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

PETITION NO. __/TL/2025

IN THE MATTER OF:

Bijapur REZ Transmission Limited

...APPLICANT

Versus

Central Transmission Utility of India Limited & Ors.

...RESPONDENTS

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THROUGH

HEMANT SINGH/ ANKITA BAFNA/
LAVANYA PANWAR/INDRAYUDH CHOWDHURY
ADVOCATE FOR THE APPLICANT

CHARTER LAW CHAMBERS, CLC HOUSE G-10, JANGPURA EXTENSION NEW DELHI-110014

PHONE: +91-11-41688816 FAX: +91-11-41688817

E-MAIL: desk@charter.law

PLACE: GURUGRAM DATED: 20.01.2025

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

PETITION NO. /TL/2025

IN THE MATTER OF

Application under Section 14, 15, 79(1)(e) of the Electricity Act, 2003 readwith Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2024 seeking Transmission License for Bijapur REZ Transmission Limited

AND IN THE MATTER OF

Bijapur REZ Transmission Limited
Urjanidhi, First Floor, 1, Barakhamba Lane,
Connaught Place, New Delhi- 110001

...APPLICANT

VERSUS

- Central Transmission Utility of India Ltd.
 Ministry of Power Govt. of India,
 Shram Shakti Bhawan,
 Rafi Marg, New Delhi-110001
- PFC Consulting Limited
 Urjanidhi, First Floor, 1, Barakhamba Lane,
 Connaught Place, New Delhi- 110001

- Kerala State Electricity Board Limited
 Tariff Regulatory and Affairs Cell,
 Vydyuthi Bhavan, KSEB Ltd.,
 Thiruvananthapuram (formerly Trivandrum),
 KERALA 695004
- Tamil Nadu Generation & Distribution Corporation NPKRR MAALIGAI, 144 ANNA SALAI, Chennai (formerly Madras), TAMIL NADU – 600002
- Karnataka Power Transmission Corporation Limited Corporate Office, KPTCL, Kaveri Bhavan, K.G Road Bengaluru - 560009, Bengaluru, KARNATAKA - 560009
- Southern Power Distribution Company of Andhra Pradesh Ltd.
 APPCC, Vidyut Soudha,
 Gunadala, Vijayawada,
 ANDHRA PRADESH 520004
- Transmission Corporation of Andhra Pradesh Limited Chief Engineer/Planning, Power Systems & Commercial, APTRANSCO, Vidyut Soudha, Vijayawada-520004



- Gulbarga Electricity Supply Company Limited
 Corporate Office, PTC Section,
 Station Main Road, Opp. Parivar Hotel,
 GESCOM, Kalaburagi,
 Gulbarga (Kalburgi),
 KARNATAKA 585102
- Transmission Corporation of Telangana Ltd.
 6-3-572 Vidyut Sauda, Khairatabad,
 Hyderabad,
 TELANGANA 500082
- Bangalore Electricity Supply Company
 Corporate Office BESCOM,
 K.R. Circle Bangalore-560001,
 Bengaluru*(Bangalore),
 KARNATAKA 560001
- 11. Renew Solar Power Pvt. Ltd.138, ANSAL CHAMBER BIKA JI CAMA,CHAMBER NEW DELHI.,New Delhi,DELHI 110029
- 12. Chamundeshwari Electricity Supply Corporation Limited No.29, Corporate Office CESC Mysore,
 Vijayanagar 2nd Stage,
 Hinkal, Mysuru-570 017,
 Mysore,

Y

KARNATAKA - 570017

- Mangalore Electricity Supply Company Limited
 Corporate Office, Mescom,
 Mescom Bhavana,
 Kavoor Cross Road, Bejai,
 Mangalore,
 KARNATAKA 575004
- 14. JSW Renew Energy LimitedJSW Centre, BKC, Bandra East,Mumbai,Maharashtra 400051
- 15. Renew Surya Ojas Private Limited138, Ansal Chamber II,Bikaji Cama Place,New Delhi,110066
- 16. Ayana Renewable Power Six Private Limited S 2904, 29th floor,
 World Trade Center,
 Brigade Gateway Campus,
 26/1, Dr. Rajkumar Road,
 Rajajinagar,
 Bangalore 560 055
- 17. Eastern Power Distribution Company of Andhra Pradesh Limited Chief General Manager, RA&PP,



Corporate Office,
Seethammadhara, P&T Colony,
Visakhapatnam-530013,
Andhra Pradesh

18. Hubli Electricity Supply Company Ltd.Corporate Office PB Road,Navanagar Hubballi, Hubli,Karnataka – 580025

... RESPONDENTS

APPLICATION UNDER SECTION 14, 15, 79 OF THE ELECTRICITY ACT, 2003 FOR GRANT OF TRANSMISSION LICENSE

MOST RESPECTFULLY SHOWETH

A. INTRODUCTION

The Applicant i.e. Bijapur REZ Transmission Ltd. (hereinafter as "the Applicant") has approached this Hon'ble Commission by way of the present Application/ Petition filed under Section 14, 15 and 79 (1) (e) of the Electricity Act, 2003 ("Electricity Act") readwith Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2024 (hereinafter as "CERC Transmission Licence Regulations") for grant of Transmission Licence in order

A

to implement the inter-state transmission system namely "Transmission Scheme for integration of Bijapur REZ in Karnataka" ("Transmission Project") on build, own, operate and transfer basis to provide transmission services.

- 2. For implementation of the Transmission Project, on 12.12.2024, M/s G R Infraprojects Ltd., the holding company of the Applicant, was issued a Letter of Intent and declared as successful bidder by the Bid Process Co-ordinator i.e. Respondent No. 2/ PFC Consulting Limited (hereinafter as "BPC"), with the quoted annual transmission charges of Rs 1077.00 million per annum [Schedule 5 of Transmission Service Agreement ("TSA")], pursuant to the Tariff Based Competitive Bidding ("TBCB") process conducted in terms of the Request for Proposal dated 01.06.2024 ("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 [readwith Schedule-2 of TSA], the Transmission Project, which is to be executed by the Applicant, comprises of the following elements:

SI.	Name	of	the	Scheduled	Percentage		Element(s)	
No	Transmission		COD	of	Quoted	which	are	
	Element			Transmission		prerequired		
				Cha	rges	for dec	laring	



			recoverable on Scheduled COD of the Element of the Project	•
1	Establishment of 400/220 kV 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka	24 months from Effective Date (i.e., transfer of SPV) (16.01.2027)		Element at SI. No. 2 and 3
2	Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line		100	Element at SI. No. 1 and 3
3	2x125MVAr 420 kV bus reactors at Bijapur PS			Element at SI. No. 1 and 2

- 4. As per Clause 1.2 of RFP readwith Article 2.1 and Schedule 2 of Transmission Service Agreement, the Scheduled Commercial Operation Date (SCOD) of the Transmission Project will be 16.01.2027 i.e., 24 months from the effective date (which is the date of transfer of SPV/ Applicant in favour of GR Infraprojects Ltd. on 16.01.2025).
- 5. In order to implement the aforementioned Inter-State Transmission System, as per Article 3.1 of Transmission Service Agreement, the Applicant is obligated to approach this Hon'ble Commission in terms of Sections 14 and 15 of Electricity Act readwith CERC Transmission



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

B. BACKGROUND FACTS

- 6. The Ministry of Power, Government of India, vide its notification no. CG-DL-E-15032024-253080 dated 15.03.2024 ("Notification") notified the Respondent No. 2/ PFC Consulting Ltd. to be the Bid Process Coordinator/ BPC for the purpose of selection of a Bidder which can subsequently act as a Transmission Service Provider ("TSP") for establishing the Transmission Project through tariff based competitive bidding process ("TBCB").
- 7. Meanwhile on 28.06.2024, it is pertinent to mention that a company in the form of Special Purpose Vehicle (SPV) and by the name of "Bijapur REC Transmission Ltd." i.e., the Applicant herein, was incorporated under the Companies Act, 2013 and thereafter became a wholly owned subsidiary of the BPC to initiate the steps towards execution of the Transmission Project. Pursuant to the selection of successful bidder by BPC, the said bidder has to act as the



Transmission Service Provider/ TSP after acquiring the above SPV/ Applicant from BPC.

