power from RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh

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 Central Electricity Regulatory Commission (Open Access in Interstate Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 made pursuant to section 177(2) of the Electricity Act, 2003.
3. We give our unconditional acceptance to the RFP dated 09.09.2021 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute the Share Purchase Agreement as per the provisions of this RFP.

CORPORATE OFFICE :

2nd Floor, Novus Tower
Plot No. 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000

HEAD OFFICE :

GR House, Hiranagar, Sector-11
Udaipur, Rajasthan-313002, India
Ph.: +91-294-2487370, 2483033

REGISTERED OFFICE :

Revenue Block No. 223
Old Survey No. 384/1, 384/2, Paiki
and 384/3, Khata No. 464, Kochariya
Ahmedabad, Gujarat-382220, India





GR INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN : U45201GJ1995PLC098652

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 22 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 in original 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 18.2 of the TSA. *(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:

Sr. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor	18 months	27.251%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	Pachora SEZ PP -Bhopal(Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end		69.435%	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)		3.314%	

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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: 18 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. Ratio of minimum and maximum Quoted Transmission Charges during the term of the TSA for which Transmission Charges have been quoted in the format at Annexure 22 of the Bid is not less than zero point seven (0.7) as provided in Clause 2.5.3.
 - b. Further, the Quoted Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.5.1.3) for any Contract Year does not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, for the entire term.
 - c. Financial Bid in the prescribed format of Annexure 22 has been submitted duly signed by the authorized signatory.
 - d. Financial Bid is unconditional.
 - e. 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 Rajgarh 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 TSA, and relevant provisions of TSA 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.



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CIN : U45201GJ1995PLC098652

12. Original power of attorney/ Board resolution as per Clause 2.5.2 is enclosed.

Signature and stamp of any Whole-time Director / Manager (supported by a specific Board Resolution)

For and on behalf of Bidding Company/Consortium

M/s G R Infraprojects Limited

(Signature of authorised signatory)

Name: **Ramesh Chandra Jain**

Designation: **Whole Time Director**

Date: **30-Nov-2021**

Place: **Gurugram**



Common Seal of G R Infraprojects Limited has been affixed in my presence, pursuant to the Board of Director's resolution dated 01st October 2021.

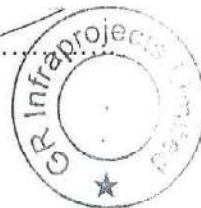
WITNESS

1. (Signature)

Name: **Ashwin Agarwal**
Designation **Assistant General Manager**

2. (Signature)

Name: **Sibanarayan Nayak**
Designation: **President**



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TRANSMISSION SERVICE AGREEMENT

FOR

**PROCUREMENT OF TRANSMISSION
SERVICES**

**FOR TRANSMISSION OF ELECTRICITY
THROUGH TARIFF BASED COMPETITIVE
BIDDING FOR**

TRANSMISSION SYSTEM FOR

**TRANSMISSION SYSTEM FOR
EVACUATION OF POWER FROM RE
PROJECTS IN RAJGARH (2500 MW) SEZ IN
MADHYA PRADESH**

BETWEEN

REWA ULTRA MEGA SOLAR LIMITED

AND

RAJGARH TRANSMISSION LIMITED

02.12.2021



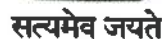
A handwritten signature in blue ink, consisting of a stylized letter 'R' followed by a flourish.

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SCHEDULES

Schedule : 1	List of Long Term Transmission Customers
Schedule : 2	Project Description and Scope of Project
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Schedule : 10	Entire Bid (both financial bid and technical bid) of the Selected Bidder
Schedule : 11	Contract Performance Guarantee
Schedule : 12	Supplementary Agreement



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Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	: IN-DL57802586486821T
Certificate Issued Date	: 01-Dec-2021 02:05 PM
Account Reference	: IMPACC (IV)/ dI916503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL91650308097529003132T
Purchased by	: RAJGARH TRANSMISSION LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAJGARH TRANSMISSION LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: RAJGARH TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

IN-DEL 57802586486821T

THIS TRANSMISSION SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the 2nd of December of Two Thousand and Twenty One

Between:

Persons whose names, addresses and other details are provided in Schedule 1 of this Agreement (collectively referred to as the "Long Term Transmission Customers" and individually referred to as the "Long Term Transmission Customer" respectively), which

**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.

BALGARRH TRANSMISSION LIMITED BALGARRH TRANSMISSION LIMITED BALGARRH TRANSMISSION LIMITED BALGARRH TRANSMISSION LIMITED BALGARRH TRANSMISSION LIMITED

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expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

And

Rajgarh Transmission Limited, incorporated under the Companies Act, 2013, having its registered office at Core-4, Scope Complex, 7, Lodhi Road, New Delhi – 110 003 (herein after referred to as Transmission Service Provider or "TSP" which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

(Each of the "Long Term Transmission Customer" or "Long Term Transmission Customers" 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 issuance of RFP for selecting a Successful Bidder to build, own, operate and maintain the Project comprising of the Elements mentioned in Schedule 2 (hereinafter referred to as the Project)
- B) Pursuant to the said e-Reverse bidding process, the BPC shall identify the Selected Bidder as the TSP, who will be responsible to set up the Project on build, own, operate and maintain basis and to provide Transmission Service to the Long Term Transmission Customers on the terms and conditions contained in this Agreement and the Transmission License.
- C) The Selected Bidder will acquire one hundred percent (100%) of the equity shareholding of Rajgarh 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 Appropriate Commission for setting up the Project on build, own, operate and maintain basis.
- E) The TSP has further agreed to make an application to the Appropriate 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 Long Term Transmission Customers agree, on the terms and subject to the conditions of this Agreement, to use the available transmission capacity of the Project and pay to TSP the Transmission Charges as determined in accordance with the terms of this Agreement.
- G) The terms and conditions stipulated in the Transmission License issued by the Appropriate Commission to the TSP shall be applicable to this Agreement and the

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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 Appropriate Commission shall prevail.

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



ARTICLE: 1**1 DEFINITIONS AND INTERPRETATIONS****1.1 Definitions:**

- 1.1.1 The words/expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued/framed by the Appropriate 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 company of at least twenty six percent (26%) of the voting rights of the other company;

"Agreed Form" in relation to any document shall mean the form of the document most recently agreed to by the Parties and initialled by them for identification;

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

"Appropriate Commission" shall mean the Central Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, or the State Regulatory Commission referred to in Section 82 of the Electricity Act or the


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Joint Commission referred to in Section 83 of the Electricity Act, as the case may be;

"Arbitration Tribunal" shall mean the tribunal constituted under Article 16 of this Agreement;

"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 Appendix -II to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 attached herewith in Schedule 9;

"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 dated 13th April 2006 under Section - 63 of the Electricity Act and 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 India / concerned State Government, responsible for carrying out the process for selection of Transmission Service Provider;

"Business Day" shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the concerned Long Term Transmission Customers' registered office is located;

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


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

"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;

Provided that the COD shall not be a date prior to the Scheduled COD mentioned in the TSA, unless mutually agreed to by all Parties;

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

"Connection Agreement" shall mean the agreement between the CTU/STU 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 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 Termination Notice or a Long Term Transmission Customer'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 Indian Governmental Instrumentality 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 TSA 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, submitted and to be submitted by the TSP or by the Selected


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Bidder on behalf of the TSP to the Long Term Transmission Customers from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 11, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee 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 mean the utility notified by the Central Government under Section-38 of 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 a Long Term Transmission Customer and the TSP or between the Long Term Transmission Customers (jointly) and the TSP, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16;

"Due Date" in relation to any Invoice shall mean the thirtieth (30th) day after the date on which any Invoice is received and duly acknowledged by the Long Term Transmission Customer (or, if that day is not a Business Day, the immediately following Business Day), and by such date, the Invoice is payable by the Long Term Transmission Customer;

"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 Appropriate 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 Substation or switching station or HVDC terminal or inverter station of the Project, which has a separate Scheduled COD as per Schedule 3 of this Agreement and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 6 of this Agreement;



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"Escalable Transmission Charges" shall mean the charges as specified in Schedule 6 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 35 (thirty five) years from the Scheduled 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 Customers;

"Financial Year" shall mean a period of twelve (12) months at midnight Indian Standard Time (IST) between 1st April & 31st March;

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

"GOI" shall mean Government of India;

"Grid Code" / **"IEGC"** or **"State Grid Code"** shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;

"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 Appropriate Commission or tribunal or judicial or quasi-judicial body in India but excluding TSP and Long Term Transmission Customers;

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


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"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's / STU's / Long Term Transmission Customer's substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipments not forming part of the Project;

"Invoice" shall mean a Monthly Transmission Charges Invoice, a Supplementary Invoice or any other Invoice or Bill raised by any of the Parties;

"Invoice Dispute Notice" shall have the same meaning as defined in Article 10.9.2 of this Agreement;

"Late Payment Surcharge" shall have the meaning ascribed thereto in Article 10.8;

"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 Appropriate Commission;

"Lead Long Term Transmission Customer" shall have the meaning as ascribed hereto in Article 18.1.1 of this Agreement;

"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;

"Letter of Credit" or "LC" shall mean an unconditional, irrevocable, revolving Letter of Credit opened by the Long Term Transmission Customer in favour of the TSP with any scheduled bank;

"Lenders" means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI), mutual funds, 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 Long Term Transmission Customers under this Agreement in any manner and shall also does not lead to an increase in the liability of any of the Long Term Transmission Customers;


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

"Long Term Transmission Customer(s)" shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period up to twenty-five (25) years or more, and for the purposes of this Project, shall refer to entities listed in Schedule 1 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;

"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 for the relevant Contract Year as specified in Schedule 5 of this Agreement;

"Monthly Transmission Charges Invoice" or "Monthly Bill" shall mean a monthly invoice comprising the Monthly Transmission Charges, as per Schedule 5 hereof;

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

"Non-Escalable Transmission Charges" shall mean the charges as specified in column (4) of Schedule 6 of this Agreement;

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

"O & M Contractor" shall mean the entity appointed from time to time by the TSP to operate, maintain & repair any of the Element(s) of the Project;

"Open Access Customer" shall mean a consumer permitted by the State Commission to receive supply of electricity from a person other than distribution licensee of his area of supply or a generating company (including captive generating plant) or a licensee, who has availed of or intends to avail of open access;

"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


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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 a Company 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;

"Preliminary Termination Notice" shall mean a Long Term Transmission Customers' Preliminary Termination Notice or TSP's Preliminary Termination Notice, as the case may be, as defined in Article 13 of this Agreement;

"Project" shall mean transmission system for "Transmission System For Evacuation of Power From RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh", as detailed in Schedule 2 of this Agreement;

"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;

"RFP" shall mean Request For Proposal dated 09.09.2021 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of 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. TSA; and
- b. Share Purchase Agreement

"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;


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"Rated Voltage" shall mean the manufacturers design 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 Long Term Transmission Customers;

"Rebate" shall have the meaning as ascribed to in Article 10.7 of this Agreement;

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 3 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 3 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 herewith as Schedule 10 on or prior to the Effective Date;

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

"Short Term Transmission Customer(s)" shall mean a transmission customer other than the Long Term Transmission Customer;

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

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

"STU" 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;

"Successful Bidder" or "Selected Bidder" shall mean the Bidder selected pursuant to the RFP to acquire one hundred percent (100%) equity shares of Rajgarh 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 maintain basis as per the terms of the TSA and other RFP Project Documents;


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"Supplementary Agreement" shall mean the agreement as annexed hereto in Schedule 12 of this Agreement;

"Supplementary Bill" or **"Supplementary Invoice"** shall mean a bill other than a Monthly Bill raised by any of the Parties in accordance with Article 10.10;

"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 Long Term Transmission Customer Termination Notice or TSP Termination Notice, as the case may be given by Parties pursuant to the provisions of Articles 3.3.2, 3.3.4, 13.3 and 13.4 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 Commission, payable to the TSP by the Long Term Transmission Customers, as per the provisions of TSA ;

"Transmission Customer(s)" shall mean any person using the Project, including the Open Access Customers;

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

"Transmission Licensee" shall mean a licensee authorized to establish and operate Transmission Lines by the Appropriate Commission;

"Transmission Lines" shall mean all high pressure cables and overhead lines (not being an essential part of the distribution system of a licensee) transmitting electricity from a generating station to another generating station or a sub-station, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switchgear and other works;

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


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"Transmission Service Provider" or "TSP" shall mean the Rajgarh Transmission Limited, which has executed this Transmission Service Agreement and has been / shall be acquired by the Selected Bidder;

"Transmission System" shall mean a line with associated sub-stations or a group of lines inter-connected together along with associated sub-stations and the term includes equipment associated with transmission lines and sub-stations;

"Unscheduled Interchange" shall have the meaning ascribed thereto in Rule 24 of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2009, as amended from time to time;

"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 a company 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 company;

"Week" means a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

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;


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"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 be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

"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" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, re-organization, dissolution, arrangement, protection or relief of debtors.

- 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.


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- 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 10 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 (f) hereof.


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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 Agreement is executed and delivered by the Parties; and
- b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of REC Power Development and Consultancy Limited in Rajgarh Transmission Limited along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, and
- c. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement.

2.2 Term and Termination:

2.2.1 Subject to Article 2.2.2 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 unless extended by the Appropriate Commission for such period and on such terms and conditions as the Appropriate Commission may specify in this regard in terms of the procedures laid down by the Appropriate Commission for such matters.

2.2.2 This Agreement shall terminate before the Expiry Date:

- a. If a Termination Notice is served in accordance with Article 13
 - i. by the Majority Long Term Transmission Customers following a TSP Event of Default; or
 - ii. by the TSP following the Long Term Transmission Customers' Event of Default;
- b. If the Long Term Transmission Customers or the TSP serves a Termination Notice in accordance with Article 3.3.2 and 3.3.4.

2.3 Conditions prior to the expiry of the Transmission License

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


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- 2.3.2 The TSP shall timely comply with all the requirements as may be laid down by the Appropriate Commission for extension of the term of the Transmission License beyond the initial term of 25 years and the TSP shall keep the Long Term Transmission Customers fully informed about progress on its application for extension of the term of Transmission License.

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations 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 for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 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 18 (Miscellaneous).


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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, on behalf of the TSP shall provide the Contract Performance Guarantee, acquire for the Acquisition Price, one hundred percent (100%) equity shareholding of Rajgarh Transmission Limited from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of Rajgarh Transmission Limited along with all its related assets and liabilities, and apply to the Appropriate Commission for grant of Transmission License.

The Selected Bidder on behalf of the TSP will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rupees Fifteen Crore and Fifteen Lakh only (Rs 15.15 Crore) , which shall be provided separately to each of the Long Term Transmission Customers for the amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees one Lakh (Rs. 100,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up)

- 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, unless such completion is affected due to the Long Term Transmission Customers' failure to comply with their obligations under Article 3.2 of this Agreement or by any Force Majeure Event, or if any of the activities is specifically waived in writing by the Majority Long Term Transmission Customers:

- a. To obtain the Transmission License for the Project from the Appropriate Commission;
- b. To obtain the order for adoption of Transmission Charges by the


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Appropriate Commission, as required under Section 63 of the Electricity Act 2003;

- c. To submit to the Lead Long Term Transmission Customer and CEA the Project Execution Plan, within one hundred and twenty (120) days from the Effective Date. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 3 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, commissioning to commercial operation, necessary to demonstrate a complete and accurate understanding of the Project, as well as the TSP's knowledge of procedures and prevailing conditions in India. Submission of a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;
- d. To achieve Financial Closure;
- e. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents; and
- f. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of towers for the Project and shall have given to such Contractor an irrevocable notice to proceed.

3.2 Satisfaction of conditions subsequent by the Long Term Transmission Customers

- 3.2.1 The Long Term Transmission Customers shall provide, within six (6) months from the Effective Date, an irrevocable letter to the Lenders duly accepting and acknowledging 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 weekly basis, be liable to furnish to the Long Term Transmission Customers additional Contract Performance Guarantee of Rupees One Crore and Ninety Two Lakh Only (Rs 1.92 Crore) within two (2) Business Days of expiry of every such Week. Such additional Contract Performance Guarantee shall be provided to each Long Term Transmission Customer in the manner provided in Article 3.1.1 and shall


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become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. The Long Term Transmission Customers 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 Long Term Transmission Customers in accordance with Article 3.3.1 hereof; or
- (ii) the TSP furnishes additional Performance Guarantee to the Long Term Transmission Customers 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 Majority Long Term Transmission Customers, as per Article 18.1.5, 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 Appropriate Commission and the Lenders' Representative.

3.3.3 If the Long Term Transmission Customers elect to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Long Term Transmission Customers an amount of Rupees Fifteen Crore and Fifteen Lakh only (Rs 15.15 Crore) only as liquidated damages. The Long Term Transmission Customers shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of Rupees Fifteen Crore and Fifteen Lakh only (Rs 15.15 Crore) which shall be provided separately to each of the Long Term Transmission Customers on the basis of their Allocated Project Capacity in MW as on the dated seven (7) days prior to the Bid Deadline, and shall then return the balance Contract Performance Guarantee, if any, to the TSP. If the Long Term Transmission Customers are unable to recover the said amount of Rupees Fifteen Crore and Fifteen Lakh only (Rs 15.15 Crore) or any part thereof from the Contract Performance Guarantee, the shortfall in such amount not recovered from the Contract Performance Guarantee, if any, shall be payable by the TSP to the Long Term Transmission Customers within ten (10) days after completion of the notice period.

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, shall be extended for a period of such


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Force Majeure Event, subject to a maximum extension period of three (3) Months, continuous or non-continuous in aggregate. Thereafter, this Agreement may be terminated by the Majority Long Term Transmission Customers or the TSP on mutually agreeable basis by giving a notice of at least seven (7) days, in writing to the other Party, with a copy to the Appropriate Commission and the Lenders' Representative and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.2.

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. No adjustments to the Transmission Charges shall be allowed on this account.

- 3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Lead Long Term Transmission Customer shall approach the Appropriate Commission within seven (7) days of such termination for further necessary directions as per the provisions of the Electricity Act 2003.

3.4 Progress Reports

The TSP and the Lead Long Term Transmission Customer shall notify one another in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3 and 3.2.


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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 2 of this Agreement in accordance with:
 - i. the Grid Code, the grid connectivity standards applicable to the Transmission Line and the sub-station as per 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) Regulations, 2010, Central Electricity Authority (Grid Standards) Regulations, 2010, Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations, 2011, Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 and as amended from time to time,
 - ii. Prudent Utility Practices and the Law;

not later than the Scheduled COD as per Schedule 3 of this Agreement;
- c. for entering into a Connection Agreement with the CTU/STU (as applicable) 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;


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- g. to provide to the Long Term Transmission Customers with a copy to CEA, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with Agreed Form) to enable the Long Term Transmission Customers / CEA to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities.
- h. To procure the products associated the Transmission System as per provisions of Public Procurement (Preference to Make in India) order issued by Ministry of Power vide order 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 (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

Also, to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, 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 regarding public procurement from a bidder of a country, which shares land border with India.

- i. to comply with all its obligations undertaken in this Agreement.

4.2 Long Term Transmission Customers' obligations in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, Long Term Transmission Customers, at their own cost and expense, undertake to be responsible;

- a. for assisting and supporting the TSP in obtaining the Consents, Clearances and Permits required for the Project and in obtaining any applicable concessions for the Project, by providing letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time;
- b. for arranging and making available the Interconnection Facilities to enable the TSP to connect the Project;
- c. for complying with all their obligations under this Agreement, and
- d. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities.

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


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COD of the Project in accordance with the time schedule specified in Schedule 3 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 prevented from performing its obligations under Article 4.1 (a), (b) and (c) by the stipulated date, due to any Long Term Transmission Customers' Event of Default, the Scheduled COD shall be extended, by a 'day for 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 for day' basis, for a maximum period of one hundred and eighty (180) days. In case the Force Majeure Event continues even after the maximum period of one hundred and eighty (180) days, the TSP or the Majority Long Term Transmission Customers may choose to terminate the Agreement as per the provisions of Article 13.5.
- 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 and the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time, with regard to the metering arrangements for the Project. The TSP shall fully cooperate with the CTU/ STU /RLDC and extend all necessary assistance in taking meter readings.


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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, completing and commissioning each Element of the Project by the Scheduled COD in accordance with 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) Regulations, 2010, Central Electricity Authority (Grid Standards) Regulations, 2010, Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations, 2011, Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 and as amended from time to time, Prudent Utility Practices and other applicable Laws.
- 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 by reason of the unsuitability of the Site or Transmission Line route(s) for whatever reasons. The TSP further acknowledges and agrees that it shall not be entitled to any financial compensation in this regard.
- 5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits relating 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 Article 5.1.1 in particular and shall furnish to the Lead Long Term Transmission Customer promptly with copy/ies of each Consents, Clearances and Permits, which it obtains. The Long Term Transmission Customers shall assist and support the TSP in obtaining the Consents, Clearances and Permits required for the Project and in obtaining any applicable concessions for the Project, by providing letters of recommendation to the concerned Indian Governmental Instrumentality, as may be reasonably required from time to time.
- 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 (if required);
 - (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;


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- (d) seeking access to the Site and other places where the Project is being executed, at its own costs, including payment of any crop 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 Long Term Transmission Customers liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the Long Term Transmission Customers, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with Agreed Form) to enable the Long Term Transmission Customers to monitor and co-ordinate the development of the Project, matching with the Interconnection Facilities.

A copy of such monthly report shall also be sent by the TSP to the CEA.

5.4 Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanlike manner using sound engineering and construction practices, and using only materials and equipment that are new and of international – utility grade quality such that, the useful life of the Project will be till the Expiry Date.