A copy of the Certificate of Incorporation of the Applicant Company/ SPV is enclosed herewith and marked as **Annexure - 1**.

A copy of the Memorandum of Association along with the Articles of Association of the Petitioner/ SPV is annexed herewith and marked as **Annexure - 2 (Colly)**.

8. Further, pursuant to the acquisition of 100% shareholding of the SPV, the Respondent No. 2/ BPC issued the Request For Proposal (RFP) dated 01.06.2024 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 BPC to this Hon'ble Commission and the Ministry of Power vide letters dated 04.06.2024.

A copy of the RFP dated 01.06.2024 alongwith amendments and clarifications are annexed herewith and marked as **Annexure - 3** (Colly).

Copies letters dated 04.06.2024 issued to the Hon'ble Commission and Ministry of Power, are annexed herewith and marked as Annexure - 4 (Colly).

- 9. It is submitted that pursuant to the issuance of RFP, the BPC initiated the process of TBCB for selection of the successful bidder (having prescribed technical and financial capability for establishing the Transmission Project) who must subsequently acquire the SPV as per the Guidelines issued by the Government of India under Section 63 of Electricity Act.
- 10. In the meanwhile, the Applicant vide letter dated 26.07.2024 sought approval of the Central Electricity Authority for laying of overhead transmission line under Section 68 of EA 2003 for implementation of the Project. Pursuant to which, vide letter dated 12.08.2024, the Ministry of Power, Government of India granted its prior approval under Section 68 (1) of the EA 2003 for installation of overhead transmission line under the transmission scheme of the Project.

A copy of the letter dated 26.07.2024 issued by the Applicant is annexed herewith and marked as **ANNEXURE - 5**.

A copy of the letter dated 12.08.2024 issued by the MOP is annexed herewith and marked as **ANNEXURE** – **6**.



- 11. Further, in accordance with the provisions of RFP and the timeline provided therein, M/s G R Infraprojects Ltd. submitted its technical and financial bid to BPC on 27.09.2024 and 07.11.2024.
- 12. In the meantime, BPC made available the survey report alongwith the route alignment drawings in relation to the Transmission Project, to all the prospective bidders, including M/s G R Infraprojects Ltd. As a matter of fact, G R Infraprojects Ltd. also conducted survey for implementation of the Transmission System.

A copy of the survey report along with the route alignment issued by the Respondent No. 2/ BPC is annexed herewith and marked as **Annexure - 7**.

A copy of the survey report prepared by M/s G R Infraprojects Ltd. is annexed hereto and marked as **Annexure - 8**.

13. It is submitted that M/s G R Infraprojects Ltd. vide letter dated 25.09.2024 submitted an undertaking to *inter-alia* establish the Transmission System in terms of the RFP.

A copy of the undertaking dated 25.09.2024 is annexed herewith and marked as **Annexure A - 9.**



14. Further, the Bid Evaluation Committee was formed by way of a Notification dated 24.04.2024, issued by the Ministry of Power. On 13.11.2024, the Bid Evaluation Committee issued a Certificate and declared that M/s G R Infraprojects Ltd. had emerged as the successful bidder with the lowest quoted annual transmission charges of Rs. 1077.00 Million, after the conclusion of electronic reverse bidding.

A copy of the Notification dated 24.04.2024 issued by MOP is annexed herewith and marked as **ANNEXURE P - 10**.

A copy of certificate of bid evaluation committee dated 13.11.2024 is annexed herewith and marked as **ANNEXURE - 11**.

15. Further, on 12.12.2024, BPC declared M/s G R Infraprojects Ltd. as a successful bidder in terms of Clause 3.6 of RFP. Accordingly, BPC issued a Letter of Intent ("LOI") in the name of M/s G R Infraprojects Ltd. M/s G R Infraprojects Ltd. unconditionally accepted the terms contained in the said LOI.

A copy of the LOI dated 12.12.2024 and unconditional acceptance by G R Infraprojects Ltd, is annexed herewith and marked as **Annexure - 12.**

- 16. Further, as per the LOI and Clauses 2.15.2. 2.15.3 and 2.15.4 of RFP, the successful bidder was required to fulfil *inter-alia* the following obligations:
 - (i) Provide the Contract Performance Guarantee in favour of Central Transmission Utility of India Ltd./ Respondent No. 1 as per the Clause 2.12 of RFP;
 - (ii) Execute the Share Purchase Agreement with the Respondent No. 2/ BPC and the Successful Bidder 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 Project;
 - (iv) Subsequent to execution of Share Purchase Agreement, the Applicant/ TSP shall approach the Appropriate Commission for grant of transmission license;
 - (v) To make an application before the Appropriate Commission seeking adoption of transmission charges as required under Section 63 of Electricity Act.

J.

17. Further, on 13.01.2025, in compliance with the LOI and Clause 2.12 of RFP, M/s G R Infraprojects Ltd. furnished the Contract Performance Guarantees (CPG) issued by Axis Bank Limited for an aggregate value of Rs. 30 crore (Rupees Thirty Crore only) separately in favour of Central Transmission Utility of India Ltd.

Copy of the Contract Performance Guarantee issued on 13.01.2025 is enclosed herewith and marked as **Annexure** – **13**.

18. Meanwhile, on 02.01.2025, the Ministry of Power, Government of India approved the sale and transfer of SPV to the successful bidder selected through TBCB process. Pursuant thereto, in compliance with the obligations provided under Clause 2.15.2 of RFP, on 16.01.2025, M/s G R Infraprojects Limited executed the Share Purchase Agreement with BPC/ Respondent No. 2 and the SPV/ Applicant. With the execution of the said Agreement, M/s G R Infraprojects Ltd. acquired the 100% shareholding in the Applicant company/ SPV.

A copy of the letter dated 02.01.2025 issued by Ministry of Power approving sale and transfer of SPV to Successful Bidder, is annexed hereto and marked as **Annexure - 14**.



A copy of Share Purchase Agreement dated 16.01.2025 is enclosed herewith and marked as **Annexure - 15**.

19. On 16.01.2025, the Applicant executed a Transmission Service Agreement ("TSA") with the Respondent No. 1/ Central Transmission Utility of India Ltd. for a term of 35 years. [Notably, 16.01.2025 i.e., the date of acquisition of SPV/ Applicant, is acknowledged as 'Effective Date' of the Transmission Project under Article 2.1 of TSA]

A copy of the TSA dated 16.01.2025 is annexed herewith and marked as **Annexure - 16**.

- 20. Further, after complying with all the obligations relating to acquisition of the SPV by M/s G R Infraprojects Ltd., the Petitioner/ Applicant vide the present Application has approached this Hon'ble Commission for grant of transmission license in order to implement the Transmission Project as a TSP, in terms of the RFP and TSA.
- 21. 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 being a 'Person' is filing the present Petition/Application in accordance with the obligations provided under TSA and in terms of Section 14, 15 & 79 (1) (e) of the Electricity Act for seeking grant of Transmission Licence for implementation of the Transmission Project as explained above.

22. 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, 2024. As per Regulation 4 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.

- 23. That, the Applicant i.e., Bijapur REZ Transmission Limited, incorporated under the Companies Act, 2013, is a 100% wholly owned subsidiary of M/s G R 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. The Applicant is therefore eligible for issuance of transmission licence under CERC Transmission license Regulations.
- 24. It is submitted that the grant of transmission license is a precondition under the Transmission Service Agreement and is also a requirement in law (Section 12 of the Electricity Act, 2003) without which the Applicant cannot proceed with the implementation of the Transmission Project as a TSP. As such, the present application/petition is being filed under Sections 14 and 15 of the Electricity Act.
- 25. This Hon'ble Commission in CERC Transmission Licence Regulations, 2024 had prescribed the form of Application and 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 5(1) of the said Regulations.

A copy of duly filled Form-I along with the Resolution passed by the Board of Directors of the Applicant is enclosed herewith and marked as **Annexure-17**.

- 26. 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 5 of CERC Transmission Licence Regulations.
- 27. 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 5 of CERC Transmission Licence Regulations, 2024
 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.

- 28. The present Application/ petition for grant of Transmission Licence is being posted on its website www.grinfra.com as per Regulation 5(4) of CERC Transmission Licence Regulations to facilitate the access of the Application by any person through internet.
- 29. 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 prayers 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.
- 30. The Applicant undertakes to comply with all other requirements as provided in the CERC Transmission License Regulations 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 affidavit before the Hon'ble Commission.
- 31. 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 Scheme for integration of Bijapur REZ in Karnataka", comprising of assets/ elements as detailed in the present petition, in terms of the provisions of RFP dated 01.01.2024 and Transmission Service Agreement dated 16.01.2025 readwith Section 14, 15 and 79 (1) (e) of the Electricity Act, 2003;
- b) Allow the Transmission Project, 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) Regulations, 2020 and subsequent amendments/
 enactments, thereto;
- 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;



TIONER

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.

THROUGH

HEMANT SINGH/ BYJU MATTAM ANKITA BAFNA/ LAVANYA PANWAR

ADVOCATES FOR THE PETITIONER

CHARTER LAW CHAMBERS ATTORNEYS-AT-LAW

G-10, CLC HOUSE, JANGPURA EXTENSION, NEW DELHI-110014.

PHONE: +91-11-41688816-17 E-MAIL: desk@charter.law

PLACE: Gurugram

DATE: 20th January 2025

BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION, NEW DELHI PETITION NO. ____/TL/2025

IN THE MATTER OF

Bijapur REZ

Transmission Limited

...PETITIONER

VERSUS

Central Transmission Utility of India

Ltd & Anr.

... RESPONDENTS

AFFIDAVIT

I, Vivek Pratap Singh, s/o Shri Dharm Raj Singh, aged about 39 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, do hereby affirm and state as follows:

1. That I am the authorized representative of the Petitioner Company, Bijapur REZ Transmission Limited, 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.

I have read the accompanying petition being submitted on behalf of Bijapur REZ Transmission Limited 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.

DEPONENT

VERIFICATION

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 Gurugram on this 20th day of January, 2025.



DEPONENT



ATESTED

RATMAL MALIK ADVOCATE & NOTARY Dist. Gurugram, Haryana (INDLS)



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 BIJAPUR REZ TRANSMISSION LIMITED is incorporated on this TWENTY EIGHTH day of JUNE TWO THOUSAND TWENTY FOUR under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is U42201DL2024GOI433535

The Permanent Account Number (PAN) of the company is AAMCB7243F*

The Tax Deduction and Collection Account Number (TAN) of the company is DELB28883B*

Given under my hand at Manesar this TWENTY EIGHTH day of JUNE TWO THOUSAND TWENTY FOUR

Certification signature by DS MINISTRY OF CORPORATE AFFAIRS, CRC MANESAB + ROC CRC MACA GOV IN>, Validity Unknown

Digitally signed by DS MINISTRY OF GORPORATE AFFAIRS, CROMANESAR 1 Date: 2024.06.28 19:11:50 IST

Vairamuthu Nagarajan

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on mca.gov.in

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

BIJAPUR REZ TRANSMISSION LIMITED

Urjanidhi, First Floor, 1, Barakhamba Lane, Connaught Place, New Delhi, Central Delhi- 110001, Delhi

*as issued by Income tax Department



Form No. INC-33

e-MOA (e-Memorandum of Association)
[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)]



Form language

(English

(Hindi

Refer instruction kit for filing the form

All fields marked in * are mandatory

- * Table applicable to company as notified under schedule I of the Companies Act, 2013
 - (A MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
 - B MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
 - C MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL
 - D MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL
 - E MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

Table A/B/C/D/E

- 1 The name of the company is
- 2 The registered office of the company will be situated in the State of
- 3 (a) The objects to be pursued by the company on its incorporation are:

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

BIJAPUR REZ TRANSMISSION LIMITED

Delhi

1. To develop Power System Network

To plan, promote and develop an integrated and efficient power transmission system network in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports, construction, operation and maintenance of transmission lines, sub-stations, load dispatch stations and communication facilities and appurtenant works, coordination of integrated operation of state, regional and national grid system, execution of turn-key jobs for other utilities/organizations and wheeling of power in accordance with the policies, guidelines and objectives laid down by the Central Government from time to

2. To study, investigate, collect information and data

(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are $\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{2$

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-Stations.

3. To act as Consultants/ Technical Advisers of public/ private sector enterprises etc.

To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission, distribution and sale of power.

1. To obtain authority etc. to carry out its objects

To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad.

2. To obtain charters, concession etc.

To enter into any arrangement with the Government of India or with any State Government or with other authorities/commissions, local bodies or public sector or private sector

undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies and obtain such charters, subsidies, Ioans, advances or other money, grants, contracts, rights, sanctions, privileges, licenses or concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members.

3. To enter into Implementation/ Construction Agreement

To enter into any agreement, contract or any arrangement for the implementation of the power generation, evacuation, transmission and distribution system and network with Power/Transmission Utilities, State Electricity Boards, Vidyut Boards, Transmission Companies, Generation Companies, Licensees, Statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc.

4. To carry on the business or purchasing, importing, exporting and trading power

To carry on the business or purchasing, importing, exporting and trading of power subject to the provisions of Electricity Act, 2003 and to supply electric power generated by other plants to distribution companies, trading companies, other generation companies and other Persons, and in this regard execute agreements with Central and State generating authorities, departments or companies, Independent Power Producers and other Persons.

5. To enter into Agreements; etc.

To secure the payments of money, receivables on transmission and distribution of

electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc. through Letter of Credits/ESCROW and other security documents.

6. To execute transmission service Agreements

To execute Transmission Service Agreements or other agreements for transmission of power to distribution, trading, and other companies, State Electricity Boards, State Utilities and any other organization and Persons.

7. To co-ordinate with Central Transmission Utility

To coordinate with the Central Transmission Utility for transmission of electricity under the provisions of Electricity Act 2003.

8. To borrow money

Subject to provisions of Sections 73, 179, 180 and other applicable provisions of the Companies Act, 2013 and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or

future and all or any of the uncalled capital for the time being of the Company as the Company may deem fit and to repay, redeem or pay off any such securities or charges.

9. To lend money

To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or to deal with the same.

10. To acquire, own, lease or dispose off the property

To own, possess, acquire by purchase, lease or otherwise rights, title and interests in and to, exchange or hire real estate, equipment, Transmission lines, lands, buildings, apartments, plants, equipment, machinery, fuel blocks and hereditaments of any tenure or descriptions situated in India or abroad or any estate or interest therein and any right over or connected with land so situated and turn the same to account in any manner as may seem necessary or convenient for the purpose of business of the Company and to hold, improve, exploit, re-organize, manage, lease, sell, exchange or otherwise dispose of the whole or any part thereof.