The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Indian Standards and Codes issued by Bureau of Indian Standards and only in case they are not applicable under certain conditions, the other equivalent internationally recognised Standards and Codes shall be followed.



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5.5 Inspection by the Lead Long Term Transmission Customer:

The Lead Long Term Transmission Customer shall designate, from time to time by a written notice to the TSP, at the most three (3) employees from any of the Long Term Transmission Customers, who shall have access at all reasonable times to the Site and to all such places where the Project is being executed for the purpose of inspecting the progress of the Project, at its own cost and expenses.

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 4 of this Agreement

The TSP shall retain at the Site and make available for inspection to the Lead Long Term Transmission Customer 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 CEA. However, such intimation by the CEA and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. CEA 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, it may refer the same to the Appropriate Commission for appropriate action.


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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 RLDC(s), CTU/ STU, as the case may be, the Long Term Transmission Customers 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 be not earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 of this Agreement, unless the Lead Long Term Transmission Customer otherwise agrees.
- 6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be) or the Lead Long Term Transmission Customer may, for reasonable cause, including failure to arrange for Interconnection Facilities as per Article 4.2, 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 30 days. Further, the Scheduled COD would be extended as required, for all such deferments on day for 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 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.

6.2 Commercial Operation:

- 6.2.1 An Element of the Project shall be declared to have achieved COD seventy two (72) hours following the connection of the Element with the Interconnection Facilities 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 or seven (7) days after the date of deferment, if any, pursuant 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


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in Schedule 3 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, shall be eligible for payment of the Monthly Transmission Charges applicable for such Element.

6.3 Liquidated Damages for delay due to Long Term Transmission Customer Event of Default or Direct Non Natural Force Majeure Events or Indirect Non Natural Force Majeure Events or Natural Force Majeure Event (affecting the Long Term Transmission Customer)

- 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 Long Term Transmission Customer(s) of the date of intention to connect the Element(s) of the Project, where such date is on or 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 a Long Term Transmission Customer Event of Default or due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer) provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) has continued for a period of more than three (3) continuous or non-continuous Months, the TSP shall, until the effects of the Long Term Transmission Customer Event of Default or of Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) 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 on account of the Long Term Transmission Customer Event of Default, the Long Term Transmission Customer(s) shall make payment to the TSP of Non Escalable Transmission Charges in proportion to their Allocated Project Capacity, calculated on Target Availability for and during the period of such delay.
- b. In case of delay due to Direct Non Natural Force Majeure Event, the Long Term Transmission Customer(s) shall make payments to the TSP of Non Escalable 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 (d) below.
- c. In case of delay due to Indirect Non Natural Force Majeure Event or


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(Natural Force Majeure Event affecting the Long Term Transmission Customer(s)), the Long Term Transmission Customer(s) shall make payment to the TSP for debt service, subject to a maximum of Non Escalable Transmission Charges calculated on Target Availability, which is due under the Financing Agreements for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (d) below.

- d. 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 Long Term Transmission Customer(s)), the Long Term Transmission Customer(s) shall be liable to make payments mentioned in (b) and (c) above, after commencement of Transmission Service, in the form of an increase in Non Escalable Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event (or Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Long Term Transmission Customer(s) from the TSP.

Provided such increase in Non Escalable Transmission Charges shall be determined by Appropriate Commission on the basis of putting the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (b) and (c) 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 Customer(s) in proportion to their then Allocated Project Capacity.

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 as extended under Articles 4.4.1 and 4.4.2, then the TSP shall pay to the Long Term Transmission Customer(s), as communicated by the Lead Long Term Transmission Customer, in proportion to their Allocated Project Capacity as on the date seven (7) days prior to the Bid Deadline, 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 Long Term Transmission Customers' any rights 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


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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 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 within the said period of ten (10) days, the Long Term Transmission Customers 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 Long Term Transmission Customers under this Article 6.3, the TSP shall be liable to forthwith pay the balance amount.

6.5 Return of Contract Performance Guarantee

6.5.1 If the TSP fails to achieve COD of any of the Elements on their respective Scheduled COD specified in this Agreement, subject to conditions mentioned in Article 4.4, the Long Term Transmission Customers shall have the right to encash the Contract Performance Guarantee and appropriate in their favour as liquidated damages an amount specified in Article 6.4.1, without prejudice to the other rights of the Long Term Transmission Customers under this Agreement.

6.5.2 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Term Transmission Customers 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 3.1.1 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Long Term Transmission Customers, the Long Term Transmission Customers 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 Long Term Transmission Customers 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 Rupees Fifteen Crore and Fifteen Lakh only (Rs 15.15 Crore) or (ii) termination


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of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.

- 6.5.3 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Long Term Transmission Customers under this Agreement.


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ARTICLE: 7**7 OPERATION AND MAINTENANCE OF THE PROJECT****7.1 Operation and Maintenance of the Project:**

- 7.1.1 The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the Indian Electricity Grid Code (IEGC) / State Grid Code (as applicable), Transmission License, directions of National Load Despatch Centre / RLDC / SLDC (as applicable), Prudent Utility Practices, other legal requirements including the terms of Consents, Clearances and Permits and is made available for use by the Transmission Customers as per the provisions of applicable regulations including but not limited to the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008, 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 (Installation and Operation of Meters) Regulations, 2006, and the Central Electricity Authority (Grid Standards) of Operation and Maintenance of Transmission Lines Regulations, 2010 as amended from time to time and provisions of this Agreement..
- 7.1.2 The TSP shall operate and maintain the Project in an efficient, coordinated and economical manner and comply with the directions issued by the National Load Despatch Centre, RLDC or the SLDC, as the case may be, in line with the provisions of the Electricity Act 2003 and Rule 5 of the Electricity Rules, 2005, and as amended from time to time.
- 7.1.3 The TSP shall be responsible to provide non-discriminatory open access to the Project as per the provisions of the Electricity Act 2003, Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 (as amended from time to time) and applicable regulations of the relevant State Electricity Regulatory Commission, as the case may be, as amended from time to time. The Long Term Transmission Customers agree with the TSP to provide such access to the Open Access Customers.
- 7.1.4 If the TSP fails to comply with the directions issued by the Appropriate Commission or the RLDC / SLDC, as the case may be and is liable to pay a penalty under the provisions of the Electricity Act 2003, such penalties shall be borne by the TSP and cannot be claimed from any of the Long Term Transmission Customers.
- 7.1.5 The TSP may, with prior intimation to the Appropriate Commission and the Lead Long Term Transmission Customer, engage in any business for the optimum utilisation of the assets, subject to the provisions of Section 41 of the


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Electricity Act 2003 and Transmission License.

- 7.1.6 The TSP shall abide by the Safety Rules and Procedures during the Operation Period as mentioned in Schedule 4 of this Agreement.

7.2 Scheduled Outage

- 7.2.1 In line with the provisions of the Grid Code, as amended from time to time, the TSP shall provide its annual outage plan, and shall be governed by the decisions of the RPC in this regard.

7.3 Unscheduled Outage

- 7.3.1 In the event of an Unscheduled Outage, the TSP shall inform, in writing to the concerned RLDC/SLDC, as the case may be, and the Lead Long Term Transmission Customer, the reasons and the details of occurrence of such Unscheduled Outage. The TSP shall further inform about, the nature of the work to be carried out, the estimated time required to complete it and the latest time by which in its opinion the work should begin consistent with the Prudent Utility Practices.
- 7.3.2 The TSP shall use its reasonable endeavours consistent with Prudent Utility Practices to carry out the maintenance in minimum time schedule to address such Unscheduled Outage and bring the Element/Project back in operation.


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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 Appendix II of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019, as applicable seven (7) days prior to the Bid Deadline and as appended in Schedule 9

8.2 Target Availability:

The Target Availability of the Project shall be 98%.


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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, Insurances against such risks, with such deductibles 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 Lead Long Term Transmission Customer copies of certificates and policies of the Insurances as soon as they are effected and renewed by or on behalf of the TSP from time to time in 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 to the TSP and the Long Transmission Customers 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.


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9.4 Effect on liability of the Long Term Transmission Customers

- 9.4.1 The Long Term Transmission Customers shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.


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ARTICLE: 10**10 BILLING AND PAYMENT OF TRANSMISSION CHARGES**

10.1 Subject to provisions of this Article 10, the Long Term Transmission Customers shall pay to the TSP, in Indian Rupees, on monthly basis, the Monthly Transmission Charges from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier, in line with the provisions of Schedule 5 of this Agreement.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year shall be calculated in accordance with the provisions of Schedule 5 of this Agreement.

10.3 Incentive Payment

Incentive payment, on account of Availability being more than the Target Availability shall be payable by the Long Term Transmission Customer(s), in line with Clause 1.2.2 of Schedule 5 of this Agreement and shall be paid on an annual basis. The annual incentive amount payable to the TSP shall be shared by the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

10.4 Payment of Penalty

The TSP shall pay a penalty on account of Availability being less than Ninety Five percent (95%) in any Contract Year in respect of the Element(s) having achieved COD or in case of the Project, after COD of the Project, to be computed in line with Clause 1.2.3 of Schedule 5 of this Agreement and paid on an annual basis. This penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

10.5 Delivery of Invoices:**10.5.1 TSP's Invoices**

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


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Customers to the TSP in respect of the immediately preceding month in accordance with this Agreement; and

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

10.5.2 Long Term Transmission Customers Invoices

- a. Long Term Transmission Customers shall (as and when any amount becomes due to be paid by TSP), on the fifth day of the month (or, if such day is not a Business Day, the immediately following Business Day) submit to the TSP an Invoice in the Agreed Form (the "Long Term Transmission Customers Invoice") setting out the computation of any amount that may be payable to it by the TSP for the immediately preceding month pursuant to this Agreement.
- b. Each Long Term Transmission Customer's Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation as the TSP may reasonably require/request, from time to time.

10.6 Payment of Invoices:

- 10.6.1 Pursuant to Article 10.4, any amount payable under an Invoice shall be paid in immediately available and freely transferable clear funds, for value on or before the Due Date, to such account of the TSP or Long Term Transmission Customers as shall have been previously notified to Long Term Transmission Customers or the TSP, as the case may be.

- 10.6.2 Where in respect of any month there is both:

- a. an amount payable by the Long Term Transmission Customers to TSP pursuant to a Monthly Transmission Charge Invoice and
- b. an amount payable by the TSP to Long Term Transmission Customer pursuant to a Long Term Transmission Customer's Invoice as per provisions of this Agreement,

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

- 10.6.3 The Long Term Transmission Customers shall pay the amount payable under the Monthly Transmission Charge Invoice and the Supplementary Bill on the Due Date to such account of the TSP, as shall have been previously notified by


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the TSP to the Long Term Transmission Customers in accordance with Article 10.6.6 below.

10.6.4 All payments made by the Long Term Transmission Customers shall be appropriated by the TSP in the following order of priority:

- i. towards Late Payment Surcharge, payable to the TSP, if any;
- ii. towards earlier unpaid Monthly Transmission Charge Invoice, if any;
- iii. towards earlier unpaid Supplementary Bill, if any;
- iv. towards the then current Monthly Transmission Charge Invoice, if any;
and
- v. towards the then current Supplementary Bill.

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

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

Provided further, the maximum amounts that can be deducted or set-off by all the Long Term Transmission Customers taken together (proportionate to their Allocated Project Capacity in case of each Long Term Transmission Customer) under this Article in a Contract Year shall not exceed Rupees Twelve Crore and Eighty Three Lakh only (Rs 12.83 Crore), except on account of payments under sub Article (i) above.

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


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the details of such account ninety (90) days before the Scheduled COD of the first Element.

10.7 Payment of Rebate:

10.7.1 In case the Long Term Transmission Customer pays to the TSP through any mode of payment in respect of a Monthly Transmission Charge Invoice or Supplementary Bill, the following shall apply:

- a. For payment of Invoices through any mode of payment, a Rebate of 2% shall be allowed on the Monthly Transmission Charge Invoice or Supplementary Bill for payments made in full within one Business Day of the receipt of the Invoice; or
- b. For payment of Invoices subsequently, but within the Due Date, a Rebate of 1% shall be allowed on the payments made in full.
- c. Applicable rate of Rebate at (a) and (b) above shall be based on the date on which the payment has been actually credited to the TSP's account. Any delay in transfer of money to the TSP's account, on account of a statutory holiday, public holiday, or any other reasons shall be to the account of the Long Term Transmission Customers.
- d. No Rebate shall be payable on the bills raised on account of Change in Law relating to taxes, duties and cess;

Provided that if any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice/ Supplementary Bill or part thereof within and including the Due Date, the TSP shall recover such amount as per provisions of Article 10.11.1 (f).

10.8 Surcharge

10.8.1 Any amount due from one Party to the other, pursuant to this Agreement and remaining unpaid for thirty (30) days after the Due Date, shall bear Late Payment Surcharge @ 1.25% per month on the unpaid amount. Such Late Payment Surcharge shall be calculated on simple rate basis and shall accrue from the Due Date until the amount due is actually received by the payee.

10.9 Disputed Invoices

10.9.1 If either Party does not question or dispute an Invoice within thirty (30) days of receiving it, the Invoice shall be considered correct, complete and conclusive between the Parties.

10.9.2 If either Party disputes any item or part of an item set out in any Invoice then that Party shall serve a notice (an "Invoice Dispute Notice") on the other Party setting out (i) the item or part of an item which is in dispute, (ii) its estimate of


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what such item or part of an item should be, (iii) and with all written material in support of its claim.

- 10.9.3 If the invoicing Party agrees to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.9.2, the invoicing Party shall revise such Invoice within seven (7) days of receiving such notice from the disputing Party and if the disputing Party has already made the excess payment, the invoicing Party shall refund to the disputing Party, such excess amount within fifteen (15) days of receiving such notice. In such a case, the excess amount shall be refunded along with interest at the same rate as the Late Payment Surcharge, which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been received as refund.
- 10.9.4 If the invoicing Party does not agree to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.9.2, it shall, within fifteen (15) days of receiving the Invoice Dispute Notice, furnish a notice to the disputing Party providing (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be; and (iii) all written material in support of its counter-claim.
- 10.9.5 Upon receipt of notice of disagreement to the Invoice Dispute Notice under Article 10.9.4, authorised representative(s) or a director of the board of directors/member of board of each Party shall meet and make best endeavours to amicably resolve such Dispute within fifteen (15) days of receiving such notice of disagreement to the Invoice Dispute Notice.
- 10.9.6 If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the Invoice Dispute Notice pursuant to Article 10.9.4, the matter shall be referred to Appropriate Commission for Dispute resolution in accordance with Article 16.
- 10.9.7 If a Dispute regarding a Monthly Transmission Charge Invoice or a Supplementary Invoice is settled pursuant to Article 10.7 or by Dispute resolution mechanism provided in this Agreement in favour of the Party that issues the Invoice Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party or pay as required, within five (5) days of the Dispute either being amicably resolved by the Parties pursuant to Article 10.9.5 or settled by Dispute resolution mechanism, along with interest (at the same rate as Late Payment Surcharge) or Late Payment Surcharge from the date on which such payment had been made to the invoicing Party or the date on which such payment was originally due, as may be applicable.
- 10.9.8 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the concerned Long Term Transmission Customer shall, without prejudice to its right to Dispute, be under an obligation to make payment, of the lower of (a) an amount equal to simple average of last three (3) months Invoices (being the undisputed portion of such three months Invoices) and (b) Monthly


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Invoice which is being disputed, provided such Monthly Invoice has been raised based on the Allocated Project Capacity and in accordance with this Agreement.

10.10 Payment of Supplementary Bill

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

- i. adjustments (if any) required by the Regional Energy Account ; or
- ii. quarterly or annual reconciliation as per Article 10.13; or
- iii. Change in Law as provided in Article 12,

and such Bill shall be paid by the other Party.

10.11 Payment Security Mechanism:

10.11.1 Establishment of Letter of Credit:

- (a) Not later than one (1) Month prior to the Scheduled COD of the first Element of the Project, each Long Term Transmission Customer shall, through a scheduled bank, open a Letter of Credit in favour of the TSP, to be made operative from a date prior to the Due Date of its first Monthly Transmission Charge Invoice under this Agreement and shall be renewed annually.
- (b) The draft of the proposed Letter of Credit shall be provided by each Long Term Transmission Customer to the TSP not later than the Financial Closure of the Project and shall be mutually agreed between the Parties.
- (c) The Letter of Credit shall have a term of twelve (12) Months and shall be for an amount:
 - i. for the first Contract Year or for each subsequent Contract Year, equal to one point one (1.1) times the estimated average Monthly Transmission Charges based on Target Availability of the Elements or Project with Scheduled COD in such Contract Year, as the case may be;
 - ii. Provided that, the TSP shall not make any drawl before the Due Date and shall not make more than one drawal in a month.

Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.11.1, otherwise than by reason of drawal of such Letter of Credit by the TSP, the relevant Long Term Transmission Customer shall restore such


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shortfall within seven (7) days.

- (d) Long Term Transmission Customers shall cause the scheduled bank issuing the Letter of Credit to intimate the TSP, in writing regarding establishing of such Letter of Credit.
- (e) In case of drawal of the Letter of Credit by the TSP in accordance with the terms of this Article 10.11.1, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.
- (f) If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.9.2, the TSP may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Long Term Transmission Customers, an amount equal to such Monthly Transmission Charge Invoice/Supplementary Bill or part thereof plus Late Payment Surcharge, if applicable, in accordance with Article 10.8 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
 - i. a copy of the Monthly Transmission Charge Invoice/Supplementary Bill which has remained unpaid by such Long Term Transmission Customer;
 - ii. a certificate from the TSP to the effect that the Invoice at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date; and
 - iii. calculations of applicable Late Payment Surcharge, if any.

Provided that failure on the part of the TSP to present the documents for negotiation of the Letter of Credit shall not attract any Late Payment Surcharge on the Long Term Transmission Customers.

- (g) Each Long Term Transmission Customer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.
- (h) All costs relating to opening and maintenance of the Letter of Credit shall be borne by the Long Term Transmission Customers. However, the Letter of Credit negotiation charges shall be borne and paid by the TSP.
- (i) If a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of seven (7) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit,


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- (i) the TSP shall issue a notice to such Long Term Transmission Customer within seven (7) days from such period, with a copy to each of the other Long Term Transmission Customers, highlighting the nonpayment of such amount by such Long Term Transmission Customer;
- (ii) If such Long Term Transmission Customer still fails to pay such amount within a period of thirty (30) days after the issue of notice by TSP as mentioned in (i) above, the TSP shall approach the RLDC / SLDC (as the case may be) requesting for the alteration of the schedule of dispatch of the lowest cost power of such Long Term Transmission Customer(s) from the Central Generating Stations, and the RLDC / SLDC shall continue to reschedule the lowest cost power till all the dues of the TSP are recovered;
 - Provided that in this case, the quantum of electricity and the corresponding period in which it would be rescheduled for dispatch shall be corresponding to the amount of default. This electricity will then be dispatched to other utilities by the concerned RLDC/SLDC, as the case may be, during the peak hours, i.e., 7pm to 10 pm. The price of this electricity will be determined as per the UI rate;
 - Provided further that the revenue from such diverted power would be used to pay the dues first of the generating company (which would include the capacity charges as well as the energy charges) and the remainder would be available for covering the default amount and the balance (if any), after recovering both the charges, would be paid to the defaulting Long Term Transmission Customer.

10.12 Payment Intimation

Long Term Transmission Customers shall remit all amounts due under an Invoice raised by the TSP to the TSP's account by the Due Date and notify the TSP of such remittance on the same day. Similarly, the TSP shall pay all amounts due under an Invoice raised by Long Term Transmission Customers by the Due Date to concerned Long Term Transmission Customer's account and notify such Long Term Transmission Customers/s of such payment on the same day.

10.13 Quarterly and Annual Reconciliation

- 10.13.1 Parties acknowledge that all payments made against Monthly Bill(s) and Supplementary Bill(s) shall be subject to quarterly reconciliation at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account Regional


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Energy Account, adjustments in Transmission Charges payments, Rebates, Late Payment Surcharge, Incentive, Penalty, or any other reasonable circumstance as may be mutually agreed between the Parties.

- 10.13.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, is available and has been finally verified and adjusted, the TSP and each Long Term Transmission Customer shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the TSP or Long Term Transmission Customers, as the case may be, shall raise a Supplementary Bill for the payments as may be due as a result of reconciliation for the relevant quarter/ Contract Year and shall make payment of such Supplementary Bill for the adjustments in Transmission Charges payments for the relevant quarter/Contract Year.
- 10.13.3 Interest / Late Payment Surcharge shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16


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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 of the Long Term Transmission Customers or the TSP whose performance has been affected by an event of Force Majeure.

11.2.2 An event of Force Majeure affecting the CTU/STU or any agent of the Long Term Transmission Customers, which has affected the Interconnection Facilities, shall be deemed to be an event of Force Majeure affecting the Long Term Transmission Customers.

11.2.3 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 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:

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,

(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


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of the TSP; or

- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the TSP to perform their obligations 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
- radioactive 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


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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.

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 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 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.


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11.7 Available Relief for a Force Majeure Event

Subject to this Article 11

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) every Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations under 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 Appendix II to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2019, as on seven (7) days prior to the Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Appendix II to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2019, then only the Non Escalable Transmission Charges, as applicable to such Element(s) in the relevant Contract Year, shall be paid by the Long Term Transmission Customers as per Schedule 5, 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 Lead Long Term Transmission Customer may, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Lead Long Term Transmission Customer's personnel with access to the Project to carry out such inspections, subject to the Lead Long Term Transmission Customer's personnel complying with all reasonable safety precautions and standards.