11. To deal in Strips/Govt. Securities

Subject to applicable provisions of law, to subscribe for, underwrite, or otherwise acquire, hold, dispose of and deal with the shares, stocks, debentures or other securities and titles of indebtedness or the right to participate in profits or other similar documents issued by any

Government authority,
Corporation or body or by any
company or body of persons and
any option or right in respect
thereof.

12. To create funds and appropriate profits

To create any depreciation fund, reserve fund, sinking fund, insurance fund, gratuity, provident fund or any other fund, for depreciation or for repairing, improving extending or maintaining any of the properties of the Company or for any other purposes whatsoever conducive to the interests of the Company.

13. To purchase or otherwise acquire companies

To acquire shares, stocks, debentures or securities of any company carrying on any business which this Company is entitled to carry on or acquisition of undertaking itself which may seem likely or calculated to promote or advance the interests of the Company and to sell or dispose of or transfer any such shares, stocks or securities and the acquired undertaking.

14. To enter into partnership Agreement or Merge /amalgamate

To enter into partnership or into any agreement for joint working, sharing or pooling profits, joint venture, amalgamation, union of interests, co-operation, reciprocal concessions or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction in India or abroad which the Company is authorized to carry on or engage in any business undertaking having objects identical or similar to, as are being carried on by this Company.

15. To have agencies and branch offices in India and abroad

To establish and maintain agencies, branch offices and local agencies, to procure business in any part of India and world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as deemed proper in the interest of the Company.

16. To promote institutions or other companies

To promote and undertake the formation of any institution or Company or subsidiary company or for any aforesaid objects intended to benefit the Company directly or indirectly and to coordinate, control and guide their activities.

17(a) To acquire know how and import-export of machinery and tools etc.

To negotiate and enter into agreements and contracts with domestic and foreign companies, persons or other organizations, banks and financial institutions, in relation to the business of the Company including that of technical know-how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.

17(b) To negotiate and enter into agreements etc.

To negotiate and enter into agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.

18. To enter into contracts/arrangements in connection with issue of shares/securities.

Upon and for the purpose of any

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issue of shares, debentures or any other securities of the Company, to enter into agreement with intermediaries including brokers, managers of issue/commission agents and underwriters and to provide for the remuneration of such persons for their services by way of payment in cash or issue of shares, debentures or other securities of the Company or by granting options to take the same or in any other manner as permissible under the law.

19. To enter into contracts of indemnity and/or guarantee

To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.

20. To arrange for Training and Development

To make arrangements for training of all categories of employees and to employ or otherwise engage experts, advisors, consultants etc. in the interest of achieving the Company's objects.

21. To promote conservation, protect environment, theft etc.

To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.

22. To provide for welfare of employees

To pay and provide for the remuneration, amelioration and welfare of persons employed or formerly employed by the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts. Further to undertake building or contributing to the building or houses, dwellings or

chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

23. To take Insurance

To ensure any rights, properties, undertakings, contracts, guarantees or obligations or profits of the Company of every nature and kind in any manner with any person, firm, association, institution or company.

24. To share the profits pay, dividends and provide bonus etc

To distribute among members of the Company dividend including bonus shares out of profits, accumulated profits or funds and resources of the Company in any manner permissible under law.

25. To institute and defend the legal proceedings

To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made in any such arbitration.

26. To pay and subsequently write off preliminary expenses

To pay out of the funds of the Company all costs, charges, expenses and preliminary and incidental to the promotion, formation, establishment and registration of the Company or other expenses incurred in this regard.

27. To contribute and make donations

Subject to provisions of Companies Act, 2013 to contribute money or otherwise assist to charitable, benevolent, religious, scientific national, defense, public or other institutions or objects or purposes.

28. To open accounts in Banks

To open an account or accounts with any individual, firm or company or with any bank bankers or shrofs and to pay into and withdraw money from such account or accounts.

29. To accept gifts, donations etc.

To accept gifts, bequests, devises and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.

30. To pursue the objects of the Company as principal, agents, trustee or in any other capacity

To carry out all or any of the objects of the company and do all or any of the above things in any part of the world and either as principal, agent, contractor or trustee or otherwise and either alone or in conjunction with others.

31. To enter into Contracts

To negotiate and/or enter into agreement and contract with individuals, companies, corporations, foreign or Indian, for obtaining or providing technical, financial or any other

assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the basis of knowhow and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.

32. To contribute towards promotion of trade and industry

To aid pecuniary or otherwise, any association, body or movement having for its object the solution, settlement or surmounting of industrial or labour problems or trouble or the promotion of industry or trade.

33. To take all necessary steps for winding up of the company

Subject to the provisions of Companies Act, 2013 or any amendment or re-enactment thereof in the event of winding up to distribute among the members in specie any property of the Company or any proceeds of sale on disposal of any property in accordance with the provisions of the Act.

34. To do and perform all coincidental and ancillary acts for the attainment of its objects

To do all such other things as may be deemed incidental or conducive to the attainment of the above Objects or any of them and to carry on any business which may seem to the Company capable of being conveniently carried in connection with any of the Company's Objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

35. To take up studies and research experiments.

To establish, provide, maintain

and conduct or otherwise subsidies research laboratories and experimental workshops for scientific, technical or researches, experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical research experiments and tests of all kinds and to process, improve and invent new products and their techniques of manufacture and to promote, encourage, reward in every manner studies and research, scientific and technical investigations and inventions of any kind that may be considered likely to assist, encourage and promote rapid advances in technology, economies, import substitution or any business which the Company is authorized to carry on.

36. To evolve scheme for restructuring or arrangement.

Subject to provisions of the Companies Act, 2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in cooperation with the business of the Company or to benefit the Company or to the activities for which the Company has been established.

37. To apply for purchase, or otherwise acquire.

To apply for purchase, or otherwise acquire any trademarks, patents, brevets, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited rights to use, or any secret or other information as to any

themselves), such amount as may be required, not exceeding *	rupees.
(ii) to the costs, charges and expenses of winding up (and for the adjustment of the right	nts of the contributories among
be a member, for payment of the debts and liabilities of the company or of such debt contracted before he ceases to be a member; and	s and liabilities as may have been
(i) to the assets of the company in the event of its being wound up while he is a member	er or within one year after he coases to
5 Every member of the company undertakes to contribute:	
4 The liability of the member(s) is limited, and this liability is limited to the amount unp	aid if any, on the shares held by them.
	to achieve higher efficiencies and throughputs in the achievement of its business goals.
	To outsource parts of its activities
	40. To outsource parts of its activities
	otherwise deal with any rights or property of the Company.
	let, under-lease, sub - let, mortgage, dispose of, deal with in any manner, turn to account or
	To sell, improve, manage, develop, exchange, loan, lease or
	39. To sell, improve, manage, develop
	of any other association, corporation or company.
	consideration as the Company may think fit and in particular for shares, debentures or securities
	To sell, dispose or hive off an undertaking of the Company or any part thereof for such
	38. To sell, dispose or hive off an undertaking of the Company
	account the property, rights or information so acquired.
	develop or grant licenses in respect of or otherwise turn to
	acquisition of which may benefit the Company and to use, exercise,
	of being used for any of the purposes of the Company, or the

(iii) The share capital	of the company is	100000		rupees, divided into	
10000	Equity Share	Shares of	10	Rupees each	
	dum of association, a			esirous of being formed into a company in pursuance number of shares in the capital of the company se	
		elow, am desirous of for capital of the company:		oany in pursuance of this memorandum of association	on
We, the several of this memoran	persons, whose name dum of association:	es and addresses are sub	scribed, are o	desirous of being formed into a company in pursua	nce
			V		