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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 date, which is seven (7) days prior to the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any income to 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;
- 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 Appropriate Commission, under which the Transmission License for the Project was granted if made applicable by such Appropriate Commission to the TSP;
- any change in the Acquisition Price; 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. on account of regulatory measures by the Appropriate Commission including calculation of Availability; and
- b. in any tax applied on the income or profits of the TSP.


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12.2 Relief for Change in Law**12.2.1 During Construction Period:**

During the Construction Period, the impact of increase/decrease in the cost of the Project in the Transmission Charges shall be governed by the formula given below:

- For every cumulative increase/decrease of each Rupees One Crore and Eighty Eight Lakh Only (Rs. 1.88 Crore) in the cost of the Project up to the Scheduled COD of the Project, the increase/decrease in Non-Escalable Transmission Charges shall be an amount equal to Zero Point Three One Three percent (0.313%) of the Non-Escalable Transmission Charges.

12.2.2 During the Operation Period:

During the Operation Period, the compensation for any increase/decrease in revenues shall be determined and effective from such date, as decided by the Appropriate Commission whose decision shall be final and binding on both the Parties, subject to rights of appeal provided under applicable Law.

Provided that the above mentioned compensation shall be payable only if the increase/decrease in revenues or cost to the TSP is in excess of an amount equivalent to one percent (1%) of Transmission Charges in aggregate for a Contract Year.

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 Customers and the Appropriate Commission documentary proof of such increase/decrease in cost of the Project/revenue for establishing the impact of such Change in Law.

12.2.4 The decision of the Appropriate Commission, with regards to the determination of the compensation mentioned above in Articles 12.2.1 and 12.2.2, and the date from which such compensation shall become effective, shall be final and binding on both the Parties subject to rights of appeal provided under applicable Law.

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 Lead Long Term Transmission Customer of such Change in Law as soon as reasonably practicable after becoming aware of the same.


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12.3.2 The TSP shall also be obliged to serve a notice to Lead Long Term Transmission Customer 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 effect on the TSP.

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through Supplementary Bill as mentioned in Article 10.10. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Monthly Invoice to be raised by the TSP after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.


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ARTICLE: 13**13 EVENTS OF DEFAULT AND TERMINATION****13.1 TSP 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 a breach by the Long Term Transmission Customers of their obligations under this Agreement, the Long Term Transmission Customers Event of Default 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 Lead Long Term Transmission Customer in this regard;
- b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD;
- 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


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- 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 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 Appropriate Commission as per the provisions of Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2009 or as amended from time to time; or

- e. Revocation of the Transmission License of TSP; or
- f. Non-payment of i) an amount exceeding Rupees Fifty (50) lakhs required to be paid to the Long Term Transmission Customers under this Agreement within three (3) months after the Due Date of an undisputed Invoice raised by the said Long Term Transmission Customer(s) on the TSP or ii) an amount up to Rupees Fifty (50) lakhs required to be made to the Long Term Transmission Customers under this Agreement within six (6) months after the Due Date of an undisputed Invoice; or
- g. Failure on the part of the TSP to comply with the provisions of Article 18.2 of this Agreement; or
- h. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Lead Long Term Transmission Customer in this regard; or
- i. 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
- j. 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


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- k. the TSP fails to complete/fulfil all the activities/conditions within the specified period as per Article 3 ; or
- l. except where due to any Long Term Transmission Customer's failure to comply with its obligations, 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 Majority Long Term Transmission Customers; or
- m. 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 Long Term Transmission Customers' Event of Default

The occurrence and continuation of any of the following events shall constitute a Long Term Transmission Customers' Event of Default, unless any such Long Term Transmission Customers' Event of Default occurs as a result of a breach by the TSP of its obligations under this Agreement, a TSP Event of Default or a Force Majeure Event:

- a. a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of ninety (90) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit; or
- b. the Long Term Transmission Customer repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the TSP in this regard; or
- c. except where due to the TSP's failure to comply with its obligations, the Long Term Transmission Customers are in material breach of any of their obligations under this Agreement and such material breach is not rectified by the Long Term Transmission Customer within thirty (30) days of receipt of notice in this regard from the TSP to all the Long Term Transmission Customers; or
- d. any of the representations and warranties made by the Long Term Transmission Customers in Article 17 of this Agreement being found to be untrue or inaccurate; or
- e. If:
 - i. any Long Term Transmission Customer 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


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- ii. any winding up or bankruptcy or insolvency order is passed against the Long Term Transmission Customer; or
- iii. the Long Term Transmission Customer 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 it shall not constitute a Long Term Transmission Customer Event of Default where such dissolution or liquidation of such Long Term Transmission Customer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement, similar to such Long Term Transmission Customer and expressly assumes all obligations of such Long Term Transmission Customer under this Agreement and is in a position to perform them;

13.3 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 Majority Long Term Transmission Customers, through the Lead Long Term Transmission Customer, may serve notice on the TSP, with a copy to the Appropriate Commission and the Lenders' Representative, of their intention to terminate this Agreement (a "Long Term Transmission Customer's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Long Term Transmission Customer's Preliminary Termination Notice.
- b. Following the issue of a Long Term Transmission Customer'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 under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Lead Long Term Transmission Customer.
- d. Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Long Term Transmission Customers Preliminary Termination Notice shall have ceased to exist or shall have been remedied, the Long Term Transmission Customers may terminate this Agreement by giving written notice of thirty (30) days ("Long Term Transmission Customers'


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Termination Notice”) to the TSP, with a copy to the Lenders’ Representative and the Appropriate Commission. Unless the Lenders have exercised their rights of substitution as per the provisions of Article 15.3 of this Agreement and the Appropriate Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Appropriate Commission, this Agreement shall terminate on the date of expiry of such Long Term Transmission Customers’ Termination Notice. Upon termination of the Agreement, the Lead Long Term Transmission Customer shall approach the Appropriate Commission seeking revocation of the Transmission License and further action as per the provisions of the Electricity Act, 2003.

13.4 Termination Procedure for Long Term Transmission Customers Event of Default

- a. Upon the occurrence of a Long Term Transmission Customers Event of Default under Article 13.2, the TSP may serve notice on Long Term Transmission Customers, with a copy to the Appropriate Commission and the Lenders’ Representative, of its intention to terminate this Agreement (a “TSP’s Preliminary Termination Notice”), which notice shall specify in reasonable detail the circumstances giving rise to such TSP’s Preliminary termination Notice.
- b. Following the issue of a TSP’s Preliminary Termination 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 Event of Default 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 under this Agreement.
- e. Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed or the circumstances giving rise to the TSP Preliminary Termination Notice shall have ceased to exist or shall have been remedied, the TSP may terminate this Agreement by giving written notice of thirty (30) days (“TSP’s Termination Notice”) to the Lead Long Term Transmission Customer, with a copy to the Lenders’ Representative and the Appropriate Commission. Unless the Lenders have exercised their rights for substitution as per provisions of Article 15.3 of this Agreement and the Appropriate Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Appropriate Commission, this Agreement shall terminate on the date of expiry of such Termination Notice.


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13.5 Termination due to Force Majeure

In case the Parties could not reach an agreement pursuant to Article 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, either Party shall have the right to cause termination of the Agreement. The Long Term Transmission Customers shall also have the right to cause termination of the Agreement and to approach the Appropriate Commission to seek further directions in this regard. In such an event, subject to the terms and conditions of the

Financing Agreements, this Agreement shall terminate on the date of such Termination Notice. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.2.

- 13.5.1 In case of termination of this Agreement, the TSP shall provide to the Lead Long Term Transmission Customer 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 Long Term Transmission Customers within 30 (thirty) days of Termination Notice.

13.6 Revocation of the Transmission License

- 13.6.1 The Appropriate Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the TSP. In the event of the revocation of the Transmission License, the Appropriate Commission would take necessary steps as per the provisions of the Electricity Act, 2003. Further the Long Term Transmission Customers reserve the right to terminate the Agreement in the event of the revocation of the Transmission License of the TSP by the Appropriate Commission.


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ARTICLE: 14**14 LIABILITY AND INDEMNIFICATION****14.1 Indemnity**

14.1.1 The TSP shall indemnify, defend and hold each Long Term Transmission Customer harmless against:

- (a) any and all third party claims, actions, suits or proceedings against the Long Term Transmission Customers 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 breach of statutory duty on the part of Long Term Transmission Customers, its contractors, servants or agents; and
- (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Long Term Transmission Customers 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 breach of statutory duty on the part of Long Term Transmission Customers, its contractors, servants or agents or
 - ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 Each of the Long Term Transmission Customers shall 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 a breach by the Long Term Transmission Customers of any of their 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 breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and


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- (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. a breach by the Long Term Transmission Customers of any of their obligations under this Agreement (Provided that this Article 14 shall not apply to such breaches by Long Term Transmission Customers, 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 Long Term Transmission Customers under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

- (a) The TSP shall, subject to the Long Term Transmission Customers compliance with Article 14.2.1 (b), indemnify and hold harmless the Long Term Transmission Customers 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 Long Term Transmission Customers 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 Long Term Transmission Customers arising out of the matters referred to in Article 14.2.1 (a), the Lead Long Term Transmission Customer 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 Lead Long Term Transmission Customer of all actions taken in such proceedings or claims.


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- (c) If the TSP fails to notify the Lead Long Term Transmission Customer within twenty-eight (28) days after receipt of such notice from the Long Term Transmission Customers under Article 14.2.1 (b) above, that it intends to attend any such proceedings or claim, then the Long Term Transmission Customers 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 Lead Long Term Transmission Customer within the twenty eight (28) days period, the Lead Long Term Transmission Customer shall make no admission that may be prejudicial to the defence of any such proceedings or claims.
- (d) The Lead Long Term Transmission Customer 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 Long Term Transmission Customers, 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 Lead Long Term Transmission Customer a notice thereof, and the Long Term Transmission Customers 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 Lead Long Term Transmission Customer shall promptly notify the TSP of all actions taken in such proceedings or claims.
- (c) If the Lead Long Term Transmission Customer 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 Customers. Unless the Lead Long Term Transmission Customer 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.


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- (d) The TSP shall, at the Long Term Transmission Customers request, afford all available assistance to the Long Term Transmission Customers in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission Customers 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. 2.57 Crore (Rupees Two Crore and Fifty Seven Lakh Only). With respect to each Long Term Transmission Customer, the above limit of Rs. 2.57 Crore (Rupees Two Crore and Fifty Seven Lakh Only) shall be divided in the ratio of their Allocated Project Capacity, as existing on the date of the indemnity claim.

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 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.


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- 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 Long Term Transmission Customers 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 Long Term Transmission Customers, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.
- 14.5.2 The Long Term Transmission Customers 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 Long Term Transmission Customers, or any Affiliate of Long Term Transmission Customers 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.


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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 15.2.4.

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, Letter of Credit or the other 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 carrying out 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 carrying out the Project; or
 - c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP carrying out the Project.
- 15.2.4 Neither the TSP nor any of the Long Term Transmission Customers can relinquish or transfer its rights and obligations, without prior approval of the Appropriate Commission.


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15.3 Substitution Rights of the Lenders

- 15.3.1 The TSP would need to operate and maintain the Project under the provisions of the Transmission License granted by the Appropriate Commission and the provisions of this Agreement and can not 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 Appropriate Commission.
- 15.3.2 However, in the case of default by the TSP in debt repayments, the Appropriate 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 Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2009 or as amended from time to time.


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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 New Delhi, India.

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:**16.3.1 Where any Dispute**

- i. arises from a claim made by any Party regarding any provisions of this Agreement, , or


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- ii. relates to any matter agreed to be referred to the Appropriate Commission, including those under Articles, 2.2.1, 2.3.1, 3.3.5, 5.1.2, 7.1.4, 7.1.5, 9.3.3, 10.9.6, 12.1.1, 12.2, 13, 15.2.4, 15.3, 16.3.3, and 18.17.1 hereof,

such Dispute shall be submitted to adjudication by the Appropriate Commission.

Appeal against the decisions of the Appropriate Commission shall be admissible only as per the provisions of the Electricity Act, 2003, as amended from time to time.

- 16.3.2 The obligations of the Long Term Transmission Customers under this Agreement towards the TSP shall not be affected in any manner by reason of inter-se disputes amongst the Long Term Transmission Customers.
- 16.3.3 Where any dispute is referred by the Appropriate Commission to be settled through arbitration process, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article.
 - (i) The Arbitration Tribunal shall consist of three arbitrators to be appointed in accordance with the Indian Council of Arbitration Rules
 - (ii) The place of arbitration shall be New Delhi, India. The language of the arbitration shall be English.
 - (iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
 - (iv) The award shall be enforceable in any court having jurisdiction, subject to the applicable Laws.
 - (v) The provisions of this Article shall survive the termination of this Agreement for any reason whatsoever.

16.4 Parties to Perform Obligations:

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


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ARTICLE: 17**17 REPRESENTATION AND WARRANTIES****17.1 Representation and warranties of the Long Term Transmission Customers**

17.1.1 Each Long Term Transmission Customer 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 has been duly authorized to execute and consummate this Agreement;
- b. This Agreement is enforceable against the said Long Term Transmission Customer in accordance with its terms;
- c. The consummation of the transactions contemplated by this Agreement on the part of said Long Term Transmission Customer 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 said Long Term Transmission Customer is a Party or to which the said Long Term Transmission Customer is bound, which violation, default or power has not been waived;
- d. The said Long Term Transmission Customer is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the said Long Term Transmission Customer;
- e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the said Long Term Transmission Customer's knowledge, threatened in writing against the said Long Term Transmission Customer 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 judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement;


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- 17.1.2 Each of the said Long Term Transmission Customer makes all the representations and warranties above to be valid as on the date of this Agreement.

17.2 Representation and Warranties of the TSP:

- 17.2.1 The TSP hereby represents and warrants to and agrees with the Long Term Transmission Customers as follows and acknowledges and confirms that the Long Term Transmission Customers 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.
- f. deleted.
- g. The TSP makes all the representations and warranties above to be valid as on the date of this Agreement.

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


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ARTICLE: 18

18 MISCELLANEOUS PROVISIONS

18.1 Lead Long Term Transmission Customer:

18.1.1 The Long Term Transmission Customers hereby appoint and authorise "Rewa Ultra Mega Solar Limited" [hereinafter referred to as the "Lead Long Term Transmission Customer"] to represent all the Long Term Transmission Customers for discharging the rights and obligations of the Long Term Transmission Customers, which are required to be undertaken by all the Long Term Transmission Customers. All the Long Term Transmission Customers shall follow and be bound by the decisions of the Lead Long Term Transmission Customer on all matters specified in the Schedule 8 of this Agreement. Accordingly, each Long Term Transmission Customer agrees that any decision, communication, notice, action or inaction of the Lead Long Term Transmission Customer on such matters shall be deemed to have been on its/his behalf and shall be binding on each of the Long Term Transmission Customer. The TSP shall be entitled to rely upon any such action, decision or communication or notice from the Lead Long Term Transmission Customer. It is clarified that provisions under this Article 18.1 are not intended to and shall not render the Lead Long Term Transmission Customer liable to discharge Transmission Charges payments due to TSP from the other Long Term Transmission Customers.

18.1.2 The Long Term Transmission Customers hereby also appoint and authorise "_____" [hereinafter referred to as the "Alternate Lead Long Term Transmission Customer"], to act as Lead Long Term Transmission Customer as per the provisions of this Article 18.1.2, on the occurrence of any Event of Default specified in Article 13 by the Lead Long Term Transmission Customer. In such an event, the TSP may, at its option, within a period of fifteen (15) days from the date of issue of the TSP's Preliminary Termination Notice referred to in Article 13 and if the said default by the Lead Long Term Transmission Customer subsists, specify in writing to all the Long Term Transmission Customers that the Alternate Lead Long Term Transmission Customer shall thereafter act as the Lead Long Term Transmission Customer. In such a case, if the TSP so notifies, the Alternate Lead Long Term Transmission Customer shall, thereafter, act as Lead Long Term Transmission Customer for the purposes of this Agreement, and the Lead Long Term Transmission Customer earlier appointed under Article 18.1.1 shall automatically cease to be the Lead Long Term Transmission Customer. It is clarified that all decisions taken by the "Rewa Ultra Mega Solar Limited" appointed under Article 18.1.1, in its capacity as Lead Long Term Transmission Customer before such change, shall continue to be valid, in accordance with this Agreement.

18.1.3 In the event of "_____" becoming the Lead Long Term Transmission


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Customer as per Article 18.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than "Rewa Ultra Mega Solar Limited" appointed under Article 18.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter the provisions of Article 18.1.2 shall be applicable.

- 18.1.4 Notwithstanding anything contained above, any decision which is required to be taken by the Long Term Transmission Customers jointly under the provisions of Article 13, shall be taken by all the Long Term Transmission Customers and in case of difference amongst the Long Term Transmission Customers, the said decision shall be taken by the Majority Long Term Transmission Customers, as defined in Article 18.1.5 below.
- 18.1.5 Any decision taken by Long Term Transmission Customers, who taken together constitute sixty five percent (65%) of the Allocated Project Capacity and constitute in number at least fifty percent (50%) of the total number of Long Term Transmission Customers (hereinafter referred to as "Majority Long Term Transmission Customers"), shall be binding on the Lead Long Term Transmission Customer and all other Long Term Transmission Customers. Majority Long Term Transmission Customers shall also have the right to replace the Lead Long Term Transmission Customer by any other Long Term Transmission Customer of their choice. All decisions taken by the Majority Long Term Transmission Customers in this Agreement shall be conveyed by the Lead Long Term Transmission Customer.

18.2 Equity Lock-in Commitment:

The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of Rajgarh Transmission Limited shall not be less than Fifty-one percent (51%) up to a period of (1) one 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 in (a) and (b) 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.

- 18.2.1 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, subject to the second proviso to Article 18.2.1, then such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in Rajgarh Transmission Limited to another Affiliate or


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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.

18.2.2 Subject to Article 18.2.1, all transfer(s) of shareholding of Rajgarh Transmission Limited by any of the entities referred to in Article 18.2.1 and 18.2.2 above, shall be after prior written permission from the Lead Long Term Transmission Customer.

18.2.3 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 Rajgarh 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 Rajgarh Transmission Limited, then holding of Selected Bidder A in Rajgarh 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 Rajgarh Transmission Limited, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in Rajgarh Transmission Limited shall be fifteen percent (15%), (i.e., $30\% \times 50\%$)

18.2.4 The provisions as contained in this Article 18.2 shall override the terms of the consortium agreement submitted as part of the Bid.

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

18.3 Language:

18.3.1 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.

18.3.2 If any of the agreements, correspondence, communications or documents are


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

18.4 Affirmation

The TSP and the Long Term Transmission Customers, 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 Long Term Transmission Customers hereby undertake not to engage in any similar acts during the Term of Agreement.

18.5 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.

18.6 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.

18.7 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations 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.

18.8 Nomination Restriction

Notwithstanding anything contained to the contrary in this Agreement, wherever a reference is made to the right of a Long Term Transmission Customer to nominate a third Party to receive benefits under this Agreement, such Third Party shall have a financial standing comparable to that of the Long Term Transmission Customer in question.


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18.9 Commercial Acts

The Long Term Transmission Customers and the TSP unconditionally and irrevocably agree that the execution, delivery and performance by each of them of this Agreement and any other RFP Project Document to which it is a Party constitute private and commercial acts rather than public or governmental acts;

18.10 Restriction of Shareholders/Owners Liability

18.10.1 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.

18.10.2 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.

18.11 Taxes and Duties:

18.11.1 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.

18.11.2 Long Term Transmission Customers shall be indemnified and held harmless by the TSP against any claims that may be made against Long Term Transmission Customers in relation to the matters set out in Article 18.11.1.

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

18.12 No Consequential or Indirect Losses

The liability of the TSP and the Long Term Transmission Customers shall be limited to that explicitly provided in this Agreement.

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

18.13 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.


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18.14 Confidentiality

18.14.1 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 any of the Long Term Transmission Customers may at any time, disclose the terms and conditions of the Agreement and the RFP Project Documents to any person, to the extent stipulated under the Law and the Competitive Bidding Guidelines.

18.15 Order of priority in application:

In case of inconsistencies between the terms and conditions stipulated in Transmission License issued by Appropriate Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed there under, 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 there under,
- this Agreement.

18.16 Independent Entity:

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

18.16.2 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 Long Term Transmission Customers


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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 Long Term Transmission Customers.

18.17 Amendments:

- 18.17.1 This Agreement may only be amended or supplemented by a written agreement between the Parties and after obtaining approval of the Appropriate Commission, where necessary.

18.18 Waiver:

- 18.18.1 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:
- 18.18.2 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.

18.19 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.

18.20 Entirety:

- 18.20.1 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.
- 18.20.2 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 Long Term Transmission Customers by the TSP shall stand superseded and abrogated.

18.21 Notices:

- 18.21.1 All notices or other communications which are required to be given under this


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Agreement shall be in writing and in the English language

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

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

- 18.21.3 If to the Long Term Transmission Customers, 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) Rewa Ultra Mega Solar Limited

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

URJA BHAWAN, Shingli
 BPL - 462016
 MR. AVANISH SHUKLA
 shumsinfo@mprscl.com
 0755-2556256, 9980002
 Rewa Ultra Mega Solar Limited
 Nagar, Link Rd No. 2

- 18.21.4 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.
- 18.21.5 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.

18.22 Fraudulent and Corrupt Practices

- 18.22.1 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 Long Term Transmission Customer(s) 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 Long Term Transmission Customer(s) shall forfeit the Contract Performance Guarantee, without prejudice to any other right or

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remedy that may be available to the Long Term Transmission Customer(s) hereunder or subsistence otherwise.

18.22.2 Without prejudice to the rights of the Long Term Transmission Customer(s) under Clause 18.22.1 hereinabove and the rights and remedies which the Long Term Transmission Customer(s) may have under this Agreement, if a TSP is found by the Long Term Transmission Customer(s) 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 TSA, the Long Term Transmission Customer(s) may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP shall not be eligible to participate in any tender or RFP issued by the Long Term Transmission Customer(s) during a period of 2 (two) years from the date such TSP is found by the Long Term Transmission Customer(s) 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.

18.22.3 For the purposes of this Clause 18.22, 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 TSA 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 TSA, as the case may be, any person in respect of any matter relating to the Project or the LoI or the TSA, 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;


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(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;

18.23 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 Rajgarh
Transmission Limited**

[Signature]

Name:

Designation:

Address:


P. Baburaj
Chairman
Core-4, Scope Complex, 7
Lodhi Road, ND-110003

**2. For and on behalf of Rewa Ultra Mega
Solar Limited**

[Signature]

Name: MR. AVANDESH SHUKLA

Designation: EXECUTIVE ENGINEER

Address: RUMS, URJA BHAWAN, SWAMIJI NAGAR, LINK
ROAD NO. 2, BHOPAL (M.P.) -
462016




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WITNESSES:

1. For and on behalf of **Western Region
Power Committee**

[Signature]

Name:

Designation:

Address:

2. For and on behalf of **Central
Transmission Utility of India Ltd
(CTUIL)**

[Signature]

Name: PRATYUSH SINGH

Designation: MANAGER

Address: Plot No. 2, Sector 29,

Jyungson - 122001

Pratyush Singh

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Schedule: 1

List of Long Term Transmission Customers

Note: As referred to in the recital of this Agreement and in the definition of "Long Term Transmission Customers" in this Agreement

Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Law under which incorporated	Allocated Project Capacity (in MW)*
1.	Rewa Ultra Mega Solar Limited	URJA BHAWAN, SHIVAJI NAGAR, LINK ROAD No.2 BHOPAL - (M.P.) - 462016	Companies Act 2013	1000

* While the bidding is being done on the basis of existing Standard Bidding Documents (SBDs), and the list of LTTC is being provided as per the format of the existing SBDs. It is clarified that the transmission charges will be shared and recovered as per the applicable CERC regulation. The transmission charges will be shared and recovered for payment as per the applicable CERC regulation which is at present the Point of Connection mechanism of sharing. As per the present CERC regulation the charges will be recovered by the Central Transmission Utility from the DICs and disbursed to the TSPs as per the Revenue Share Agreement.

Note: The above list of Long Term Transmission Customers is subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the Parties to the Agreement.

The new Long Term Transmission Customers shall become a Party to this Agreement after agreeing to the terms and conditions of this Agreement and signing a Supplemental Agreement as annexed in Schedule 12 to this Agreement.


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Schedule: 2

Project Description and Scope of Project

1.0 Project Scope:

Transmission System for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh: Phase-I		
S.No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	<p>Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor</p> <p>400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVAR, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220kV Bus coupler bay- 1 no. 220kV Transfer Bus Coupler (TBC) bay - 1 no.</p> <p><u>Future provisions:</u> Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus)</p>	18 Months
2.	<p>Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end</p> <p>Switchable line Reactors (at Pachora end) –420 kV, 2x80MVAR Line reactor bays (at Pachora) – 2 nos.</p>	
3.	<p>2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)</p>	

Note:

- M/s BDTCL (Bhopal Dhule Transmission Company Limited) to provide space for 2 no. of 400 kV line bays at Bhopal (Sterlite) for termination of Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line.
- Space for future provisions for 400 kV line bays to be kept including the space for switchable line reactors.
- The implementation of the scheme to be taken up only after grant of LTA at Pachora P.S.


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- (iv) The schedule of implementation of the scheme would be 18 months from the date of transfer of SPV.

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

1. The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.
2. Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable.
3. 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.
4. Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

Solidity Ratio	Drag Coefficient
Upto 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

5. Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.
6. 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.
7. Triple and quadruple circuit towers and towers with more than two sub-conductors per phase up to 400 kV shall be designed for reliability level 2.
8.
 - A) For power line crossing of 400 kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
 - B) For power line crossing of 132 kV and 220 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


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shall be provided on either side of power line crossing depending upon the merit of the prevailing 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.

9. The relevant conductor configuration shall be as follows: -

- i) Type of conductor: HTLS (High Temp & low Sag)

Basic parameters:

Transmission Line	Ampacity of HTLS conductor	Minimum Conductor diameter (mm)	Maximum DC Resistance at 20°C (Ω/km)	Sub-conductor Spacing (mm)
400kV Transmission line with Twin HTLS Conductor	1596 A	28.62	0.05552	450

- ii) Type of conductor: ACSR / AAAC / AL59

Basic parameters:

Transmission line	ACSR Conductor specified	Equivalent minimum size of 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
400kV D/C (Quad ACSR/ AAAC/ Al 59) transmission lines	Moose: 54/3.53mm-Al + 7/3.53 mm- Steel, 31.77 mm diameter 528.5 sq mm, Aluminum area, Maximum DC Resistance at 20°C (Ω/km):0.05552 Minimum UTS: 161.20 kN	Stranding details: 61/3.55mm 31.95mm diameter; 604 sq. mm Aluminum alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.0568 Minimum UTS: 167.99 kN	Stranding details: 61/ 3.31 mm 29.79 mm diameter; 525 sq. mm Aluminum alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.0566 Minimum UTS: 124.7 kN	457 mm

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1. The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C for ACSR as well as AAAC and AL59.
2. TSP may use either of the conductor configuration (Quad / HTLS) for Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad / HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end.
10. 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 400kV lines shall not be less than 8m.
11. All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613.

Minimum live metal clearances for 400 kV line:

- a).(i) Under stationary conditions:

From tower body: 3.05m

- a).(ii) Under Swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (22°)	3.05 mtrs
b) Swing angle (44°)	1.86 mtrs

- b) Minimum ground clearance: 8.84 m

- c) Minimum mid span separation between earthwire and conductor: 9.0 m

12. Shielding angle shall not exceed 20 deg for 400kV D/C Line transmission line.
13. The Fault current for design of line shall be 63kA for 1 sec for 400kV.
14. In case of 400kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard steel (GSS) or AACSR or any other suitable conductor type depending upon span length and other technical consideration.
15. 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 at tension tower for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.


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16. Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth & anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.
17. Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitat zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line.
18. Wherever, transmission lines are passing through coastal/ creek regions, the fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 gram/sq m of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610 gram/ sqm of surface area. The average zinc coating for all sections and plates 5mm and above shall be maintained as 127 microns and that for plates and sections below 5mm shall be maintained as 87 microns.
19. For foundation in creek or aggressive soil areas, Concrete of M30 Grade design Mix conforming to IS 456 and epoxy coated reinforcement as per IS 13620 shall be used.
20. For transmission line sections passing within a distance of 50 km from the boundary of the two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.
21. Wherever the transmission line is passing through cyclone prone areas i.e. areas upto 60 km from coast:
 - a) K4 factor (Importance factor for cyclonic region) of 1.3 shall be considered for tower design.
 - b) Terrain Category- I ($K_2=1.08$) shall be used for transmission lines in exposed open terrain with few or no obstruction and open sea coasts.
 - c) The number of consecutive spans between the section points / angle point shall not exceed 10 spans or 3km instead of conventional practice of 15 spans or 5km in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension towers/angle towers and angle of deviation should be based on the site requirement.
 - d) Measures for foundation & reinforcement of foundation and protection against corrosion
 - i. Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade 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 330kg/m³.
 - ii. Double coat 20mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300mm below Ground level to give protection to concrete surface from environmental and saline effect.


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- iii. The surface of the reinforced steel may be treated with epoxy based coating to enhance corrosion performance of foundation in coastal areas. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6kg/m² per coat shall be applied on all exposed faces of foundation (i.e. pedestal & base slab)
- e) The top of the chimney of foundation should be atleast above HFL or the historical water stagnation/logging level (based on locally available data) or above High Tide Level of 500 mm above Natural Ground Level (whichever is higher) in areas prone to flooding/water stagnation like paddy filed/agricultural field and undulated areas to avoid direct contact of water with steel part of tower.
- f) 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 50mm coping portion as well as up to 350mm above CL portion.


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SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220 kV Pachora SEZ PP substation shall be conventional AIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.

1.0 Salient features of Substation Equipment and Facilities

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

1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl No	Description of parameters	400/220kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.
		400 kV System	220 kV System	400 kV System
1.	System operating voltage	400kV	220kV	400kV
2.	Maximum voltage of the system (rms)	420kV	245kV	420kV
3.	Rated frequency	50Hz	50Hz	50Hz
4.	No. of phase	3	3	3
5.	Rated Insulation levels			
i)	Impulse withstand voltage for (1.2/50 micro sec.)			
	- for equipment other than Transformer and Reactor	1425kVp	1050kVp	1425kVp
	- for Insulator String	1550kVp	1050kVp	1550kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050kVp	-	1050kVp
iii)	One-minute power frequency dry withstand voltage (rms)	630kV	-	630kV
iv)	One-minute power frequency dry and wet withstand voltage (rms)	-	460kV	-
6.	Corona extinction voltage	320kV	-	320kV


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Sl No	Description of parameters	400/220kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.
		400 kV System	220 kV System	400 kV System
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volts at 266kV rms	1000 micro-volts at 156kV rms	1000 micro-volts at 266kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31mm/kV)	7595 mm (31mm/kV)	13020 mm (31mm/kV)
9.	Minimum creepage distance for switchyard equipment	10500mm (25mm/kV)	6125 mm (25mm/kV)	10500mm (25mm/kV)
10.	Max. fault current	63kA	50kA	63kA
11.	Duration of fault	1 sec	1 Sec	1 Sec

1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400kV side	220kV side
400/220kV Pachora SEZ PP	One & half breaker (AIS)	Double Main & Transfer (AIS)
400kV Bhopal (Sterlite) Extn.	One & half breaker (AIS)	-----

Notes: -

- At 400kV voltage level, each circuit of a double circuit transmission line shall be terminated in different diameters.
- Transformers of same HV rating shall not be in the same diameter and similarly bus reactors of same HV rating shall also not be in the same diameter.

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 transmission line capacity.

Sl. No	Description of bay	400/220kV Pachora SEZ PP		400kV Bhopal (Sterlite) Extn.
		400kV	220 kV	400kV


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1.	Bus Bar	4000A	4000A	Same as existing i.e. 3150 A
2.	Line bay	3150A	1600A	3150A
3.	ICT bay	3150A	1600A	-
4.	Bus Reactor bay	3150A	-	-
5.	Bus Coupler bay	-	3150A	-
6.	Transfer Bus coupler bay	-	1600A	-

2.1 400/220/33kV, 3-phase Autotransformer

500 MVA 400/220/33 kV, 3-phase Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

2.2 420kV, 3-Phase, Shunt Reactor

125 MVAR, 420 kV, 3-Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

Neutral Grounding Reactor (NGR) and Surge Arrester for 420 kV line reactors

The neutral of the line reactors (wherever provided) shall be grounded through Neutral Grounding Reactors (NGR) of value as indicated in the scope to facilitate single phase auto-reclosure. NGR shall be provided with bypass arrangement through a breaker so that the line reactor can be used as Bus Reactor as and when required. The neutral of Bus Reactor shall be solidly grounded. NGR shall be oil filled or dry type air core for outdoor application. NGR shall conform to CEA's "Standard specifications and technical parameters of transformers and reactors (66kV and above)". Technical parameters of NGR shall be as specified in Annexure-A of abovementioned document.

The surge arresters (rated voltage of arrester in co-ordination with ohmic of NGR shall be decided by the TSP) shall be provided & physically located between the neutral of shunt reactor (brought out at 145kV class bushing) and neutral grounding reactor. The surge arresters shall be of heavy duty station class gapless Metal oxide (ZnO) type conforming in general to IEC-60099-4. Arresters shall be hermetically sealed units, of self-supporting construction, suitable for mounting on structures.

2.3 400kV&220kV AIS Substation equipment (as applicable)

2.3.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform with IEC: 62271-100, IEC: 62271-1 and shall be of SF6 Type. The circuit breakers shall be of 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 40ms for 400kV circuit breakers and 60ms for 220kV



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circuit breakers. 400kV, 220kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400kV lines of more than 200km length shall be provided with pre insertion closing resistor of about 400 ohms maximum with 8ms minimum insertion time or Controlled Switching Device. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. The controlled switching device shall be provided in 400kV Circuit breaker of switchable line reactor and in Main & Tie circuit breakers of line with non-switchable line reactors and Bus reactors and 400/220 kV Transformers (as applicable).

2.3.2 Isolators (AIS)

The isolators shall comply with IEC 62271-102 in general. 400 kV and 220kV 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 400kV and 220kV shall be of extended mechanical endurance class - M2 and suitable for bus transfer current switching duty. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400kV and 220kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-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 400kV shall have six cores (four for protection and two for metering). 220kV 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. 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 for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400kV voltage class.

2.3.4 Capacitor 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. 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 400kV and 220kV shall be of 4400/8800 pF depending on PLCC requirements. 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.

2.3.5 Surge Arresters (AIS)

336kV Station High (SH) class gapless type Surge arresters & 216kV Station Medium (SM) class gapless type Surge arresters with thermal energy (Wth) of minimum 12 kJ/kV & 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 420kV & 245kV systems



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respectively. 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.

2.4 Protection Relaying & 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 communication interface. 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

400kV and 220kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 400kV and 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 also be provided by the TSP. Associated power & control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of 220kV line bays where the line lengths are not indicated, Numerical Distance protection relay as Main-I and Line Current differential relay (with back up distance protection feature) as Main-II shall be provided. Further, in such case, the matching line current differential relay for remote end shall be provided by the remote end bay owner.

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 400kV and 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.


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All 400kV lines shall also be provided with two stages over voltage protection. 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 and 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) Auto Transformer Protection

These shall have the following protections:

- a. Numerical Differential protection
- b. Numerical Restricted earth fault protection
- c. Numerical Back-up Over-current and earth fault protection on HV & IV side
- d. Numerical Over fluxing protection on HV & IV side
- e. Numerical Overload alarm
- f. Numerical Back up Impedance protection (HV Side)

Further, Numerical Back-up Over-current and earth fault protection on HV & IV side of autotransformer shall not be combined with other protective functions (except back up Impedance protection) in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker & 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 & protection IEDs to be provided for autotransformer.

c) 400kV 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, MOG with low oil level alarm, protection against oil and winding temperatures & pressure relief device, etc.

d) Bus bar Protection


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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 400kV and 220kV buses. Duplicated bus bar protection is envisaged for 400kV bus-bar protection. 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.

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 400kV and 220kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

- a. LBB & 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 & overload protection can be provided as built-in feature of differential relay.
- d. In 400kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.

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 220kV and above. All bay control units as well as protection units are normally connected through an Optical fibre 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 Substation Automation System.


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

In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

In existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway & modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement. 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 synchronisation equipment

Time synchronization equipment complete in all respect including antenna, cable, 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 & IEDs etc.

3 Substation Support facilities

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

3.1 AC & DC power supplies

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

- (i) For LT Supply at each new Substation, two (2) nos. of LT Transformers (minimum 630kVA for substations with highest voltage rating as 400kV) shall be provided out of which one shall be connected with SEB/DISCOM supply and other one shall be connected to tertiary of Transformer.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33kV 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 RLDC/RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33kV tertiary of Transformer by local SEB/DISCOM for energy accounting.


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- (ii) 2 sets of 220V battery banks for control & protection and 2 sets of 48V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger. Battery shall be of VRLA type.
- (iii) Suitable AC & 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) 415V Main Switch board – 1 nos.
- b) AC distribution board – 1 nos.
- 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 & DC distribution boards shall have modules for all the feeders (including future as specified).

- (iv) At new Substation, one no. of DG set (minimum 250kVA for substations with highest voltage rating as 400kV) shall be provided for emergency applications considering future bays.
- (v) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).
- (vi) For substation extensions, existing facilities shall be augmented as required.

3.2 Fire Fighting System

Fire-fighting system for substation including transformer & reactor shall conform to CEA (Measures Relating to Safety & Electric Supply) Regulations.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

At existing substations, the fire-fighting systems as available shall be extended to meet the additional requirements.

3.3 Oil evacuating, filtering, testing & filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling


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apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

3.4 Illumination

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

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 luminaires.

3.5 Control Room

For 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 & DC distribution boards, DC batteries & associated battery chargers, Fire Protection panels, Telecommunication panels & 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 control room for all the future bays also.

At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

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. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

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 cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, 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. 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.

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.


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All camera recordings shall have Camera ID & location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement 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.

4.0 General Facilities

- a. Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400kV 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 requirement/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 gm/sq.m and 900 gm/sq.m for coastal/ creek regions.
- e. In 400kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie & Future bay shall be designed considering the current rating of line bay i.e. 3150A.
- 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 complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL) as per CEA Measures Relating to Safety and Electric Supply Regulations.

5.0 EXTENSION OF EXISTING SUBSTATION

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

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	400kV Bhopal (Sterlite) Extn.		
1.0	Single Line Diagram	Drg. No. 5429PS060-BHO-E-SYD-SLD-0401	Rev.02
2.0	General Arrangement	Drg. No. 5429PS060-BHO-C-SYD-AAR-0001	Rev.03


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3.0	Earthmat Layout	Drg. No. 5429PS060-BHO-C-SYD-EAR-0202	Rev.01
4.0	Visual Monitoring System	Make: Delta, Model: ICON PRO Series-D	-
5.0	Bus Bar Protection (400kV System)	Make: ALSTOM Model: P741	-
6.0	Substation Automation System (SAS)	Make: GE, Model: DS AGILE Ver.6.4.0.5	-

Bidder is also advised to visit the substation sites and acquaint themselves with the topography, infrastructure such as requirement of roads, cable trench, drainage etc. and also the design philosophy.


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SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall conform to the following requirements. The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. one tele-protection channel through PLCC and one tele-protection channel over FOTE in addition to one channel for speech plus data for each direction.

1 Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line

On Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line one (1) no. OPGW cable containing 24 Fibres (24F) is to be installed & commissioned by the TSP on one E/W peak and on other peak conventional earth wire to be installed. The TSP shall install this OPGW from gantry of Pachora SEZ PS up to the gantry of Bhopal (Sterlite) S/s with all associated hardware including Vibration Dampers, mid-way Joint Boxes and finally termination in Joint Boxes (called OPGW Hardware hereafter) end Substations. Repeater equipment is not envisaged for the Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line.

Maintenance of OPGW Cable & OPGW Hardware shall be responsibility of TSP.

2 Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PS with 420 kV (125 MVAR) bus reactor

- a. TSP shall provide 2 no. FODP (96 F) & 1 no. FODP (48F) alongwith panel and Approach Cable (24F) with all associated hardware fittings (from gantry tower to Control Room) for all the incoming lines envisaged under the present scope.
- b. TSP shall provide STM-16 (FOTE) equipment with panel supporting minimum ten (10) MSP (Multiplex Section Protection) in combination of two no. of 5 MSP (Multiplex Section Protection) Equipment. Communication Equipment shall be provided with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Pachora SEZ, Bhopal (Sterlite), Agar Solar Park, Shajapur Solar Park & Other RE Plants.
- c. FODP & FOTE equipments with panels shall be provided in Control Room of Pachora PS. FOTE & FODP equipments can be accommodated in same panel to optimize space.
- d. The integration work of new communication equipment under present scope with existing regional level centralized NMS shall be responsibility of TSP. Configuration work in existing centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment with the Centralized NMS shall be ensured by TSP.
- e. TSP shall install required no. of Phasor Measurement Units (PMUs) for all 400kV voltage line bays (under the scope of this project) at 400kV Pachora PS, these PMUs shall support latest IEEE C-37.118 protocols. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room


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with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. However, configuration work in existing PDC at RLDC for new PMU integration is not in scope of TSP.

- f. The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMUs, DCPS alongwith Battery Bank shall be the responsibility of TSP.

3 2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PS -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100MVA/ckt at nominal voltage)

- a. TSP shall provide 1 no. FODP (48 F) along with panel and 1 no. Approach Cable (24F) with all associated hardware fittings.
- b. TSP shall provide 1 no. STM-16 (FOTE) equipment with panel supporting minimum three (3) MSP (Multiplex Section Protection) with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Pachora PS & Bhopal (Sterlite) stations.
- c. 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 Bhopal (Sterlite) S/s which is already communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays / Patch cords etc. in the existing FOTE/FODP panels in control room for integration with the existing FOTE for onwards data transmission.
- d. 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. The TSP may integrate the FOTE under present scope with FOTE in the nearby Kiosk (if available with spare direction) or shift one direction from control room to FOTE under present scope. For this purpose, TSP shall provide necessary FODP sub rack / Splice trays/ Patch cords etc. in the existing FOTE/FODP panels in another Kiosk (SPR) or in the control room.
- e. FOTE & FODP equipments can be accommodated in same panel to optimize space.
- f. The integration work of new communication equipment under present scope with existing regional level centralized NMS shall be responsibility of TSP. Configuration work in existing centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment with the Centralized NMS shall be ensured by TSP.
- g. TSP shall install required no. of Phasor Measurement Units (PMUs) for all 400kV voltage line bays (under the scope of this project) at 400kV Bhopal (Sterlite) S/s and PMUs shall support latest IEEE C-37.118 protocols. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room with Fibre Optic cable. These PMUs shall be integrated with the existing PDC (Phasor Data Concentrator) located at respective RLDC. TSP shall provide separate


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WAMS (PMU, switches etc.) required for extended bays at 400kV Bhopal (Sterlite) S/s.