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		Subscriber [Details		
S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of shares taken	DSC	Dated
1	Shri Naveen Kumar S/o Jagdish Chander R/o F-024, Assotech Windsor Court Sector 78, Noida, Uttar Pradesh, India 201301 Occupation- Service (As Nominee of PFC Consulting Limited)	1*4*7*5*	100 Equity,0 Preference		27/06/2024
2	Shri Rishab Jain S/o Naveen Jain R/o T-11, First Floor, Green Park Extension, Green Park Market, New Delhi - 110016 Occupation- Service (As Nominee of PFC Consulting Limited)	0*4*5*6*	100 Equity,0 Preference		27/06/2024
3	Shri Sanjay Kumar Nayak S/o Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector-56, Gurgaon, Haryana - 122011, Occupation - Service (As Nominee of PFC Consulting Limited)	0*1*7*9*	100 Equity,0 Preference		27/06/2024
4	Shri Sachin Shukla S/o Raj Kumar Shukla R/o 4th Floor, House No 6, H1 Block, Good Earth City Center, South City II, Gurgaon - 122018, Haryana, India, Occupation-Service (As Nominee of PFC Consulting Limited)	0*6*3*6*	100 Equity,0 Preference		27/06/2024
5	Shri Neeraj Singh S/o Dayashankar Singh R/o C-703 F-2, The Crescent Appartment, Sector-50, Noida, Gautam Budha Nagar, Uttar Pradesh - 201301 Occupation-Service (As Nominee of PFC Consulting Limited)	0*6*3*9*	100 Equity,0 Preference		27/06/2024
6	PFC Consulting Limited having R/o First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi - 110001 thorough its Authorised representative Sachin Arora S/o Prem Lal Arora R/o F-5, 1903, Supertech, Eco, Village, 1, Noida, Gautam Buddh Nagar, Uttar Pradesh-201301, Occupation-Service	A*G*A*4*4*	9400 Equity,0 Preference		27/06/2024

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S/o Madhus R/o Flat No Plot No - 17 India 11007 Occupation		le Apartment, New Delhi	0*5*7*6*	100 Equity,0 Pre	eference -		27/06/2024
	Total shares taken				Preference		
			Signed b	efore me			
Membership type of the witness (ACA/FCA/ACS/FCS/AC MA/FCMA)	*Name of the witness		Description cupation	DIN / PAN / Passport number / Membership number		osc	Dated
FCS	Nitin Kochhar	Flat No. 600 Floor, Praga 26, Rajendr New Delhi Company S	ati Tower - ra Place, - 110008,	6*3*			27/06/2024
7 Shri / Smt				Of			resident of
		aged	year	s shall be the nomin	nee in the ever	nt of death of the	e sole member.

H

Form No. INC-34

e-AOA (e-Articles of Association)

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]



Form language

Refer instruction kit for filing the form

All fields marked in * are mandatory

Table applicable to company as notified under schedule I of the Companies Act, 2013 (F, G, H)

Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to

(F - a company limited by shares

G- a company limited by guarantee and having a share capital

H - a company limited by guarantee and not having share capital)

The name of the company is

F - A COMPANY LIMITED BY SHARES
DI SHAKES

BIJAPUR REZ TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
• •			Interpretation
			1. Interpretationclause In the interpretation of these Articles unless repugnant to the subjector context-Act The Act means The Companies Act 2013 as amended from time totime and includes any statutory modification or re-enactment thereof for thetime being in force. Articles of the Company Articles means the articles ofassociation of a company as originally framed or as altered from time to timeor applied in pursuance of any previous company law or of this Act. Auditor(s)Auditor(s) mean and include persons appointed as such for the time being by theComptroller Auditor General of India. Board or Board of Directors Board orBoard of Directors in relation to a company means the collective body of thedirectors of the company. Books of Account Books of account includes recordsmaintained in respect of (i) all sums of money received and expended by acompany and matters in relation to which the receipts and expenditure takeplace (ii) all sales and purchases of goods and services by the company (iii) the assets and liabilities of the company and (iv) the items of cost as may beprescribed under section 148 in the case of a company which belongs to anyclass of companies specified under that section. Capital Capital means theshare capital for the time being raised or authorized to b1e raised for thepurpose of the Company. Company Shall means BIJAPUR REZ TRANSMISSION LIMITED Debenture Debenture includes debenture stock bonds or anyother instrument of a company evidencing a debt whether constituting a chargeon the assets of the company or not. Director(s) Director means a directorappointed to the Board of a company under Section 2(34) of the Act. DividendDividend includes any interim dividend. Financial Institution FinancialInstitution includes a scheduled bank and any other financial institutiondefined or notified under the Reserve Bank of India Act 1934. Gender Wordsimporting the masculine gender also include the feminine gender. GenerationCompany Generation Company shall mean

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any entity engaged in the business ofgeneration of electricity. In Writing and Written In writing and Writteninclude printing lithography and other modes of representing or reproducingwords in a visible form, key managerial personnel key managerial personnel inrelation to a company means (i) the Chief Executive Officer or the managing director or the manager (ii) the company secretary (iii) the whole-timedirector (iv) the Chief Financial Officer and (v) such other officer as may beprescribed. Meeting or General Meeting Meeting means Annual General Meeting or Extraordinary General Meeting of Members duly called and constituted including an adjourned meeting. In the context of Board of Directors it shall mean themeeting of the Directors including an adjourned meeting. Member Member inrelation to a company means (i) the subscriber to the memorandum of the companywho shall be deemed to have agreed to become member of the company and on its registration shall be entered as member in its register of members (ii) everyother person who agrees in writing to become a member of the company and whosename is entered in the register of members of the company (iii) every personholding shares of the company and whose name is entered as a beneficial ownerin the records of a depository. Month Month means a calendar month. OfficeOffice means the Registered Office of the company for the time being, paid-upshare capital or share capital paid-up means such aggregate amount of moneycredited as paid-upas is equivalent to the amount received as paid up inrespect of shares issued and also includes any amount credited as paid-up inrespect of shares of the company but does not include any other amount received in respect of such shares by whatever name called. Persons Persons includeCorporations and firms as well as individuals. Power Transmission Utility PowerTransmission Utility shall mean any entity engaged in the business of powertransmission. Proxy Proxy includes Attorney duly constituted under a validPower of Attorney. Project-In-Charge A Director of the Company designated as Project In-charge for administrating day to day activities of the Company. Public Company Public Company means a company which a. is not a private companyand b. has a minimum paid-up share capital as may be prescribed Provided that acompany which is a subsidiary of a company not being a private company shall bedeemed to be public company for the purposes of this Act even where such subsidiary company continues to be a private company in its articles. Registrar Registrar means a Registrar an Additional Registrar a Joint Registrar a DeputyRegistrar or an Assistant Registrar having the duty of registering companies and discharging various functions under this Act. Register of Members Registerof Members means the Register of Members to be kept pursuant to the Act.Related Party Section 2(76) of the Act describes related party with reference to a company which means (i) a director or his relative (ii) a key managerialpersonnel or his relative (iii) a firm in which a director manager or hisrelative is a partner (iv) a private company in which a director or manager is a member or director (v) a public company in which a director or manager is adirector or holds along with his relatives more than two per cent. of itspaid-up share capital (vi) any body corporate whose Board of Directors managingdirector or manager is

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accustomed to act in accordance with the advicedirections or instructions of a director or manager (vii) any person on whoseadvice directions or instructions a director or manager is accustomed to actProvided that nothing in sub-clauses (vi) and (vii) shall apply to the advicedirections or instructions given in a professional capacity (viii) any companywhich is (A) a holding subsidiary or an associate company of such company or(B) a subsidiary of a holding company to which it is also a subsidiary (ix) such other person as may be prescribed. Seal Means the common seal of the company for the time being. Securities Exchange Board Securities and ExchangeBoard means the Securities and Exchange Board of India established undersection 3 of the Securities Exchange Board of India Act 1992. Securities Securities means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act 1956. Share Means a share in the sharecapital of a company and includes stock. Share Capital Share Capital means thetotal equity share capital of the Company agreed to be issued and called the Authorized Capital of the Company as mentioned in the Memorandum of Association of the Company. Singular Number Words importing the singular number includewhere the context admits the plural number and vice-versa. State ElectricityBoard State Electricity Board means the Electricity Board or Vidyut Board orany other body by whatever name called set up by the State Governments under Electricity (Supply) Act 1948 as amended which expression shall include its successors administrators authorized representatives and permitted assigns. Transmission Company Transmission Company shall mean any entity engaged in thebusiness of transmission of electricity. Year or Financial Year Meaning of Words Year means English calendar year and Financial Year shall have themeaning assigned thereto by Section 2(41) of the Act. Unless the contextotherwise requires words or expressions contained in these regulations shallbear the same meaning as in the Act or any statutory modification there of inforce at the date at which these regulations become binding on the company. Marginal Notes Marginal Notes are for ease of reference only and shall notaffect the construction and interpretation of these Articles. Other ExpressionsOther words or expressions contained in these Articles shall bear the same meaning as a reassigned to them in the Act or any statutory modifications thereof. 2. Table F not to Apply The regulations contained in Table F in the First Schedule to the Companies Act 2013 shall not apply except to the extentthat the same are repeated or contained or expressly made applicable by theseArticles or by the Act but the regulations for the management of the Companyand for the observance of the members thereof and their representatives shallsubject to any exercise of the statutory powers of the Company with referenceto the repeal or alteration of or addition to its regulations by SpecialResolution as prescribed by the said Companies Act 2013 be such as contained inthese Articles. 3. Business Purpose The Company shall be engaged in thebusiness of Transmission of Electricity including construction operationmaintenance and other related activities.

Share Capital and Variation of rights

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П	7		4.Share Capital Increase of capital by the Company and
		II 1	how carried in to effectThe Authorized Share Capital of the Company is as mentioned in clause V of theMemorandum of Association of the Company. The Company in General Meeting mayfrom time to time by resolution increase its authorized share capital bycreation of new shares such increase to be of such aggregate amount and to bedivided in to shares of such respective amounts as may be determined by theGeneral Meeting subject to the provisions of the Act.
	Z	2	5. NewCapital same as existing capital Any capital raised by the creation of newshares shall be considered as part of the original capital and shall be subject to the same provisions herein contained with reference to the payment of callsand installments forfeiture lien surrender transfer and transmission voting andotherwise.
	7	3	6.Reduction of Capital The Company may from time to time by specialresolution reduce its capital which may be paid off either with or withoutextinguishing or reducing liability on shares which is in excess of the wantsof the company or cancelling such share capital which has been lost or isunrepresented by available assets.
		4	7. Subdivision and consolidation of shares The Company in general meetingmay from time to time sub-divide or consolidate its shares or any of them andexercise any of the other powers conferred by Section 61 of the Act and shallfile with the Registrar such notice of exercise of any such powers as may berequired by the Act.
	[7	5	8. Registerand Index of Members Beneficial owners The Company shall cause to be kept aRegister and also an Index of Members and Debenture-holders in accordance withSections 88 of the Act. Further as permissible under Section 88 of the Act theregister and Index of beneficial owners maintained by a Depository shall bedeemed to be the corresponding Register and Index for the purpose of this Act.
		6	9.Foreign Register of members The Company shall be entitled to keep in anycountry outside India a Foreign Register of members resident in that countrysubject to compliance with the provisions of Section 88 of the Act.
	N	7	10. Sharesto be numbered distinctively The shares in the capital held otherwise than inthe depository mode shall be numbered progressively in sequence and givendistinctive number Except and in the manner herein mentioned no share shall beforfeited or surrendered and shall continue to bear the number which it hadoriginally borne.
	7		11. Share Application Money The Company shall ensure that the share applicationmoney paid is held by it in an account with a Scheduled Commercial Bank (in thename of the Company). 12. Further Issue of Capital (a) Where at any time theCompany wishes to raise its subscribed share capital by issue of further sharesit shall first offer such shares to its existing shareholders in proportion totheir existing shareholdings on the date of such issue. Such offer to theexisting shareholders shall be in accordance with the provisions of Section 62of the Act.

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(b) The Company shall subject to applicable provisions of the Actand Articles of Association make uniform calls from time to time upon all the Shareholders in respect of the moneys remaining unpaid on the issued sharecapital within 30 days or such time as the Board may deem fit and appropriate.13. Shares under control of Directors Subject to the provisions of theseArticles and of the Act the shares including any shares forming part of anyincreased capital of the Company shall be under the control of the Directors whomay allot or otherwise dispose off the shares to such persons in suchproportion on such terms and conditions and at such times as the Directors maythink fit and subject to the sanction of the Company in General Meeting subject to the provisions of Sections 52 and section 54 of the Act at a premium or parand such option being exercisable for such time and for such consideration as the Directors think fit. The Board shall cause to be filed the returns as toallotment provided for in Section 39(4) of the Act. 14. Issue of shares forconsideration other than cash Subject to these Articles and the provisions of the Act if any the Board may issue and allot shares in the capital of the Company as payment or in consideration or as part payment or in part consideration of the purchase or acquisition of any property or for services rendered to the Company in the conduct of its business and shares which may be so issued orallotted shall be credited or deemed to be credited as fully paid up or partlypaid up shares. 15. Power of Company to Issue Shares The Company in GeneralMeeting may subject to the provisions of Section 42 62 of the Act provide that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether a Member ornot) in such proportion and on such terms and conditions of the Act) at apremium or at par or at a discount as such General Meeting shall determine andwith full power to give any person (whether a Member or not) the option to callfor or be allotted shares of any class of the Company either subject to compliance with the provisions of Sections 52 and 54 of the Act at a premium orat par or at discount such option being exercisable at such times and for suchconsideration as may be directed by such General Meeting or the Company in General Meeting may make any other provisions whatsoever for the issueallotment or disposal of any shares. 16. Acceptance of shares Any personapplying for shares in the Company followed by an allotment of any shares and subscribers to the Memorandum shall be a shareholder within the meaning of these Articles and every person whose name is on the Register of Members shallfor the purposes of these Articles be a Member of the Company, 17. Deposit callto be a debt payable Immediately The Money (if any) which the Board shall onthe application for allotment of any shares being made by them require ordirect to be paid by way of deposit call or otherwise in respect of any sharesallotted by them shall immediately on the insertion of the name of the allotteein the Register of Members as the name of the holder of such shares become adebt due to and recoverable by the Company from the allottee thereof and shallbe paid by him accordingly. 18. Liability of Members Every Member or his heirsexecutors or administrators shall pay to the Company the portion of the capitaland premium if any