- h. The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMUs, DCPS along with Battery Bank shall be the responsibility of TSP.

4 PLCC & PABX:

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

- Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided as means of effective communication among various buildings of the substation, remote end substations and with control center's (RLDC/SLDC) etc.
- Coupling devices shall be suitable for phase to phase coupling for 765kV & 400kV Transmission lines. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.
- The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.
- The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.
- PLCC equipment for all the transmission lines covered under the scheme (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT & Wave trap for all the line bays under present scope shall be provided by TSP.
- TSP shall provide/ undertake necessary addition/ modification/ shifting/ re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).
- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 2 sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required.


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Frequently Asked Queries:

Transmission Line:

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

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

- 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 & 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 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.


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Substation

- 1.5. We understand that space for storage of O&M spare shall be provided by 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.

- 1.6. 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 responsibility of the TSP.

- 1.7. 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 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.

- 1.8. 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.

- 1.9. 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 chargeable basis.

- 1.10. 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.

- 1.11. It is understood that Construction water and power shall be provided free of cost to TSP by respective substation owner for construction of new bays.

Reply: Arrangement of construction power & water is in the scope of TSP.


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- 1.12. It is understood that 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)

- 1.13. Please clarify that 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.

- 1.14. We understood that no any dedicated metering CT & CVT required for Line/feeders. Further, we understood that requisite Energy meters for various 765kV, 400kV & 220kV Feeders shall be provided & 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 is matching 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).

Communication

- 1.15. 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, PMU etc. are required for grid operation through RLDC/SLDC, speech communication, tele-protection and tele-metering.

- 1.16. 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 carry out survey of the existing substation for physical space requirement. In case space is not available in the existing substation then TSP shall accommodate the same in the respective bay SPR (Switchyard Panel Room)/Bay


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Kiosk/ 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.

In case 132kV Substation TSP shall accommodate the said panels either by extension of existing control room or other arrangements.

1.17. 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 2x24FOPGW shall be required to install by TSP on both earthwire peak on 400kV & 765kV lines where two E/W peaks are available. On 220 & 133kV 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, on both Line In and Line Out portions of 400kV & 765kV lines. On 220 & 133kV lines where only one E/W peak is available TSP to install one no. 24F OPGW in place of conventional earthwire.

1.18. How is the OPGW laying done in case 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 765kV & 400kV lines.

Incase 220/132kV lines using multi circuit portion where single E/W peak is available one no. 48F may be installed for common multi circuit portion.

1.1 Project Description

Govt. of India has set a target to establish 175GW renewable capacity by 2022. To fulfill above target, MNRE/SECI has identified potential Renewable Energy Zone (REZ) comprising Solar & Wind capacity of about 66.5 GW in various renewable resource rich States in the country. A total of 28 GW RE capacity has been identified in Western Region out of which 2.5 GW solar generation capacity has been identified in Rajgarh area in Madhya Pradesh. Transmission System for Renewable Energy Zones (REZs) in Western Region [including Rajgarh solar energy zone (SEZ)] was finalised in the 2nd WRSCT meeting held on 21.05.2019. The scheme will enable integration of 2.5 GW SEZ in


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Rajgarh area with the ISTS grid. Subsequently, MNRE vide letter dated 15.04.2020 indicated that the SEZ Potential at Rajgarh shall come up in following areas:

- 1GW in Agar/Shajapur region (near Pachora)
- 1.5GW in Rajgarh region

Accordingly, in the 2nd WRPC(TP) meeting held on 04.09.2020 and in the 4th NCT meeting held on 20.01.2021 & 28.01.2021, the transmission system as agreed earlier for Rajgarh SEZ (2500MW) was agreed to be implemented under Phase-I and Phase-II for evacuation of 1500 MW and 1000 MW RE respectively from Rajgarh area to ensure utilization of the transmission scheme. It was noted that both the phases needs to be taken up as two separate transmission schemes for ease of bidding.

Broad Scope of transmission system for evacuation of 2.5GW power from RE projects in Rajgarh SEZ in Madhya Pradesh is given below:

- a) Establishment of 400/220 kV, 5X500 MVA at Pachora SEZ PP with 420kV (125 MVAR) bus reactor
- b) Pachora SEZ PP - Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end
- c) 2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)
- d) Pachora – Shujalpur 400kV D/c line (Quad/ HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)
- e) 2 no. of 400 kV line bays at Shujalpur for Pachora – Shujalpur 400kV D/c line (Quad/ HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)

Ministry of Power vide Gazette notification dated 24.01.2020 has appointed RECTPCL (presently known as RECPDCL) as BPC for implementation of the subject transmission scheme through TBCB route. Subsequently, Ministry of Power vide Gazette notification dated 19.07.2021 has revised the scope of work of the scheme. The current scope is for Transmission system for evacuation of power from RE projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh, Phase-I which includes evacuation of 1GW power from RE projects in Agar/Shajapur region and 0.5GW power from RE projects in Rajgarh region in Madhya Pradesh.

- 1.2 Scope of Work and Commissioning schedules of each element of the scheme and also the conductor specification for the transmission lines are given in Table- 1 above.


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Schedule: 3

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]

Sr. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor	18 months	27.251%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	Pachora SEZ PP -Bhopal(Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end		69.435%	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)		3.314%	

The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful commissioning of the Element(s) which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for overall Project: 18 months from Effective Date


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Schedule: 4**Safety Rules and Procedures**

[Note: As referred to in Articles 5.6 and 7.1.6 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 in the execution 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 Lead Long Term Transmission Customer and CEA 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 Party 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.


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Schedule: 5**Computation of Transmission Charges**

[Note: As referred to in the definitions of "Monthly Transmission Charges", "Monthly Transmission Charges Invoice" and in Articles 10.1, 10.2, 10.3 and 11.7 (c) of this Agreement]

1.1 General

- a. The Monthly Transmission Charges to be paid by the Long Term Transmission Customers to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be in accordance with this Schedule.
- b. The Transmission Charges to be paid to the TSP shall comprise of the Escalable Transmission Charges and the Non Escalable Transmission Charges, payable by each Long Term Transmission Customer, in proportion to their Allocated Project Capacity for the Contract Year, as determined by the CERC. In the event of change by CERC in the methodology for the allocation of Transmission Charges between the Long Term Transmission Customers, such revised methodology shall apply.
- c. For the purpose of payment, the Escalable Transmission Charges to be paid in any Contract Year shall be the Escalable Transmission Charge as per Schedule 6 duly escalated as provided in Schedule 7.
- d. In case of any extension of time period for the Scheduled COD, the applicable Transmission Charges in relation to an Element shall be the Transmission Charges of the Contract Year in which the COD of such Element occurs or it has deemed to have occurred, and in relation to the Project, the Transmission Charges applicable will be for the Contract Year in which the COD occurs.
- e. The Annual Transmission Charges shall be the sum of the Payable Annual Escalable Transmission Charges and the Payable Annual Non Escalable Transmission Charges for the Contract Year n.
- f. The Transmission Charges shall be payable based on the Allocated Project Capacity at Target Availability and Incentive for Availability beyond the Target Availability as provided in this schedule shall be admissible for payment. In case of Availability being lower than the Target Availability, the Transmission Charges shall be payable on proportionate basis as provided in this Schedule. In case of the Availability being lower than the level as specified in Article 10.4, the TSP shall pay a penalty as per the provisions in this Schedule. This penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP then existing at the end of the relevant Contract Year.


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- g. The Availability shall be calculated as per the procedure specified in Appendix II of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 as notified by CERC and as attached herewith.
- h. All applicable Rebates and Surcharges will be computed and Invoices, as required, would be raised based on the provisions laid out in Articles 10.7 of this Agreement.
- i. Reactive Power compensations and payments shall be as per the provisions of the Grid Code.

1.2 Components of Monthly Bill

The Monthly Bill for any month in a Contract Year shall consist of the following:

- i. Monthly Transmission Charges in accordance with Article 1.2.1 below;
- ii. Incentive Payment determined in accordance with Article 1.2.2 below (applicable on annual basis and included only in the Monthly Tariff Payment for the first month of the next Contract Year); and
- iii. Penalty Payment determined in accordance with Article 1.2.3 below (applicable on annual basis and included in the Monthly Tariff Payment for the first month of the next Contract Year).

1.2.1 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

If $CA \geq NA$;

Monthly Transmission Charge $MTC(m)$ =

$$\left[\sum_{n=1}^m Tmn / \text{No. of days in the month 'm' in Contract Year 'n' * No. of days in the month 'm' in Contract Year 'n' for which bill is raised} \right] - \sum_{m=1}^{M-1} MTC(m-1)$$

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Monthly Transmission Charge $MTC(m)$ =


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$$\left[\sum_{m=1}^M T_{mn} / \text{No. of days in the month 'm' in Contract Year 'n'} * AA/NA * \text{No. of days in the month 'm' in Contract Year 'n' for which the bill is raised} \right] - \sum_{m=1}^{M-1} \text{MTC (m-1)}$$

where:

- m is the month in Contract Year 'n'
 - M= month considered for payment in the Contract Year 'n'
 - T_{mn} = Transmission Charges for the month 'm' in Contract Year 'n' and is equal to the sum of Monthly Escalable Transmission Charges (METC mn) and Monthly Non Escalable Transmission Charges (MNETC mn)
 - CA is the Cumulative Availability , as per REA, from the first day of the Contract Year "n" in which month "m" occurs upto and including upto the end of the month "m";
 - AA is the actual Availability for the month 'm' in the Contract Year n, as per REA, (expressed in percentage);
 - NA is the Target Availability;
 - MTC (m-1) is the Payable Monthly Transmission Charge for the month '(m-1)' for the Contract Year 'n'
- **Monthly Escalable Transmission Charges (METC mn)**

The Monthly Escalable Transmission Charges (METC_{mn}) for month 'm' for the Contract Year 'n' shall be calculated by the following formula,

$\text{METC}_{mn} = [\text{Escalable Transmission Charge for the first Contract year (as provided in Schedule 6)} / \text{No. of days in the Contract Year 'n'}] * \text{No. of days in the month 'm'} * p/q$

Where,

'p' is the escalation index as per Schedule 7 at the beginning of the month 'm' (expressed as a number)

'q' is the escalation index as per Schedule 7 applicable as at the beginning of the first Contract Year mentioned in Schedule 6 (expressed as a number)


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• **Monthly Non Escalable Transmission Charges (MNETCmn)**

The Monthly Non Escalable Transmission Charges (MNETCmn) for month 'm' for the Contract Year 'n' shall be calculated as follows;

$$\text{MNETCmn} = [\text{Non Escalable Transmission Charge for the Contract Year 'n' (as provided in Schedule 6)} / \text{No. of days in the Contract Year 'n'}] * \text{No. of days in the month 'm'}$$

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.

1.2.2 Incentive Payment

If and to the extent the Availability in a Contract Year exceeds ninety eight percent (98%) for AC system, the TSP shall be entitled for an annual Incentive as calculated below:

$$\text{Incentive} = 0.02 \times \text{Annual Transmission Charges} \times (\text{Actual annual Availability} - \text{Target Availability})$$

Provided that no Incentive shall be payable above the Availability of 99.75% for AC system.

Incentive shall be shared by the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by then existing at the end of the relevant Contract Year.

1.2.3 Penalty

If and to the extent that the Availability in a Contract Year falls below ninety five percent (95%) for AC system, the TSP shall be entitled for an annual penalty as per the formula given below:

$$\text{Penalty} = 0.02 \times \text{Annual Transmission Charges} \times (\text{Target Availability} - \text{Actual Annual Availability})$$

The penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

1.3 Recovery from Short Term Transmission Customers

The Transmission Charges to be paid by the Long Term Transmission Customers to the TSP shall stand reduced in proportion to their then existing Allocated Project Capacity at the end of the relevant month, to the extent of adjustable revenues from Short Term Transmission Customers.

The charges payable by the Short Term Transmission Customers shall be calculated on the basis of the provisions of the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008 or as amended from time to time.


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1.4 Scheduling Charges

The payment of scheduling charges to the respective RLDC or SLDC, as the case may be, shall be the responsibility of the Long Term Transmission Customers.


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Schedule: 6**Transmission Charges**

[Note: As referred to in the definitions of “Element”, “Escalable Monthly Charges”, “Non Escalable Monthly Charges” and “Monthly Transmission Charges” and in Clauses 1.1 (c) of Schedule 5 of this Agreement]

[To be incorporated from the Bid of the Selected Bidder]

[In case of pre-signing of RFP Project Documents, this needs to be inserted after selection of the Selected Bidder]

Year	Commencement Date of Contract Year	End Date of Contract Year	Non-Escalable Transmission Charges (in Rupees Millions)	Escalable Transmission Charges (in Rupees Millions)
(1)	(2)	(3)	(4)	(5)
1	Scheduled COD 10.07.2023	31-March		
2	1-April	31-March		
3	1-April	31-March		
4	1-April	31-March		
5	1-April	31-March		
6	1-April	31-March		
7	1-April	31-March		
8	1-April	31-March		
9	1-April	31-March		
10	1-April	31-March		
11	1-April	31-March		
12	1-April	31-March		
13	1-April	31-March		
14	1-April	31-March		
15	1-April	31-March		
16	1-April	31-March		
17	1-April	31-March		
18	1-April	31-March		
19	1-April	31-March		
20	1-April	31-March		
21	1-April	31-March		
22	1-April	31-March		
23	1-April	31-March		
24	1-April	31-March		
25	1-April	31-March		
26	1-April	31-March		
27	1-April	31-March		
28	1-April	31-March		
29	1-April	31-March		



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Year	Commencement Date of Contract Year	End Date of Contract Year	Non-Escalable Transmission Charges (in Rupees Millions)	Escalable Transmission Charges (in Rupees Millions)
30	1-April	31-March		
31	1-April	31-March		
32	1-April	31-March		
33	1-April	31-March		
34	1-April	31-March		
35	1-April	31-March		
36	1-April	35 th anniversary of Scheduled COD		

[This table needs to be replicated exactly as from Annexure-22 of the RFP (i.e. Financial Bid of the Selected Bidder).]

Notes:

- a. Charges for the first Contract Year are the Transmission Charges applicable for the twelve month period (from the immediately preceding 1 April from the Scheduled COD till the immediately succeeding 31 March) irrespective of the duration of the first Contract Year.
- b. Charges for the second Contract Year are the Transmission Charges applicable for the full Contract Year
- c. Charges for the last Contract Year are the Transmission Charges applicable for the twelve month period (from immediately preceding 1 April to the date of 35th anniversary of the Scheduled COD till the immediately succeeding 31 March) irrespective of the duration of the last Contract Year.
- d. However, in cases of both (a) and (c) above, total Transmission Charges payable to the TSP are computed proportionately for the total number of days in the first and last Contract Year respectively.
- e. Charges for Short Term Open Access of the Project shall be as per the provisions of Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations 2008 as notified by CERC and as amended from time to time.


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Proportionate Transmission Charges payable for each Element of the Project:

Sr. No	Name of the Transmission Element	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor	27.251%
2.	Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end	69.435%
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)	3.314%


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Schedule: 7**Escalation Index**

[Note: As referred to in Clause 1.1 of Schedule 5 of this Agreement]

The index ("Escalation Index") to be applied for escalation of Escalable Transmission Charges shall be computed by assuming that as on the date of the COD, the value of such Escalation Index is 100. Thereafter, for each month after the COD, the value of the Escalation Index shall be computed by applying the per annum inflation rate specified by CERC for payment of Escalable Transmission Charges, as per the provisions of the Competitive Bidding Guidelines.

For the avoidance of doubt, it is clarified that:

- if the prevailing inflation rate specified by CERC is 4.7% per annum, then at the end of the first month after the COD, the value of the Escalation Index shall be 100.3917 [i.e., $100 * (1 + 4.7\%/12)$] for Escalable Transmission Charges. Thereafter, at the end of the second month beyond such first month, the value of the Escalation Index shall be 100.7833 [i.e. $100 * [1 + (4.7\% * 2)/12]$] and so on. The value of the Escalation Index at the end of the Nth Month after the COD shall be calculated as: $100 * (1 + N * 0.047 / 12)$ for Quoted Escalable Transmission Charges.
- the per annum inflation rate specified by CERC shall be revised only at the end of every six (6) months.
- The value of the Escalation Index shall be calculated upto the fourth decimal point.

In case, due to any reason, CERC discontinues the publication of the inflation rate mentioned above, then the Lead Long Term Transmission Customer and the TSP shall replace the above inflation rate with an inflation rate which shall be computed on the same basis as was being used by CERC to estimate their notified inflation rate.


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Schedule: 8**List of Articles**

List of Articles under which rights and obligations of the Long Term Transmission Customers (including all matters incidental thereto and related follow-up), which are required to be undertaken by the Lead Long Term Transmission Customer, or by Majority Long Term Transmission Customers or by the Long Term Transmission Customers jointly, respectively:

A) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Lead Long Term Transmission Customer

1. **Article 3.3.5** (approach the Appropriate Commission on termination of the Agreement on TSP's not able to meet conditions subsequent)
2. **Article 5.5** (inspection of the Project during the construction phase);
3. **Articles 6.1.1 and 6.1.2** (extension of Scheduled COD);
4. **Article 6.4.1** (communication with the TSP on imposition of liquidated damages)
5. **Articles 7.3.2** (notice for maintenance of Interconnection Facilities under the purview of the Long Term Transmission Customers);
6. **Article 11.7 (d)** (inspection of Project during operation of Force Majeure);
7. **Article 13.1 (a)** (notice to TSP on abandonment of Project);
8. **Article 13.3. (d)** (to approach the Appropriate Commission for revocation of Transmission Licensee on account of TSP's Event of Default);
9. **Articles 14.2.1 (b), 14.2.2 (b) and 14.2.2 (c)** (notice for patent indemnity);
10. **Article 14.2.1 (d)** (provide assistance to the TSP during the proceedings of patent indemnity);
11. **Article 18.2.3** (written permission to TSP for divestment of equity holding and subsequent verification of equity structure, post-divestment); and
12. **Schedule 7** (computation of alternative escalation index in the event of CERC discontinuing publishing of the inflation rate mentioned in this schedule).

B) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Majority Long Term Transmission Customers

1. **Article 2.3.1**(decision to continue the Project beyond the Expiry Date);


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2. **Article 3.1.3** (waiver of the TSP's obligations due to reasons attributable to the Long Term Transmission Customer(s));
3. **Articles 3.3.2 and 3.3.4** (right to terminate the Agreement on non-fulfillment of conditions subsequent);
4. **Articles 13.1 (k) and 13.1 (I)** (invocation of termination of the Agreement due to the TSP's Event of Default;
5. **Article 13.3** (notice to TSP for termination of Agreement on TSP's Event of Default;
6. **Article 18.1.4** (in case of any difference of opinion on any decision among the Long Term Transmission Customers, decision in such cases to be taken by the Majority Long Term Transmission Customers); and
7. **Article 18.1.5** (Right to replace the Lead Long Term Transmission Customer).

and any other Articles of this Agreement not specifically mentioned herein, which provide for a joint action by all the Long Term Transmission Customers.


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Schedule: 9

**Appendix II of Central Electricity Regulatory Commission
(Terms and Conditions of Tariff) Regulations, 2019**

Procedure for Calculation of Transmission System Availability Factor for a Month:

1. Transmission system availability factor for nth calendar month ("TAF_{Pn}") shall be calculated by the respective transmission licensee, got verified by the concerned Regional Load Dispatch Centre (RLDC) and certified by the Member-Secretary, Regional Power Committee of the region concerned, separately for each AC and HVDC transmission system and grouped according to sharing of transmission charges. In case of AC system, transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system. In case of HVDC system, transmission System Availability shall be calculated on consolidate basis for all inter-state HVDC system.

2. Transmission system availability factor for nth calendar month ("TAF_{Pn}") shall be calculated by consider following:

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;

iv) **Bus Reactors or Switchable line reactors:** Each Bus Reactors or 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;

vii) **Static Synchronous Compensation ("STATCOM"):** Each STATCOM shall be considered as separate element.

3. The Availability of AC and HVDC portion of Transmission system shall be calculated by considering each category of transmission elements as under:


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TAFMn (in %) for AC system:

$$= \frac{o \times AV_o + (p \times AV_p) + (q \times AV_q) + (r \times AV_r) + (u \times AV_u)}{(o + p + q + r + u)} \times 100$$

Where,

- o = Total number of AC lines.
- AV_o = Availability of o number of AC lines.
- p = Total number of bus reactors/switchable line reactors
- AV_p = Availability of p number of bus reactors/switchable line reactors
- q = Total number of ICTs.
- AV_q = Availability of q number of ICTs.
- r = Total number of SVCs.
- AV_r = Availability of r number of SVCs
- u = Total number of STATCOM.
- AV_u = Availability of u number of STATCOMs

TAFMn (in %) for HVDC System:

$$= \frac{\sum_{x=1}^s C_{xbp}(\text{act}) \times AV_{xbp} + \sum_{y=1}^t C_{ybtb}(\text{act}) \times AV_{ybtb}}{\sum_{x=1}^s C_{xbp} + \sum_{y=1}^t C_{ybtb}} \times 100$$

Where

- $C_{xbp}(\text{act})$ = Total actual operated capacity of x^{th} HVDC pole
- C_{xbp} = Total rated capacity of x^{th} HVDC pole


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AV_{xbp}	=	Availability of x^{th} HVDC pole
$Cy_{btb(act)}$	=	Total actual operated capacity of y^{th} HVDC back-to-back station block
Cy_{btb}	=	Total rated capacity of y^{th} HVDC back-to-back station block
AV_{ybtb}	=	Availability of y^{th} HVDC back-to-back station block
s	=	Total no of HVDC poles
t	=	Total no of HVDC Back to Back blocks

4. The availability for each category of transmission elements shall be calculated based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the transmission elements are as per Appendix-III. The weightage factor for each category of transmission elements shall be considered as under:

- (a) For each circuit of AC line – Number of sub-conductors in the line multiplied by ckt-km;
- (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; and
- (g) For STATCOM – Total rated MVAR Capacity.