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represented by or payable on his share or shares which may for the time being remain unpaid thereon in such amounts at such time or timesand in such manner as the Board shall from time to time in accordance with the Companys regulations require or fix for the payment thereof. 19. ShareCertificates A certificate issued under the common seal of the company specifying the shares held by any person shall be prima facie evidence of the title of theperson to such shares. (a) Every Member or allottee of shares who is holdingsuch shares in the physical form shall be entitled without payment to receivecertificate specifying the name of the person in whose favour it is issued the shares to which it relates and the amount paid-up thereof. Such certificates shall be issued only in pursuance of a resolution passed by the Board and onsurrender to the Company of the letter of allotment or the fractional couponsof requisite value save in case of issues against letters of acceptance or ofrenunciation or in cases of issue of bonus shares. Every such certificate shallbe issued under the seal of the Company which shall be affixed in the presence of two Directors and the Secretary or some other person appointed by the Boardfor the purpose and the two directors and the Secretary or other persons asauthorized by the Board shall sign the share certificate. Provided if the composition of the Board permits of it at least one of the aforesaid twodirectors shall be a person other than a Managing or a Whole Time Director.Particulars of every share certificate issued shall be entered in the Registerof Members against the name of the person to whom it has been issued indicating the date of issue. For issue of any further duplicate certificate the Boardshall be entitled to charge such amount which shall not exceed fifty Rupees perCertificate. (b) A Director may sign a share certificate by affixing hissignature thereon by means of any machine equipment or other mechanical means such as engraving in metal or lithography but not by means of a rubber stamp.PROVIDED that the Director shall be personally responsible for the safe custodyof such machine equipment or other material used for the purpose. 20. Renewalof Share Certificates (a) No certificate of any share or shares shall be issuedeither in exchange for those which are sub-divided or consolidated or inreplacement of those which are defaced mutilated torn or old decrepit destroyedor where the pages on the reverse for recording transfers have been dulyutilized unless the certificate in lieu of which it is issued is surrendered to the Company and for issuing such share certificate the company may charge suchfee as the Board thinks fit not exceeding twenty rupees per certificate. (b) When anew share certificate has been issued in pursuance of clause (a) of thisArticle it shall state on the face of it and against the stub or counter foilto the effect that it is Issued in lieu of share certificate No sub-divided replaced on consolidation. (c) If a share certificate is lost or destroyed anew certificate in lieu thereof shall be issued only with the prior consent of the Board and on such reasonable terms such as furnishing supporting evidence and indemnity and the payment of out-of-pocket expenses incurred by the Companyin investigating evidence produced as the Board thinks fit. (d) When anew sharecertificate has been issued in pursuance of clause (c) of this Article it shallstate on the

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face of it and against the stub or counterfoil to the effect thatit is duplicate issued in lieu of share certificate No. and the word duplicateshall be stamped or printed prominently on the face of the share certificate.(e) Where anew share certificate has been issued in pursuance of clause (a) andor clause(c) of this Article particulars of every such share certificate shallbe entered in a Register of Renewed and Duplicate Share Certificates indicatingagainst the name(s) of the person(s) to whom the certificate is issued thenumber and date of issue of the share certificate in lieu of which the newcertificate is issued and the necessary changes indicated in the Register of Members by suitable cross reference in the Remarks column. (f) All blank formsto be used for issue of share certificates shall be printed and the printingshall be done only on the authority of a resolution of the Board and the blankforms shall be consecutively machinenumbered and the forms and the blocksengravings facsimiles relating to the printing of such forms shall be kept in he custody of the Secretary or of such other person as the Board may appoint for the purpose and the Secretary or the other person aforesaid shall beresponsible for rendering an account of these forms to the Board. (g) TheCommittee of the Board Company Secretary of the Company or a Directorspecifically authorized by the Board for such purpose shall be responsible forthe maintenance preservation and safe custody of all books and documents relating to the issue of share certificates including the blank forms of sharecertificates referred to in clause (f). (h) All books referred to in clause (g)shall be preserved in good order for not less than thirty years and in disputedcases shall be preserved permanently. 21. Joint holders (a) Where two or morepersons are registered as the holders of any share they shall be treated as a single shareholder and shall be deemed to hold the same as joint holders withbenefits of survivorship subject to the following and other provisions contained in these Articles. (b) The Company shall be entitled to decline to egister more than four persons as the holders of any share. (c) The Jointholders of any share shall be liable severally as well as jointly for and inrespect of all calls and other payments which ought to be made in respect of such shares. (d) On the death of any such joint holder the survivor or survivors shall be the only person or persons recognized by the Company ashaving any title to the share but the Directors may require such evidence ofdeath as they may deem fit and nothing herein contained shall be taken torelease the estate of the deceased joint holder from any liability on sharesheld by him jointly with any other person. (e) Delivery of share certificate toany one of such joint holders shall be deemed to be delivery to all of them andany one of such joint holders may give effectual discharge and receipts for anydividends or other moneys payable in respect of such shares and or in respectof any other obligation of the Company towards them. (f) Only the person whosename stands in the Register of Members as the first of the joint holders of anyshares shall be entitled to delivery of the certificate relating to such shareor to receive notices from the Company and any notice given to such personshall be deemed proper notice to all joint holders. (g) Any one of two or morejoint holders may vote at any meeting either personally or by proxy in

	respectof such share as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy the holderwhose name stands first or higher (as the case may be) on the Register of Members in respect of such share shall alone be entitled to vote in respect thereof. PROVIDED always that a member present at any meeting personally shall be entitled to vote in preference to a person present by proxy although thename of such person present by proxy stands first on the Register of Members inrespect of such shares. 22. Terms and Conditions of Preference Shares 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 onsuch terms and in such manner as the company before the issue of the shares mayby special resolution determine.
	Lien
9	23.Company to have lien on shares The Company shall have a first andparamount lien upon all shares (other than fully paid up shares) registered inthe name of each member (whether solely or jointly with others) and upon thesale proceeds thereof for all moneys (whether presently payable or not) calledor payable at a fixed time in respect of all such shares (not being fully paidup) for all moneys presently payable by him or his estate to the Company. Anysuch lien shall extend to all dividends payable and bonuses declared from timeto time declared in respect of such shares.
10	24.Enforcing lien by sale For the purpose of enforcing such lien the Boardmay sell the shares subject thereto in such manner as they shall think fit andfor that purpose it may cause to be issued a duplicate certificate in respectof such shares and may authorize one of their Directors to execute a transfer thereofon behalf of and in the name of the Board. No sale shall be made until noticeperiod for making call as aforesaid have expired and until notice in writing ofthe intention to sell shall have been made known to the shareholder for defaultin payment and default has been made by him in the payment of money called inrespect of such shares for thirty days after the date of such notice. Uponissue of a duplicate certificate or certificates in lieu of the original sharethe certificate or certificates originally issued shall stand cancelled andbecome null and void and the same shall have no effect.
11	25.Application of proceeds of sale The net proceeds of any such sale shallbe received by the Company and applied in or towards payment of such part ofthe amoun as is presently payable and the residue if any shall (subject to alike lien for sums not presently payable as existed upon the shares beforesale) be paid to the person entitled to the shares at the date of the sale.
12	•
	Calls on shares
	26.Directors may make calls The Board may from time to time subject to the terms on which any shares may have been issued and subject to the conditions of allotment by a resolution passed at a meeting of the Board (and not by)

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		resolution by circulation) make such callas it thinks fit upon the Membersin respect of all moneys unpaid on the shares held by them respectively andeach member shall pay the amount of every call so made on him to the person orpersons and at the times and places appointed by the board. A call may be madepayable by installments.
	14	27.Notice of calls Not less than thirty days notice in writing of any callshall be given by the Company specifying the time and place of payment and theperson or persons to whom such call shall be paid.
7	15	28.When call made A call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed at a meeting of the Board and demand notice is issued.
	16	29.Calls may be revoked or postponed A call may be revoked or postponed at the discretion of the Board.
	17	30.Directors may extend time The Board may from time to time at its discretion extend the time fixed for the payment of any call and may extend such time as to all or any of the Members for reasons which the Board may consider satisfactory but no Member shall be entitled to such extension save as a matter of grace.
	18	31. Calls to carry interest If any Member fails to pay any call due from him on the day appointed for payment thereof or any such extension thereof as aforesaid he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at rate not exceeding 10 per cent per annum as maybe decided by the Board but the Board may in its absolute discretion and in special circumstances waive or reduce the levy of interest as deemed appropriate. Sums deemed to be call 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 Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable and in case of non-payment all the relevant provisions of these Articles 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. 32. Sums deemed to be call 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 Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable and in case of non-payment all the relevant provisions of these Articles 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. 33 Partial payment not to precluide Forfeiture Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of this shares either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company