5. The transmission elements under outage due to following reasons shall be deemed to be available:

i. Shut down availed for maintenance of another transmission scheme or construction of new element or renovation/upgradation/additional capitalization in existing system approved by the Commission. If the other transmission scheme belongs to the transmission licensee, the Member Secretary, RPC may restrict the deemed availability period to that considered reasonable by him for the work involved. In case of dispute regarding deemed availability, the matter may be referred to Chairperson, CEA within 30 days.

ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of concerned RLDC.


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6. For the following contingencies, outage period of transmission elements, as certified by the Member Secretary, RPC, shall be excluded from the total time of the element under period of consideration for the following contingencies:

i) Outage of elements due to acts of God and force majeure events beyond the control of the transmission licensee. However, whether the same outage is due to force majeure (not design failure) will be verified by the Member Secretary, RPC. A reasonable restoration time for the element shall be considered by Member Secretary, RPC 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. Member Secretary, RPC may consult the transmission licensee or any expert for estimation of reasonable restoration time. 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;

Provided that in case of any disagreement with the transmission licensee regarding reason for outage, same may be referred to Chairperson, CEA within 30 days. The above need to be resolved within two months:

Provided further that where there is a difficulty or delay beyond sixty days, from the incidence in finalizing the recommendation, the Member Secretary of concerned RPC shall allow the outage hours on provisional basis till the final view.

7. Time frame for certification of transmission system availability: (1) Following schedule shall be followed for certification of availability by Member Secretary of concerned RPC:

- Submission of outage data by Transmission Licensees to RLDC/ constituents – By 5th of the following month;
- Review of the outage data by RLDC / constituents and forward the same to respective RPC – by 20th of the month;
- Issue of availability certificate by respective RPC – by 3rd of the next month.


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Appendix-III

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

For AC transmission system

$$AV_o(\text{Availability of } o \text{ no. of AC lines}) = \frac{\sum_{i=1}^o W_i T_i - TNA_i / T_i}{\sum_{i=1}^o W_i}$$

$$AV_q(\text{Availability of } q \text{ no. of ICTs}) = \frac{\sum_{k=1}^q W_k T_k - TNA_k / T_k}{\sum_{k=1}^q W_k}$$

$$AV_r(\text{Availability of } r \text{ no. of SVCs}) = \frac{\sum_{l=1}^r W_l T_l - TNA_l / T_l}{\sum_{l=1}^r W_l}$$

$$AV_p(\text{Availability of } p \text{ no. of Switched Bus reactors}) = \frac{\sum_{m=1}^p W_m (T_m - TNA_m) / T_m}{\sum_{m=1}^p W_m}$$

$$AV_u(\text{Availability of } u \text{ no. of STATCOMs}) = \frac{\sum_{n=1}^u W_n T_n - TNA_n / T_n}{\sum_{n=1}^u W_n}$$

$$AV_{xpb}(\text{Availability of an individual HVDC pole}) = \frac{(T_x - TNA_x)}{T_x}$$

$$AV_{yabb}(\text{Availability of an individual HVDC Back-to-back Blocks}) = \frac{(T_y - TNA_y)}{T_y}$$

For HVDC transmission system

For the new HVDC commissioned but not completed twelve months;

For first 12 months: $[(AV_{xpb} \text{ or } AV_{yabb}) \times 95\% / 85\%]$, subject to ceiling of 95%.

Where,

- o = Total number of AC lines;
- AV_o = Availability of o number of AC lines;
- p = Total number of bus reactors/switchable line reactors;
- AV_p = Availability of p number of bus reactors/switchable line reactors;
- q = Total number of ICTs;
- AV_q = Availability of q number of ICTs;
- r = Total number of SVCs;
- AV_r = Availability of r number of SVCs;
- U = Total number of STATCOM;


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AV_u	=	Availability of u number of STATCOMs;
W_i	=	Weightage factor for i th transmission line;
W_k	=	Weightage factor for k th ICT;
W_l	=	Weightage factors for inductive & capacitive operation of l th SVC;
W_m	=	Weightage factor for m th bus reactor;
W_n	=	Weightage factor for n th STATCOM.
$T_i, T_k, T_l, T_m, T_n, T_x, T_y$	=	The total hours of i th AC line, k th ICT, l th SVC, m th Switched Bus Reactor & n th STATCOM, x th HVDC pole, y th HVDC back-to-back blocks during the period under consideration (excluding time period for outages not attributable to transmission licensee for reasons given in Para 5 of the procedure)
$T_{NA}^i, T_{NA}^k, T_{NA}^l, T_{NA}^m, T_{NA}^n, T_{NA}^x, T_{NA}^y$	=	The non-availability hours (excluding the time period for outages not attributable to transmission licensee taken as deemed availability as per Para 5 of the procedure) for i th AC line, k th ICT, l th SVC, m th Switched Bus Reactor, n th STATCOM, x th HVDC pole and y th HVDC back-to-back block.


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Schedule: 10

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached


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Schedule: 11

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. To be provided separately in the name of each of the Long Term Transmission Customer(s), in proportion to their Allocated Project Capacity as provided in Schedule 1 of this document)

In consideration of the[Insert name of the TSP or Selected Bidder on behalf of the TSP, with address] agreeing to undertake the obligations under the TSA datedand the other RFP Project Documents and REC Power Development and Consultancy Limited ("BPC"), agreeing to execute the *Share Purchase Agreement* 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[Insert Name of the Long Term Transmission Customer] at[Insert the Place from the address of the Long Term Transmission Customer indicated in the TSA] forthwith on demand in writing from[Name of the Long Term Transmission Customer] 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 in respect of the Long Term Transmission Customer as per the terms of TSA separately to each Long Term Transmission Customer in the ratio of Allocated Project Capacities, as on the date seven (7) days prior to the Bid Deadline] on behalf of M/s. [Insert name of the Selected Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and includingand shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA 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 TSA]. The Long Term Transmission Customer 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 Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.


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The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Rajgarh Transmission Limited, [Insert name of the TSP] and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer 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 Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Rajgarh Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Rajgarh Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Rajgarh Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Rajgarh Transmission Limited or the Selected Bidder or TSP, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer 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 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]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

In witness where of:



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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


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Schedule: 12

SUPPLEMENTARY AGREEMENT

BETWEEN

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

AND

..... [Insert name of the new Long Term Transmission
Customer 1],..... [Insert name of the new Long Term Transmission
Customer 2],..... [Insert name of the new Long Term Transmission
Customer n]

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

AND

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

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


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

WHEREAS:

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

Table : 1

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH as under:

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

Table 2:

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


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

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

WITNESS:

**Table 3:
WITNESS**

- | | |
|--|--|
| 1. Signature:
Name:
Designation: | For and on behalf of
[Insert name of the TSP] |
| 2. Signature:
Name:
Designation: | For and on behalf of
[Insert name of the new Long
Term Transmission Customer
1] |
| 3. Signature:
Name:
Designation: | For and on behalf of
[Insert name of the new Long
Term Transmission Customer
1] |
| n. Signature:
Name:
Designation: | For and on behalf of
[Insert name of the new Long
Term Transmission Customer
n] |

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REC Power Development and Consultancy Limited

(Formerly Known as REC Power Distribution Company Limited
A wholly owned subsidiary of REC Limited, a 'Navratna CPSE'
under Ministry of Power, Govt. of India)



Ref No: RECPDCL/TBCB/Rajgarh/2021-22/3333

Date: 31.03.2022

M/s G R Infraprojects Limited
2nd Floor, Novus Tower, Plot No. 18,
Sector-18, Gurugram, Haryana-122015

(Kind Attn: Mr. Vinod Kumar Agarwal, Chairman & Whole Time Director)

Establishment of 'Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh' through tariff based competitive bidding process - Letter of Intent.

Sir,

We refer to:

1. The Request for Proposal dated 09.09.2021 comprising Request for Proposal Document, Draft Transmission Service Agreement, Share Purchase Agreement and Tariff Illustration Sheet (provided in CD) and Survey Report dated 21.10.2021 issued to M/s G R Infraprojects Limited as regards participation in the Global Invitation for Bids for establishment of 'Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh' through Tariff Based Competitive Bidding process, and as amended till the Bid Deadline including all correspondence/clarifications/amendments/Errata/corrigendum issued by REC Power Development and Consultancy Limited (erstwhile REC Transmission Projects Company Limited) in regard thereto (hereinafter collectively referred to as the 'Final RFP') and as listed below:
 - i. Survey Report dated 21.10.2021
 - ii. Amendment-I dated 10.11.2021
 - iii. Clarifications & Amendment-II dated 19.11.2021
 - iv. Amendment-III dated 26.11.2021
 - v. Additional Clarifications & Amendment-IV dated 06.12.2021
 - vi. Amendment-V dated 08.12.2021
 - vii. Additional Clarifications & Amendment-VI dated 16.12.2021
 - viii. Additional Clarifications dated 21.12.2021
 - ix. Amendment – VII dated 24.12.2021
 - x. Additional Clarifications dated 31.12.2021
2. The offer of M/s G R Infraprojects Limited by way of a Technical Bid pursuant to (1) above submitted on 03.01.2022 in response to the Final RFP.
3. The offer of M/s G R Infraprojects Limited by way of an Initial Offer as submitted on 03.01.2022 in response to the Final RFP.
4. The offer of M/s G R Infraprojects Limited by the way of Final Offer (discovered during e-RA Reverse Auction) as submitted on 10.03.2022 in response to the Final RFP
5. The Technical Bid as in (2) above, the Initial Offer as in (3) above and the Final Offer as in (4) above hereinafter collectively referred to as the 'Bid'

Accepted unconditionally



[Signature]

Page 1 of 4

We are pleased to inform you that your proposal and offer received by way of the 'Bid' has been accepted and M/s G R Infraprojects 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 in 2 copies, One original plus One copy.

This LoI is based on the Final RFP and is further contingent upon you satisfying the following conditions:

- a) Acknowledging its issuance and unconditionally accepting its contents and recording 'Accepted unconditionally' under the signature and stamp of your authorized signatory on each page of the duplicate copy of this letter attached herewith and returning the same to REC Power Development and Consultancy Limited within 3 (Three) days from the date of issuance of LoI;
- b) Completion of various activities as stipulated in the 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.
- c) Provide the Contract Performance Guarantee of Rs. 15.15 Crore (Rupees Fifteen Crore Fifteen Lakh Only) within 10 (Ten) days from issue of this LoI, separately in favour of the Long Term Transmission Customer listed out in Annexure 1 of the RFP, as per the provisions of Clause 2.12.

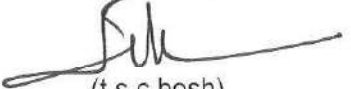
It may be noted that REC Power Development and Consultancy Limited has the rights available to them under the Final RFP, including rights under clause 2.15.5 and 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

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 transmission element as agreed by you in your Bid, as per Annexure 22 and Format-1 of Annexure-8 respectively of the Final RFP is enclosed herewith as Schedule-A and incorporated herein by way of reference.

Further, please note that relationship of M/s G R Infraprojects Limited with the Long Term Transmission Customer will be governed solely on the basis of the Final RFP.

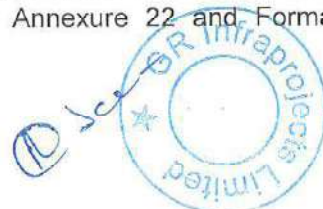
You are requested to unconditionally accept the LoI, and record on one copy of the LoI, 'Accepted unconditionally', under the signature of the authorized signatory of your Company and return such copy to us within 3 (Three) days of issue of LoI.

Yours faithfully


(t s c bosh)
Jt. CEO

Enclosures:

1. Schedule A: Quoted Transmission Charges and the Scheduled COD of transmission element submitted in your Bid, as per Annexure 22 and Format-1 of Annexure-8 respectively of the Final RFP



Copy for kind information to:

1. The Secretary,
Central Electricity Regulatory Commission,
3 & 4 Floor, Chandralok Building,
Janpath, New Delhi-110001
2. The Chairperson
Central Electricity Authority,
Sewa Bhawan, R K Puram,
New Delhi-110066
3. The Joint Secretary (Transmission)
Ministry of Power,
Shram Shakti Bhawan,
Rafi Marg, New Delhi – 110 001
4. The Director (Transmission)
Ministry of Power, Govt. of India
Shram Shakti Bhawan, Rafi Marg,
New Delhi-110001
5. The Chief Engineer (PSP & PA - I), (Shri Ishan Sharan)
Central Electricity Authority,
Sewa Bhawan, R.K. Puram,
New Delhi – 110066
6. The Chief Operating Officer (Shri P. C. Garg)
Central Transmission Utility of India Limited
Power Grid Corporation of India Ltd.
"Saudamini", Plot No. 2, Sector – 29
Gurgaon – 122001
7. The Member Secretary (Shri Satyanarayan. S)
Western Regional Power Committee,
F-3, MIDC Area, Marol,
Opp. SEEPZ, Central Road,
Andheri (East),
Mumbai - 400 093
8. The Executive Engineer (Shri Avaneesh Shukla)
Rewa Ultra Mega Solar Limited
Urja Bhawan, Shivaji Nagar,
Link Road No-2, Bhopal,
Madhya Pradesh - 462016



Schedule-A

Financial Bid

Contract Year	Commencement date of Contract year	End Date of Contract Year	Non-Escalable Transmission Charges (Rs. In Millions)	Escalable Transmission Charges (Rs. In Millions)
1	31-Jul-23	31-Mar-24	353.59	-
2	1-Apr-24	31-Mar-25	505.12	
3	1-Apr-25	31-Mar-26	505.12	
4	1-Apr-26	31-Mar-27	505.12	
5	1-Apr-27	31-Mar-28	505.12	
6	1-Apr-28	31-Mar-29	505.12	
7	1-Apr-29	31-Mar-30	505.12	
8	1-Apr-30	31-Mar-31	505.12	
9	1-Apr-31	31-Mar-32	353.59	
10	1-Apr-32	31-Mar-33	353.59	
11	1-Apr-33	31-Mar-34	353.59	
12	1-Apr-34	31-Mar-35	353.59	
13	1-Apr-35	31-Mar-36	353.59	
14	1-Apr-36	31-Mar-37	353.59	
15	1-Apr-37	31-Mar-38	353.59	
16	1-Apr-38	31-Mar-39	353.59	
17	1-Apr-39	31-Mar-40	353.59	
18	1-Apr-40	31-Mar-41	353.59	
19	1-Apr-41	31-Mar-42	353.59	
20	1-Apr-42	31-Mar-43	353.59	
21	1-Apr-43	31-Mar-44	353.59	
22	1-Apr-44	31-Mar-45	353.59	
23	1-Apr-45	31-Mar-46	353.59	
24	1-Apr-46	31-Mar-47	353.59	
25	1-Apr-47	31-Mar-48	353.59	
26	1-Apr-48	31-Mar-49	353.59	
27	1-Apr-49	31-Mar-50	353.59	
28	1-Apr-50	31-Mar-51	353.59	
29	1-Apr-51	31-Mar-52	353.59	
30	1-Apr-52	31-Mar-53	353.59	
31	1-Apr-53	31-Mar-54	353.59	
32	1-Apr-54	31-Mar-55	353.59	
33	1-Apr-55	31-Mar-56	353.59	
34	1-Apr-56	31-Mar-57	353.59	
35	1-Apr-57	31-Mar-58	353.59	
36	1-Apr-58	30-Jul-58	353.59	



[Handwritten signature]



G R INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN : U45201GJ1995PLC098652

ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidders' Undertakings

Date: 30-November-2021

To,

Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4, Sec – 29 Gurugram – 122 001

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of TSP to establish transmission system for Transmission System for Evacuation of Power from RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh

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 Central Electricity Regulatory Commission (Open Access in Interstate Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 made pursuant to section 177(2) of the Electricity Act, 2003.
3. We give our unconditional acceptance to the RFP dated 09.09.2021 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute the Share Purchase Agreement as per the provisions of this RFP.

CORPORATE OFFICE :

2nd Floor, Novus Tower
Plot No. 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000

HEAD OFFICE :

GR House, Hiranagar, Sector-11
Udaipur, Rajasthan-313002, India
Ph.: +91-294-2487370, 2483033

REGISTERED OFFICE :

Revenue Block No. 223
Old Survey No. 384/1, 384/2, Paiki
and 384/3, Khata No. 464, Kochariya
Ahmedabad, Gujarat-382220, India





GR INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN : U45201GJ1995PLC098652

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 22 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 in original 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 18.2 of the TSA. *(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:

Sr. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor	18 months	27.251%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	Pachora SEZ PP -Bhopal(Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVAR switchable line reactors with 400 ohms NGR on each circuit at Pachora end		69.435%	
3.	2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP -Bhopal (Sterlite) 400kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)		3.314%	

CORPORATE OFFICE :
2nd Floor, Novus Tower
Plot No. 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000

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Udaipur, Rajasthan-313002, India
Ph.: +91-294-2487370, 2483033

REGISTERED OFFICE :
Revenue Block No. 223
Old Survey No. 384/1, 384/2, Paiki
and 384/3, Khata No. 464, Kochariya
Ahmedabad, Gujarat-382220, India





GR INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN : U45201GJ1995PLC098652

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: 18 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. Ratio of minimum and maximum Quoted Transmission Charges during the term of the TSA for which Transmission Charges have been quoted in the format at Annexure 22 of the Bid is not less than zero point seven (0.7) as provided in Clause 2.5.3.
 - b. Further, the Quoted Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.5.1.3) for any Contract Year does not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, for the entire term.
 - c. Financial Bid in the prescribed format of Annexure 22 has been submitted duly signed by the authorized signatory.
 - d. Financial Bid is unconditional.
 - e. 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 Rajgarh 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 TSA, and relevant provisions of TSA 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.



CORPORATE OFFICE :
2nd Floor, Novus Tower
Plot No. 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000

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GR House, Hiran Magri, Sector-11
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REGISTERED OFFICE :
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and 384/3, Khata No. 464, Kochariya
Ahmedabad, Gujarat-382220, India





GR INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN : U45201GJ1995PLC098652

12. Original power of attorney/ Board resolution as per Clause 2.5.2 is enclosed.

Signature and stamp of any Whole-time Director / Manager (supported by a specific Board Resolution)

For and on behalf of Bidding Company/Consortium

M/s G R Infraprojects Limited

.....
(Signature of authorised signatory)



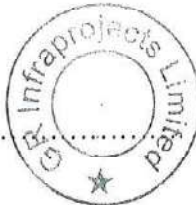
Name: **Ramesh Chandra Jain**
Designation: **Whole Time Director**
Date: **30-Nov-2021**
Place: **Gurugram**

Common Seal of G R Infraprojects Limited has been affixed in my presence, pursuant to the Board of Director's resolution dated 01st October 2021.

WITNESS

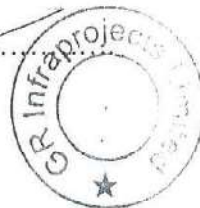
1.
(Signature)

Name: **Ashwin Agarwal**
Designation **Assistant General Manager**



2.
(Signature)

Name: **Sibanarayan Nayak**
Designation: **President**



CORPORATE OFFICE :
2nd Floor, Novus Tower
Plot No. 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000

HEAD OFFICE :
GR House, Hiran Magri, Sector-11
Udaipur, Rajasthan-313002, India
Ph.: +91-294-2487370, 2483033

REGISTERED OFFICE :
Revenue Block No. 223
Old Survey No. 384/1, 384/2, Paiki
and 384/3, Khata No. 464, Kochariya
Ahmedabad, Gujarat-382220, India





GRIL/RECPDCL/TBCB/RAJGARH/2022-23/01

Date: 02-04-2022

To,
Jt. Chief Executive Officer,
REC Power Development And Consultancy Limited
(Formerly REC Power Distribution Company Limited)
REC Corporate Head Quarter, D Block, Plot No. I - 4,
Sector - 29, Gurugram - 122 001

Kind Attn: Sh. T S C BOSH

Sub: "Transmission System for Evacuation of Power from RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" through tariff based competitive bidding process- Acceptance of Letter of Intent.

Reference: Letter of Intent No: RECPDCL/TBCB/Rajgarh/2021-22/3333 dated 31.03.2022

Dear Sir,

We thankfully acknowledge the receipt of Letter of Intent vide your letter RECPDCL/TBCB/Rajgarh/2021-22/3333 dated 31.03.2022.

With reference to your above letter, we hereby confirm the unconditional acceptance of the contents of the referred letter of intent.

Further, we refer to the clause 2.15.2 (b) of the RFP with regards to the execution of the Share Purchase Agreement and other RFP Project Documents. We request to convey a suitable date so that we can come along with the documents for execution.

Thanking you and assuring best of our services.

For G R Infraprojects Limited.

(Authorized Signatory)



Encl.: Duly signed LOI in Original

CORPORATE OFFICE :

Plot No.18, Sector-18
Novus Tower, 2nd Floor
Gurugram-122015
E-mail: delhi@grinfra.com
Website : www.grinfra.com

HEAD OFFICE:

GR House, Hiran Magri, Sector-11,
Udaipur, Rajasthan-313002, India
Phone: 0294-2487370, 2483033
Fax: 0294-2487749
E-mail: info@grinfra.com

REGISTERED OFFICE:

Revenue Block No. 223,
Old Survey No. 384/1, 384/2 Paiki
and 384/3, Khata No. 464, Kochariya,
Ahmedabad, Gujarat-382220, India



JAS-ANZ



ISO 9001-2008
Reg. No. RQ91/6251

Date: 14.03.2022

CERTIFICATE BY BID EVALUATION COMMITTEE

Subject: Selection of Successful Bidder as Transmission Service Provider to establish Transmission System for "Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" through tariff based competitive bidding process.

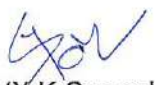
It is certified that:

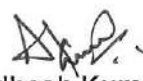
- The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 and as amended from time to time.
- M/s G R Infraprojects Limited, with the lowest Levelised Transmission Charges of Rs. 408.19 Million, emerged as the successful Bidder after the conclusion of e-Reverse Auction.
- Thus, Levelised Transmission Charges of Rs. 408.19 Million discovered through e-reverse auction is acceptable.


(Umesh Kumar Madan)
Regional Head Delhi,
SBI Capital Markets
Chairman, BEC


(Ajay Kumar Shrivastava)
CE (Procurement), MPPTCL
Member, BEC


(Amit R Naik)
SE (Systems & Planning),
MSETCL
Member, BEC


(Y K Swarnkar)
Director (PSETD), CEA
Member, BEC


(Awdhesh Kumar Yadav)
Director (PSPA-I), CEA
Member, BEC


(P. Baburaj)
Chairman, SPV

REC Power Development and Consultancy Limited

(Formerly Known as REC Power Distribution Company Limited
A wholly owned subsidiary of REC Limited, a 'Navratna CPSE'
under Ministry of Power, Govt. of India)



Ref No: RECPDCL/TBCB/Rajgarh/2022-23/

Date: 11.04.2022

M/s G R Infraprojects Limited

2nd Floor, Novus Tower, Plot No. 18,
Sector-18, Gurugram, Haryana-122015

Kind Attention: Mr. Vinod Kumar Agarwal, Chairman & Whole Time Director

Sub: Establishment of Transmission System for "Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" through tariff based competitive bidding process.

Dear Sir,

This is in reference to Letter of Intent dated 31st March, 2022 issued to you for Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh.

In terms of first proviso of Clause 2.15.2 of Final Request for Proposal document, the last date for 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, is extended from 11th April, 2022 to 21st April, 2022.

Thanking You,

Yours Faithfully,

A handwritten signature in blue ink, appearing to read "P S Hariharan".

(P S Hariharan)
Addl. CEO

Ref No: RECPDCL/TBCB/Rajgarh/2022-23/

Date: 20.04.2022

M/s G R Infraprojects Limited

2nd Floor, Novus Tower, Plot No. 18,
Sector-18, Gurugram, Haryana-122015

Kind Attention: Mr. Vinod Kumar Agarwal, Chairman & Whole Time Director

Sub: Establishment of Transmission System for "Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" through tariff based competitive bidding process.

Dear Sir,

This is in reference to Letter of Intent dated 31st March, 2022 and 11th April, 2022 issued to you for Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh.

In terms of first proviso of Clause 2.15.2 of Final Request for Proposal document, the last date for 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, is extended from 21st April, 2022 to 02nd May, 2022.

Thanking You,

Yours Faithfully,


(P S Hariharan)
Addl. CEO

Ref No: RECPDCL/TBCB/Rajgarh/2022-23/

Date: 02.05.2022

M/s G R Infraprojects Limited

2nd Floor, Novus Tower, Plot No. 18,
Sector-18, Gurugram, Haryana-122015

Kind Attention: Mr. Vinod Kumar Agarwal, Chairman & Whole Time Director

Sub: Establishment of Transmission System for "Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" through tariff based competitive bidding process.

Dear Sir,

This is in reference to Letter of Intent dated 31st March, 2022 and 11th April, 2022 & 20th April, 2022 issued to you for Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh.

In terms of first proviso of Clause 2.15.2 of Final Request for Proposal document, the last date for 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, is extended from 02nd May, 2022 to 12th May, 2022.

Thanking You,

Yours Faithfully,


(P S Hariharan)
Addl. CEO

Ref No: RECPDCL/TBCB/Rajgarh/2022-23/

Date: 11.05.2022

M/s G R Infraprojects Limited

2nd Floor, Novus Tower, Plot No. 18,
Sector-18, Gurugram, Haryana-122015

Kind Attention: Mr. Vinod Kumar Agarwal, Chairman & Whole Time Director

Sub: Establishment of Transmission System for "Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" through tariff based competitive bidding process.

Dear Sir,

This is in reference to Letter of Intent dated 31st March, 2022 and 11th April, 2022, 20th April, 2022 & 02nd May, 2022 issued to you for Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh.

In terms of first proviso of Clause 2.15.2 of Final Request for Proposal document, the last date for 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, is extended from 12th May, 2022 to 23rd May, 2022.

Thanking You,

Yours Faithfully,



(P S Hariharan)
Addl. CEO

Ref No: RECPDCL/TBCB/Rajgarh/2022-23/

Date: 23.05.2022

M/s G R Infraprojects Limited

2nd Floor, Novus Tower, Plot No. 18,
Sector-18, Gurugram, Haryana-122015

Kind Attention: Mr. Vinod Kumar Agarwal, Chairman & Whole Time Director

Sub: Establishment of Transmission System for "Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" through tariff based competitive bidding process.

Dear Sir,

This is in reference to Letter of Intent dated 31st March, 2022 and 11th April, 2022, 20th April, 2022, 02nd May, 2022 & 11th May, 2022 issued to you for Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh.

In terms of first proviso of Clause 2.15.2 of Final Request for Proposal document, the last date for 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, is extended from 23rd May, 2022 to 02nd June, 2022.

Thanking You,

Yours Faithfully,



(P S Hariharan)
Addl. CEO

Ref No: RECPDCL/TBCB/Rajgarh/2022-23/ **713**

Date: 02.06.2022

M/s G R Infraprojects Limited

2nd Floor, Novus Tower, Plot No. 18,
Sector-18, Gurugram, Haryana-122015

Kind Attention: Mr. Vinod Kumar Agarwal, Chairman & Whole Time Director

Sub: Establishment of Transmission System for "Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" through tariff based competitive bidding process.

Dear Sir,

This is in reference to Letter of Intent dated 31st March, 2022 and our letter dated 11th April, 2022, 20th April, 2022, 02nd May, 2022, 11th May, 2022 & 23rd May, 2022 issued to you for Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh.

In terms of first proviso of Clause 2.15.2 of Final Request for Proposal document, the last date for 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, is extended from 02nd June, 2022 to 08th June, 2022.

Thanking You,

Yours Faithfully,



(P S Hariharan)
Addl. CEO



To,
M/S REWA ULTRA MEGA SOLAR LIMITED
URJA BHAWAN LINK RD NO.2 SHIVAJI
NAGAR BHOPAL 462016 MP

DATE :21-05-2022

INDIA
462016

We confirm having issued the following Guarantees on behalf of G R INFRAPROJECTS LTD. The details of which are as under.

Bank Guarantee No.- 49780IGL0023322
Date of Issue - 21-05-2022
Issuing Branch - IFB NEW DELHI
Beneficiary Name - M/S REWA ULTRA MEGA SOLAR LIMITED
URJA BHAWAN LINK RD NO.2 SHIVAJI
Amount - INR 15,15,00,000.00
Amount in words - INR Fifteen Crore Fifteen Lakh only
Expiry date - 21-02-2024
Claim Exp date - 21-02-2025
Status - Issued and Effective

We also confirm that the officials who have executed the guarantees are empowered to do so.

Thanking you



Yours Faithfully,
for UNION BANK OF INDIA
Sr. Manager (Forex)



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL59839727349462S
Certificate Issued Date	: 21-Jul-2020 04:11 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900328270789200336S
Purchased by	: UNION BANK OF INDIA
Description of Document	: Article Bank Guarantee
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNION BANK OF INDIA
Second Party	: Not Applicable
Stamp Duty Paid By	: UNION BANK OF INDIA
Stamp Duty Amount(Rs.)	: 120 (One Hundred And Twenty only)



Please write or type below this line

THIS STAMP PAPER FORMS
AN INTEGRAL PART OF

LC/BG No. 497801GL0023322

497801GL0023322

DATE: 21/05/2020

 कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

 Dharamveer Singh PF 60235
वरिष्ठ प्रबंधक / Senior Manager
औद्योगिक शाखा, नई दिल्ली / I.F.B., New Delhi

 कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

 B.K. GAUR PF 670235
मुख्य प्रबंधक / Chief Manager
औद्योगिक शाखा, नई दिल्ली / I.F.B., New Delhi

49780IGLOP2322
DATE 21/05/2022

Performance Security

To,
Rewa Ultra Mega Solar Limited
Urja Bhawan Link Road No. 2,
Shivaji Nagar Bhopal-462016,
Madhya Pradesh

In consideration of the G R Infraprojects Limited, having its registered office at Revenue Block No. 223, Old Survey No. 384/1, 384/2 Paiki and 384/3, Khata No. 464, Kochariya, Ahmedabad- 382220, Gujarat] agreeing to undertake the obligations under the TSA dated 02.12.2021 and the other RFP Project Documents and REC Power Development and Consultancy Limited ("BPC"), agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the Union Bank of India, having its Head Office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point Mumbai - 400021 and one of its Branches at Union Bank of India, M-11, Middle Circle, Connaught Circus, New Delhi - 110001 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Rewa Ultra Mega Solar Limited at Urja Bhawan Link Road No. 2, Shivaji Nagar Bhopal-462003, Madhya Pradesh forthwith on demand in writing from Rewa Ultra Mega Solar Limited or any officer authorized by it in this behalf (Hereinafter referred to as "Long Term Transmission Customer"), any amount up to and not exceeding Rupees Fifteen Crores Fifteen Lakhs (Rs. 15,15,00,000/-) only on behalf of M/s G R Infraprojects Limited.

This guarantee shall be valid and binding on the Guarantor Bank up to and including 21.02.2024 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA 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 Fifteen Crores Fifteen Lakhs (Rs. 15,15,00,000/-). Our Guarantee shall remain in force until 21 Months from date of Issuance. The Long Term Transmission Customer 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 Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by M/s Rajgarh Transmission Limited or M/s G R Infraprojects Limited and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer 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 Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Rajgarh Transmission Limited or the Selected Bidder, to make any claim against or any demand on Rajgarh Transmission Limited or the Selected Bidder or to give any notice to Rajgarh Transmission Limited or the Selected Bidder or to

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

धरमवीर सिंह PF 606295
वरिष्ठ प्रबंधक / Senior Manager
ओ०वि० शाखा, नई दिल्ली / F.B., New Delhi

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

B.K. GAUR PF 670235
मुख्य प्रबंधक / Chief Manager
ओ०वि० शाखा, नई दिल्ली / F.B., New Delhi

enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Rajgarh Transmission Limited or the Selected Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Customer to any entity to whom the Lead Long Term Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of Rewa Ultra Mega Solar Limited, the details of which are as follows:

Sr. No.	Particular	Details
1.	Name of Beneficiary	Rewa Ultra Mega Solar Limited
2.	Name of Bank	Punjab National Bank
3.	Address of Bank Branch	T. T. Nagar, Bhopal-462016
4.	Account No.	0591002100028529
5.	IFSC Code	PUNB0059100

NOTWITHSTANDING anything contained hereinabove:

- Our liability under this Bank guarantee shall not exceed Rs. 15,15,00,000/- (Rupees Fifteen Crores Fifteen Lakhs Only)
- This Bank guarantee shall be valid up to 21.02.2024
- Further a claim period of 12 months from the expiry date of the Bank Guarantee is available to make a demand under this Bank Guarantee. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Long Term Transmission Customer serves upon us a written claim or demand on or before 21.02.2025.
- At the end of expiry of the validity period, unless an action to enforce the claim under this guarantee is initiated before the Court or Tribunal on or before 12 months after the expiry of the validity period, all your rights under this Bank Guarantee shall stand extinguished and we shall be relieved and discharge from all our liabilities and obligations under this Bank Guarantee irrespective of return of original Bank Guarantee.

Kindly note that the confirmation of issuance of BG will be issued by the branch details mentioned as under:

"BG Confirmation"

Union Bank of India, E-Confirmation cell, Mumbai, C.O.

CP & MSME Dept., 4th Floor

239, Vidhan Bhavan Marg

Mumbai - 400021

Fax-022-22023674

Tel:022-22892299

E-mail-ecc@unionbankofindia.com

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

Charamveer Singh PF 606235
वरिष्ठ प्रबंधक / Senior Manager
औरंगाबाद शाखा, नई दिल्ली / F.B., New Delhi

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA
B.K. GAUR PF 670235
मुख्य प्रबंधक / Chief Manager
औरंगाबाद शाखा, नई दिल्ली / I.F.B., New Delhi

Signed and sealed this 21st day of May, 2022 at New Delhi.



GRIL/RECPDCL/TBCB/RAJGARH/2022-23/03

Date: 23-May -2022

To,
Chief Executive Officer,
REC Power Development and Consultancy Limited,
(Formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter, D Block, Plot No. 1 – 4,
Sector – 29, Gurugram – 122 001

Subject: “Transmission System for Evacuation of Power from RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process” – **Submission of Original Contract Performance Guarantee in accordance with Article-3 of the Transmission Service Agreement-Reg.**

Ref: 1. LOI : RECPDCL/TBCB/Rajgarh/2021-22/3333 and date 31/03/2022
2. GRIL/RECPDCL/TBCB/Rajgarh/2022-23/01 and dated 02/04/2022 Letter submitting signed duplicate copy of LOI
3. Mail Dated 19/05/2022 from RECPDCL, information regarding transfer of SPV

Dear Sir,

Letter of Acceptance (LOI) for the aforesaid Project was issued by the RECPDCL vide letter dated 31.03.2022. The LOI was received by the us on mail dated 31.03.2022, and in compliance to the provisions of the Request for Proposal (RFP) a signed duplicate copy of the LOI was submitted by the GRIL vide our letter dated 02/04/2022.

2. Pursuant to provisions of Clause 3.1.1 of Transmission Service Agreement, we are enclosing Bank guarantee from a Nationalized Bank in the form set forth in Annex-15 of Section-4 of RFP (the “Contract Performance Guarantee”) as per details below

Sl.No.	Bank Name	Bank Guarantee No. and Date	BG Amount (Rs.)	Valid up to
1	UNION BANK OF INDIA, NEW DELHI	49780IGL0023322 dated 21.05.2022	15,15,00,000.00 (Rs Fifteen crore fifteen lakh only)	21.02.2024

3. RECPDCL is requested to acknowledge the receipt of the above Contract Performance Guarantee

4. We request you kindly provide a copy of latest audited accounts and final draft of the SPA for our understanding and ascertainment of GST and TDS, if applicable

CORPORATE OFFICE :

2nd Floor, Novus Tower
Plot No. 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000

HEAD OFFICE :

GR House, Hiran Magri, Sector-11
Udaipur, Rajasthan-313002, India
Ph.: +91-294-2487370, 2483033

REGISTERED OFFICE :


Revenue Block No. 223
Old Survey No. 384/1, 384/2, Paiki
and 384/3, Khata No. 464, Kochariya
Ahmedabad, Gujarat-382220, India



5. Further, we request you to kindly issue the letter for extension of time period for “Effective Date” in terms of Section 2 read with clause 2.15.2 of RFP

Thank you and assuring you best of our services.

For G R Infraprojects Limited



Ashwin Agarwal

Authorized Signatory,

2nd floor, Novus Tower, Plot – 18, Sector – 18,

Gurugram-122015 (Haryana)

Enclosure:

1. Original Bank Guarantee (BG no. 497801GL0023322 dated 21-05-2022) (03 Pages).



GRIL/RECPDCL/TBCB/RAJGARH/2022-23/04

Date: 25-May -2022

To,
Chief Executive Officer,
REC Power Development and Consultancy Limited,
(Formerly REC Power Distribution Company Limited)
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter, D Block, Plot No. I – 4,
Sector – 29, Gurugram – 122 001

Subject: “Transmission System for Evacuation of Power from RE Projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh” through tariff based competitive bidding process” – **Submission of Extension of Contract Performance Guarantee in accordance with Article-3 of the Transmission Service Agreement-Reg.**

Ref: 1. Original BG Submission letter ref. No. - GRIL/RECPDCL/TBCB/RAJGARH/2022-23/03
Dated 23-May-2022

Dear Sir,

Subsequent to submitted original CPG dated 23/05/2022 in Pursuant to provisions of Clause 3.1.1 of Transmission Service Agreement, we are enclosing **Extension of Bank guarantee** amendment dated 24/05/2022 from our Union Bank of India.

Sl.No.	Bank Name	Bank Guarantee No. and Date	BG Amount (Rs.)	Extended Valid up to
1	UNION BANK OF INDIA, NEW DELHI	49780IGL0023322 dated 21.05.2022	15,15,00,000.00	30.03.2024

2. RECPDCL is requested to acknowledge the receipt of the above Extension of Contract Performance Guarantee

Thank you and assuring you best of our services.

For G R Infraprojects Limited


Ashwin Agarwal

(Authorized Signatory)

2nd floor, Novus Tower, Plot – 18, Sector – 18,
Gurugram-122015 (Haryana)

Enclosure:

1. Original Extension of Bank Guarantee (02 Pages).

CORPORATE OFFICE :

2nd Floor, Novus Tower
Plot No. 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000

HEAD OFFICE :

GR House, Hiran Magri, Sector-11
Udaipur, Rajasthan-313002, India
Ph.: +91-294-2487370, 2483033

REGISTERED OFFICE :

Revenue Block No. 223
Old Survey No. 384/1, 384/2, Paiki
and 384/3, Khata No. 464, Kochariya
Ahmedabad, Gujarat-382220, India





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

₹100 ₹100 ₹100 ₹100

Certificate No. : IN-DL35409903885887U
 Certificate Issued Date : 21-May-2022 02:07 PM
 Account Reference : IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL96030356291142441509U
 Purchased by : UNION BANK OF INDIA
 Description of Document : Article Bank Guarantee
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : UNION BANK OF INDIA
 Second Party : Not Applicable
 Stamp Duty Paid By : UNION BANK OF INDIA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

IN-DL-35409903885887U

THIS STAMP PAPER FORMS
AN INTEGRAL PART OF

LC/BG No. 49780/CL0023322

49780IGL0023322
DATE: 24/05/2022



कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

धरमवीर सिंह PF 606295
वरिष्ठ प्रबन्धक / Senior Manager
औरविं शाखा, नई दिल्ली / F.B., New Delhi

कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

B.K. GAUR PF 670235
मुख्य प्रबन्धक / Chief Manager
औरविं शाखा, नई दिल्ली / F.B., New Delhi

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Page 1/2

UNION BANK OF INDIA, M-11, MIDDLE CIRCLE, CONNAUGHT CIRCUS,
NEW DELHI - 110 001

To,
 Rewa Ultra Mega Solar Limited
 Urja Bhawan Link Road No. 2,
 Shivaji Nagar Bhopal-462016,
 Madhya Pradesh

Sub: Extension of our Bank Guarantee No. 49780IGL0023322 dated 21.05.2022 for Rs. 15,15,00,000/- (Rupees Fifteen Crores Fifteen lakhs Only) issued to you on behalf of **M/s G R Infraprojects Limited upto 21.02.2024 with claim expiry upto 21.02.2025**, GR House, Hiran Magri, Sector - 11, Udaipur, Rajasthan - 313002 towards Performance Guarantee.

Dear Sir,
 Please note the following addition/deletion changes in the above Bank Guarantee No. 49780IGL0023322 dated 21.05.2022 for Rs. 15,15,00,000/- (Rupees Fifteen Crores Fifteen lakhs Only) as under:

All other terms and conditions shall remain unaltered.

1. Notwithstanding anything contained herein.

- i) Our liability under this Bank Guarantee shall not exceed Rs. 15,15,00,000/- (Rupees Fifteen Crores Fifteen lakhs Only)
- ii) This Bank Guarantee shall be valid upto 30.03.2024.
- iii) Further a claim period of 12 Months from the expiry date of the Bank Guarantee is available to make a demand under this Bank Guarantee. We are liable to pay Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 30.03.2025.
- iv) At the end of expiry of the validity period, unless an action to enforce the claim under this guarantee is initiated before the court or Tribunal on or before 12 months after the expiry of the validity period, all your rights under this Guarantee shall stand extinguished and we shall be relieved and discharged from all our Liabilities and obligations under this Guarantee irrespective of return of original Bank Guarantee.

2. This letter forms an integral part of original guarantee referred to above and may be kept attached thereto.

Kindly note that the confirmation of issuance of BG will be issued by the branch details mentioned as under:

"BG Confirmation"
 Union Bank of India
 E-Confirmation cell, Mumbai, C.O.
 CP & MSME Dept., 4th Floor
 239, VidhanBhavan Marg
 Mumbai -400021
 Fax-022-22023674
 Tel:022-22892299
 E-mail-ecc@unionbankofindia.com

 कृते युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA
 धरमवीर सिंह PF 606295
 सहायक प्रबंधक / Senior Manager
 औऽवि० शाखा, नई दिल्ली / I.F.B., New Delhi

 कृते युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA
 B.K. GAUR PF 670235
 मुख्य प्रबंधक / Chief Manager
 औऽवि० शाखा, नई दिल्ली / I.F.B., New Delhi

Dated this 24th May, Day of 2022 at New Delhi.

Yours faithfully,
 For UNION BANK OF INDIA

Page 42

Annexure A-15(Colly)

SHARE PURCHASE AGREEMENT

BETWEEN

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED
(FORMERLY KNOWN AS REC POWER DISTRIBUTION COMPANY LIMITED)

AND

RAJGARH TRANSMISSION LIMITED

AND

G R INFRAPROJECTS LIMITED

Dated: 30th May, 2022





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL34801260067931U
Certificate Issued Date	: 20-May-2022 12:23 PM
Account Reference	: IMPACC (IV)/ dl775803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77580355130314399823U
Purchased by	: RAJGARH TRANSMISSION LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAJGARH TRANSMISSION LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: RAJGARH TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ('Agreement') made this 30th day of May 2022 at New Delhi by and between:

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Core 4, SCOPE Complex, 7, Lodhi Road, New Delhi 110 003, India (hereinafter referred to as "**REC PDCL**", 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**;

Raksh
RECPDCL

Rajgarh
RTL

GRINFRA
GRINFRA

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Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL34800122615683U
 Certificate Issued Date : 20-May-2022 12:22 PM
 Account Reference : IMPACC (IV)/ dl775803/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL77580355132432861876U
 Purchased by : RAJGARH TRANSMISSION LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : RAJGARH TRANSMISSION LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : RAJGARH TRANSMISSION LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



₹500

Please write or type below this line

IN-DL34800122615683U

AND

RAJGARH TRANSMISSION LIMITED a company incorporated under the Companies Act, 2013, having its registered office at Core 4, SCOPE Complex, 7, Lodhi Road, New Delhi 110003, India (herein after referred to as "**Company**" which expression shall, unless repugnant to the context, mean and include its successors in interest) of the **SECOND PART**; and



RTL



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सत्यमेव जयते

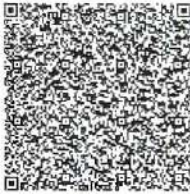
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹200

e-Stamp

Certificate No. : IN-DL34798503063224U
 Certificate Issued Date : 20-May-2022 12:20 PM
 Account Reference : IMPACC (IV)/ dl775803/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL77580355133996303661U
 Purchased by : RAJGARH TRANSMISSION LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : RAJGARH TRANSMISSION LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : RAJGARH TRANSMISSION LIMITED
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



₹200

Please write or type below this line

IN-DL34798503063224U

AND

G R INFRAPROJECTS LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Revenue Block No. 223, Old Survey No. 384/1, 384/2, Paiki and 384/3, Khata No. 464, Kochariya, Ahmedabad – 382220, India (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**.

RECPDCL

RTL



GRINFRA



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WHEREAS:

- A. The Ministry of Power, Government of India vide its notification no. 15/3/2018-Trans-Pt(1) dated 27/01/2020 has appointed REC Transmission Projects Company Limited (REC TPCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Transmission System for "Transmission system for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh" through tariff based competitive bidding process (hereinafter referred to as the "Project"). Subsequently, MCA vide its order dated 5th February, 2021 has accorded approval to the scheme of amalgamation of REC Transmission Projects Company Limited ("Transferor Company") with REC Power Distribution Company Limited ("Transferee Company") and the scheme has become effective from 6th February, 2021. Further, upon Scheme becoming effective all subsidiaries of "REC TPCL" have become subsidiaries of "REC PDCL". Subsequently, name of REC Power Distribution Company Limited has been changed to REC Power Development and Consultancy Limited (REC PDCL). Thereafter, Ministry of Power, Government of India vide its notification no. 15/3/2018- Trans-Pt(1) dated 19/07/2021 revised scope of the scheme.
- B. In accordance with the Bidding Guidelines, the BPC had initiated a competitive bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and maintain the Project comprising of the Elements mentioned in **Schedule 2** of the TSA. BPC had initiated this process in accordance with and on the terms and conditions mentioned in the RFP Project Documents (as defined hereinafter).
- C. BPC has incorporated the Company and has undertaken the preliminary studies, obtained certain approvals, etc. regarding the Project on behalf of the Company
- D. REC PDCL along with the Nominees hold one hundred per cent (100%) of the total issued and paid up equity share capital of the Company.
- E. Pursuant to the said Bid Process, G R Infraprojects Limited has been identified as the Selected Bidder vide Letter of Intent dated 31st March, 2022 issued by the BPC in favour 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 TSA.
- 1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:
- (i) **“Acquisition Price”** shall mean INR 5,53,99,621 (Rupees Five Crore Fifty-Three Lakh Ninety Nine Thousand Six Hundred Twenty One Only), which is the aggregate consideration payable by the Selected Bidder towards purchase of the Sale Shares at par and for taking over of all 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 the Parties in writing;
 - (iii) **“Bid Process”** shall mean the competitive bidding process initiated by the BPC, by issuance of RFP for selecting a Successful Bidder to build, own, operate and maintain 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;
 - (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) **“Encumbrance”** shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;
 - (vii) **“Letter of Intent”** shall have the meaning ascribed thereto under the Bid Documents;
 - (viii) **“Long Term Transmission Customer”** or **“LTTC”** shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period up to twenty-five years or more, and for the purposes of this Project, shall refer to entities listed in Annexure-19 of RFP or any such other person who executes a Supplementary Agreement for availing transmission service as per the provisions of the TSA;



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- (ix) **"Nominees"** shall mean the Persons, who are named in Annexure A of this Agreement, holding the Sale Shares as nominees of REC PDCL;
- (x) **"Party"** shall mean REC PDCL, Company and the Selected Bidder, referred to individually, and **"Parties"** shall mean REC PDCL, 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 Service Agreement; and
 - b. this Agreement.
- (xiii) **"Representations and Warranties"** shall mean the representations and warranties mentioned in Clause 4 hereto;
- (xiv) **"RoC"** shall mean the Registrar of Companies;
- (xv) **"Sale Shares"** shall mean 50,000 shares, representing one hundred percent (100%) 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;
- (xvi) **"Shares"** shall mean the fully paid-up equity shares of Company, of face value Rs. 10 each;
- (xvii) **"Shares Seller"** shall mean REC PDCL; and
- (xviii) **"Transmission Service Agreement"** or **"TSA"** means the agreement titled 'Transmission Service Agreement dated 02nd December, 2021 entered into between the Long Term Transmission Customer(s) and the TSP, pursuant to which the TSP shall build, own, operate and maintain the Project and make available the assets of the Project to the Long Term Transmission Customer(s) on a commercial basis, as may be amended from time to time.

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.



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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 free from Encumbrances together with all assets and liabilities of the Company 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 duly stamped with requisite amount of stamp duty payable on the transfer of the Sale Shares ("**Share Transfer Forms**").
- 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**") executed by the Shares Seller and the Nominees, simultaneously against the Selected Bidder handing over to the Shares Seller, demand drafts drawn in favour of the Shares Seller or by confirmation of RTGS transfer in favour of the Shares Seller, for the Acquisition Price payable to it.

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 REC PDCL that on the Closing Date, the Selected Bidder has furnished the Contract Performance Guarantee to the Long Term Transmission Customers 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 Share Certificates with the Company along with the names of its nominees to be appointed on the Board of the Company and the address within the jurisdiction of the RoC of New Delhi and Haryana, 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:

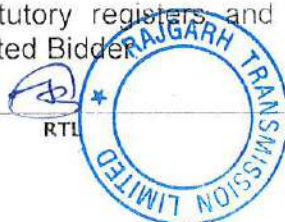
- (i) Immediately on the Closing Date convene a meeting of the Board, wherein the Board shall pass the following necessary resolutions:



- (a) approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of the **G R Infraprojects Limited** and its nominees and transfer of all assets and liabilities of the Company as on Closing Date;
- (b) approving the **G R Infraprojects Limited** as a member of the Company and entering the name of the **G R Infraprojects Limited** and its nominees in the register of members.
- (c) changing the address of the registered office of the Company to the new address as provided by the Selected Bidder as per clause 3.3 above.
- (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.

Immediately pursuant to the acceptance of resignation of the existing Directors and appointment of new Chairman, the newly constituted Board of Directors shall continue with the meeting and pass the following resolution:

- (e) 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
 - (f) 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 the **G R Infraprojects 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 **G R Infraprojects 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 the **G R Infraprojects Limited** and its nominees, to the **G R Infraprojects 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) (f) of Clause 3.3 (i) to the Lead Long Term Transmission Customer.

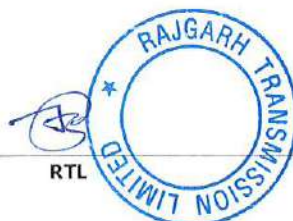
- 3.4 The Parties to this Agreement agree to take all measures that may be required to ensure that all the events contemplated in the **Clauses 3.1 to 3.3** above on the Closing Date are completed on the same day.

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 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 Long Term Transmission Customers 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 Long Term Transmission Customers as the case may be.
- 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.

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 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 is 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 governmental 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.
- 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 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 a period of 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 the 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 certified mail or by recognised courier to the addresses below:

Selected Bidder: **G R Infraprojects Limited,**
2nd Floor ,Novus Tower ,Plot no 18 , Sector 18
Gurugram 122015, Haryana, India

REC PDCL: **REC Power Development and Consultancy Limited**
Core-4, SCOPE Complex, 7, Lodhi Road,
New Delhi-110003

Company: **Rajgarh Transmission Limited**
Core-4, SCOPE Complex, 7, Lodhi Road, New
Delhi-110003

- 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.



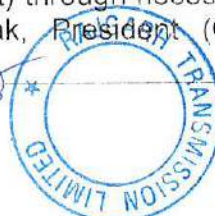
6.2 RESOLUTION OF DISPUTES

- 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 sixty (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 thirty (30) days after expiry of the aforesaid period, refer the Dispute to the Company Secretary of REC PDCL 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 thirty (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 thirty (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 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. Siba Narayan Nayak, President (Corporate Affairs and Development), pursuant to an authorization granted to Mr. Siba Narayan Nayak, President (Corporate Affairs and Development) through necessary Board resolutions. Further, Mr. Siba Narayan Nayak, President (Corporate Affairs and


 RECPDCL


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Development) 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. Siba Narayan Nayak, President (Corporate Affairs and Development) 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 the Long Term Transmission Customer(s) in accordance with Article 3.3.2 or Article 13 of the TSA thereof, REC PDCL 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.

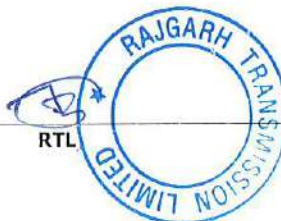
6.11 COSTS

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.

The Selected Bidder shall be liable to bear and pay the costs in respect of this Agreement and transfer of Sale Shares.

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;

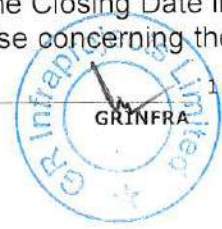
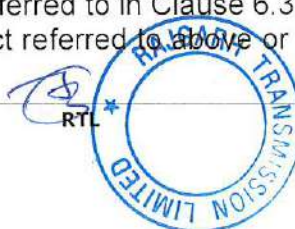
without the prior written consent of the other Parties.

Provided that the Long Term Transmission Customers and REC PDCL 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 Shares Seller, its directors, officers, employees and the subscribers including the members of any committees appointed by them in respect 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 Shares Seller against all past, present and future third party claims and liabilities arising out of actions or decisions taken by any of the persons or bodies referred to in Clause 6.3 up to the Closing Date 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.

6.17 SURVIVAL

The provisions of Clause 1 (Definitions and Interpretation), Clause 4 (Representations and Warranties), Clause 6.2 (Dispute Resolution), Clause 6.7 (Termination), Clause 6.15 (Confidentiality), Clause 6.16 (Indemnification) and other representations, warranties, covenants and provisions contained herein that by their nature are intended to survive, shall survive the termination of this Agreement

6.18 FORCE MAJEURE

No party shall be liable for its inability or delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party including delay caused through flood, riot, Act of God, lighting civil commotion, storm, tempest and earthquake.

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



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SIGNED AND DELIVERED by The within named **REC POWER DEVELOPMENT AND CONSULTANCY LIMITED** by the hand of Sh. R. Lakshmanan, CEO

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 22nd April, 2022)

IN THE PRESENCE OF:

WITNESS:
(name and address)

R. Lakshmanan (R. LAKSHMANAN)



[Signature]

(Core-4, SCOPE Complex,
7, Lodhi Road, New Delhi-110003)

[Signature]
(P.S. Hariharan)

(Core-4, SCOPE Complex, Addl. CEO
7, Lodhi Road, New Delhi-110003)

SIGNED AND DELIVERED by The within named **RAJGARH TRANSMISSION LIMITED** by the hand of Sh. Kuldeep Rai, Director

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 30th May, 2022)

WITNESS:
(name and address)



[Signature]
KULDEEP RAI

[Signature] (ANKIT KUHAR, CH)

(Core-4, SCOPE Complex,
7, Lodhi Road, New Delhi-110003)


[Signature] (Ashish kr Singh)


(Core-4, SCOPE Complex,
7, Lodhi Road, New Delhi-110003)



SIGNED AND DELIVERED by The within named **G R INFRAPROJECTS LIMITED** by the hand of Mr. Siba Narayan Nayak, President (Corporate Affairs and Development)

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 8th April , 2022)


(SIBA NARAYAN NAYAK)



WITNESS:
(name and address)

P. C. Tripathi (P. C. Tripathi)
2nd Floor, Novus Tower, Plot no 18
,Sector 18 Gurugram 122015,
Haryana, India

Mohassar Khan (Mohassar Khan)
2nd Floor, Novus Tower, Plot no 18
,Sector 18 Gurugram 122015,
Haryana, India




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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.	REC POWER DEVELOPMENT AND CONSULTANCY LIMITED through its Chief Executive Officer*	49,994	99.988
2.	Kuldeep Rai**	1	0.002
3.	Srinivasan Muralidharan**	1	0.002
4.	Subrata Aich**	1	0.002
5.	Puthiyarkattu Shivaraman Hariharan**	1	0.002
6.	Satyaban Sahoo**	1	0.002
7.	Swati Gupta**	1	0.002
	Total	50,000	100.000

* Pursuant to amalgamation of the REC TPCL with REC PDCL, the shareholding of the Rajgarh Transmission Limited is now being held by REC PDCL.

** Held as nominee of REC PDCL.



No. 44/24/2017-RE
Government of India
Ministry of Power

Shram Shakti Bhawan, Rafi Marg,
New Delhi, dated the 12th May, 2022

To

The Chairman & Managing Director,
REC Limited, Plot No. I-4,
Sector- 29, Gurugram (Haryana)- 122001

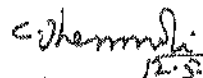
[Attention: Shri J.S. Amitabh, ED & Company Secretary]

Subject: Approval for sale and transfer of Rajgarh Transmission Limited to the Successful Bidder, selected through Tariff Based Competitive Bidding process. — Regarding.

Sir,

I am directed to refer to REC's letter SEC No.1/219/2022/722 dated 2nd May, 2022 on the subject mentioned above and to convey the approval of competent authority for sale and transfer of 50,000 equity shares of Rs. 10 each of Rajgarh Transmission Limited to the Successful Bidder, selected through Tariff Based Competitive Bidding Process i.e., M/s GR Infra projects Limited.

Yours faithfully,


(C. Thermoli)
12.5.2022

Under Secretary to the Govt. of India
Tel.: 011-23711302

Copy for information and necessary action to: US (Trans), MoP, with the request that transmission wing should also 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.

Annexure A-16

Form-I

Application Form for Grant of Transmission licence**1. Particulars of the Applicant**

S No	Particulars	Details
i.	Name of the Applicant	Rajgarh Transmission Limited
ii.	Status	Public Limited Company
iii.	Address	Core-4, Scope Complex, 7, Lodhi Road, Delhi, South Delhi, Delhi, India – 110003
iv.	Name, Designation & Address of the Contact Person	Prakash Chandra Tripathi, Assistant General Manager, Rajgarh Transmission Limited, C/o 2 nd Floor, Novus Tower, Plot No. 18, Sector-18, Gurugram, Haryana – 122015
v.	Contact Telephone No	9289719123
vi.	Fax No	—
vii.	Email ID	transmission@grinfra.com
viii.	Place of Incorporation/ Registration	New Delhi
ix.	Year of Incorporation/ Registration	2020
x.	Following documents are to be enclosed	
	a) Certificate of Registration	Annexure A-2
	b) Copy of Board Resolution	Annexure A-16

2. Particulars of the Project for which licence is being sought:

a) Transmission Lines:

S No	Name (end-points Location)	Voltage Class (kV)	Length* (km)	Type (S/C or D/C)
1	Pachora (Agar Malwa District) to Bhopal 400 kV D/C Line	400 kV	143.415	D/C

*As per survey report

b) Sub-stations:

S No	Name (Location)	Voltage Level (s) (kV)	Transformer (Nos. and MVA capacity)	Reactive/Capacitive compensation (device with MVAR Capacity)	No. of bays
1	Pachora Agar Malwa District of MP	400 kV	3x500 MVA	1x125 MVAR & 2x80 MVAR 400 kV Reactors	11 Nos AIS 400 kV Bay
		220 kV	-	-	11 Nos AIS 220 kV Bay
2	Bhopal	400 kV	-	-	04 Nos AIS 400 kV Bay

c) Commissioning Schedule

Transmission System for evacuation of power from RE projects in Rajgarh (2500 MW) SEZ in Madhya Pradesh		
S. No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	Establishment of 400/220 kV, 3x500 MVA at Pachora SEZ PP with 420 kV (125 MVAR) bus reactor	

	<p>400/220 kV, 500 MVA ICT – 3 nos. 400 kV ICT bays – 3 nos. 220 kV ICT bays – 3 nos. 400 kV line bays – 2 nos. 220 kV line bays – 6 nos. (4 nos. for Agar & Shajapur solar park interconnection & 2 nos. for other RE projects) 125 MVar, 420 kV reactor-1 no. 420 kV reactor bay – 1 no. 220kV Bus coupler bay- 1 no. 220kV Transfer Bus Coupler (TBC)bay - 1 no.</p> <p>Future provisions: Space for 400/220kV ICTs along with bays: 6 nos. 400kV line bays: 8 nos. 220kV line bays: 9 nos 420kV bus reactor along with bays: 1 no 220kV Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus)</p>	18 Months
2.	<p>Pachora SEZ PP -Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage) along with 80MVar switchable line reactors with 400 ohms NGR on each circuit at Pachora end</p> <p>Switchable line Reactors (at Pachora end) –420 kV, 2x80MVar Line reactor bays (at Pachora) – 2 nos.</p>	
3.	<p>2 no. of 400 kV line bays at Bhopal (Sterlite) for Pachora SEZ PP-Bhopal (Sterlite) 400 kV D/c line (Quad/HTLS) (with minimum capacity of 2100 MVA/ckt at nominal voltage)</p>	

d) Identified Long-Term transmission customers of the Project:

1. Rewa Ultra Mega Solar Ltd.

e) Any other relevant information: Nil

3. Levelised transmission charges in case of project selected through the transparent process of competitive bidding and estimated completion cost of the project in other cases: Rs 408.19 million per year.

4. In case applicant has been selected in accordance with the guidelines for competitive bidding, enclose:

(a) Recommendation of selection

by the Empowered Committee

(b) Evaluation report made public by the

Bid Process Coordinator

Bid Evaluation Committee
Certificate as furnished by BPC is
enclosed as Annexure A-12

5. List of documents enclosed:

Name of the Document

a) Certificate of Registration, MoA & AoA: Annexure A-3 (Colly.)

b) Copy of Board Resolution: Annexure A-16

c) Bid Evaluation Committee Certificate as furnished by BPC: Annexure A-12

Dated: 04.06.2022

Place: New Delhi

P.C. Tripathi
(Signature of the Applicant)



RAJGARH TRANSMISSION LIMITED

CIN: U40106DL2020GOI364436

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY BOARD OF DIRECTORS OF RAJGARH TRANSMISSION LIMITED IN THEIR MEETING HELD ON 31ST MAY 2022 AT 2ND FLOOR, NOVUS TOWER, PLOT NO. 18, SECTOR 18, GURUGRAM, HARYANA-122015.

"RESOLVED THAT Mr. Ashwin Agarwal, Mr. Sibnarayan Nayak and Mr. Prakash Chandra Tripathi, Authorized Signatories of the Company be and are hereby severally authorized to sign and submit petitions, affidavits, agreements, declarations, undertakings, deeds, Bills and other documents in connection therewith or incidental thereto before Central Electricity Regulatory Commission (CERC) or Appellate Tribunal for Electricity (APTEL) or Regional Power Committees and Regional Load Dispatch Centers and other regulatory authorities for and on behalf of the Company.

RESOLVED FURTHER THAT the above Authorized Signatories be and are hereby further severally authorized;

- (a) to issue notices, affidavit and other documents, communications to Long Term Transmission Customers and other Parties/ agencies,
- (b) to file Petition, Affidavit, Notices and other documents before Regulatory Commission or other Electricity body, Appellate Tribunal for Electricity and Supreme Court for issues arising out of Transmission Service Agreement,
- (c) to engage, appoint or remove any pleaders or advocates, and sign vakalatnamas, power of attorney for such engagement or appointment and (d) to file appeal and defend the interest of the Company."

Certified True Copy

For Rajgarh Transmission Limited



Ashwin Agarwal
Director
DIN: 09619055



REGISTERED OFFICE:

FLAT NO. 1097, Sector-A
Pocket- A, Vasant Kunj
New Delhi- 110070

CORPORATE OFFICE:

2nd Floor, Novus Tower
Plot No.- 18, Sector-18
Gurugram, Haryana-122015, India
Ph.: +91-124-6435000