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	from there after proceeding to enforce a forfeiture of such shares as hereinafter provided. 34. Payment in anticipation of calls may carry interest The Board may if it thinks fit agree to and in anticipation receive from any Member willing to advance the same all of calls money or any part of the amounts of his respective shares beyond the sums actually called up and upon the moneys so paid in advance or upon so much thereof from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months notice in writing. PROVIDED that moneys paid in advance of calls on any shares may carry interest but shall not confer a right to dividend or to participate in profits. (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid
	by him until the same would but for such payment become presently payable.
	Transfer of shares
19	35.Register of Transfers The Company shall maintain a Register of Transfersand therein shall be fairly and distinctively enter the particulars of everytransfer or transmission of any share in the physical form.
20	36.Form of transfer The instrument of transfer shall be in writing and insuch form as prescribed under the Act. All the provisions of Section 56 of theAct shall be duly complied with in respect of all transfers and of theregistration thereof. The Company shall not charge any fee for registration of a transfer of shares or debentures.
21	37.Instrument of Transfer to be completed and presented to the Company TheInstrument of Transfer duly stamped and executed by the transferor and thetransferee shall be delivered to the Company in accordance with the provisionsof the Act. The instrument of transfer shall be accompanied by the ShareCertificate or such evidences the Board may require to prove the title of transferorand his right to transfer the shares and every registered Instrument of Transfer shall remain in the custody of the Company until destroyed by order ofthe Board. Any instrument of transfer which the Directors may decline toregister shall be returned to the person depositing the same.
	38.Transferor deemed to be holderThe transferor shall be deemed to bethe holder of such shares until the name of the transferee shall have enteredin the Register of Members in respect thereof. Before the registration of atransfer the certificate or certificates of the shares must be delivered to theCompany along with Transfer Deed. No transfer to insolvent etc.39. Notransfershall be made to a person of unsound mind or to an insolvent. 40. Closure of Register of Members Debenture holders The Directors shall have poweron giving not less than seven days previous notice as required by Section 91 ofthe Act to close the Register of Transfer Register of Members or

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22	Register ofDebenture holders or the register of other security holders of the Company forany period or periods not exceeding in the aggregate forty-five days in eachyear (but not exceeding thirty days at any one time) as they maydetermine. 41.Nomination by shareholder Every share-holder or debentureholder may at any time nominate in the prescribed manner a person to whom hisshares or debenture shall vest in the event of his death as provided in Section72 of the Act. 42. Title to shares of deceased holder In the event there is nonomination the executors or administrators of a deceased Member or the holderof a Succession Certificate in respect of the shares of a deceased Member (notbeing one of two or more joint holders) shall be the only persons whom theCompany will be bound to recognize as having any title to the shares registered in the name of such Member and the Company shall not be bound to recognize suchexecutors or administrators or holders unless such executors administrators orholders shall have first obtained probate or Letters of Administration orSuccession Certificate as the case may be from a duly constituted Court inIndia. PROVIDED that the Directors may at their absolute discretion dispensewith production of Probate Letters of Administration or Succession Certificateupon such terms as to indemnity or otherwise as they think fit and may enterthe name of the person who claims to be absolutely entitled to the sharesstanding in the name of a deceased Member as a Member.
L	Transmission of shares
23	• 43. Transmission of Shares Subject to the provisions of the Act any person becoming entitled to any share inconsequence of the death lunacy or insolvency of any Member or by any lawful means other than by a transfer in accordance with these Articles may with the consent of the Directors (which they shall be under no obligation to give) and upon producing such evidence that he sustains the character in respect of which he proposes to act under this. Article or of his title as the Directors may require and upon such indemnity as the Directors may require either be registered as a Member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as a Member in respect of such shares. PROVIDED that if such persons shall elect to have his nominee registered he shall testify his election by executing in favor of his nominee an instrument of transfer in accordance with these Articles and until he does so he shall not be freed from any liability in respect of such shares.
24	44. Right of Board to decline or suspend registration (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.
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	25	 45.The Company not liable for disregard of notice prohibiting registration ftransfer The Company shall incur no liability or responsibility whatever inconsequence of its registering or giving effect to any transfer of shares madeor purported to be made by any apparent legal owner thereof (as shown orappearing in register of Members) to the prejudice of persons having orclaiming any equitable right title or interest to or in the same sharesnotwithstanding that the Company may have had notice of such equitable righttitle or interest or notice prohibiting registration of such transfer and mayhave entered such notice or referred to it in any book or attended or giveneffect to any notice which may have been given to it of any equitable righttitle or interest or be under any liability whatsoever for refusing orneglecting so to do though it may have been entered or referred to in some bookof the Company but the Company shall nevertheless be at liberty to regard andattend to any such notice and give effect thereto if the Directors shall sothink fit.
	26	46.Rights of successors A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would have been entitled if he were theregistered holder of the shares except that he shall not before being registered as a Member in respect of the shares been titled to exercise any rightconferred by membership in relation to meetings of the Company. PROVIDED that the Directors shall at any time give notice requiring any such person to elect to be registered himself or to transfer the shares and if the notice is not complied within ninety days from the date of issue of the notice the Directorsmay thereafter withhold payment of all dividends bonuses or other moneyspayable in respect of the shares until the requirements of the notice have been complied with.
	27	•
		Forfeiture of shares
	28	47.If money payable on shares not paid notice to be given to members If anyMember fails to pay any call or installment of a call on or before the dayappointed for the payment of the same or any such extension thereof asaforesaid the Board may at any time thereafter during such time as any part of the call or installment remains unpaid serve a notice on him requiring him topay the same together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
	29	 48.Contents of Notice The notice shall name a further day (not being less than fourteen days from the date of the service of notice) and a place or places on and at which such call or installment and such interest thereon at such rate as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that in the event of the non- payment on or before the day at or before the time and at the place appointed the shares in respect of which the call was made or installment is payable shall be liable to be forfeited.

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	30	 49.Indefault of payment shares to be Forfeited If the requirement of any such noticeas aforesaid are not complied with every or any share in respect of which suchnotice has been given may at any time thereafter but before payment of allcalls or installments interest and expenses due in respect thereof be forfeitedby a resolution of the Board to that effect. Such forfeiture shall include alldividends declared or any other moneys payable in respect of the aforesaidshare and not actually paid before the forfeiture. In default of payment sharesto be Forfeited.
	31	50.Notice of forfeiture to a Member When any share shall have been soforfeited notice of the forfeiture shall be given to the Member in whose nameit stood immediately prior to the forfeiture and an entry of the forfeiturewith the date thereof shall forthwith be made in the Register of Members but noforfeiture shall be in any manner invalid by any omission or neglect to makeany such entry as aforesaid in the Register.
	32	51.Forfeited share to be property of the Company and may be sold etc. Any share so forfeited shall be deemed to be the property of the Company and maybe sold re- allotted or otherwise disposed of either to the original holder thereof or to any person upon such terms and in such manner as the Board shall think fit.
	33	52.Member still liable to pay calls owing at the time of forfeiture and interest Any members whose shares have been forfeited shall notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company on demandall calls installment interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest accrued thereon at the time of the forfeiture at such rate as the Board may determine and the Board may enforce the payment thereof if it thinks fit.
	34	• 53.Effect of forfeiture The forfeiture of a share shall involve extinctionat the time of the forfeiture of all interest in and all claims and demandsagainst the Company in respect of the share and all other rights incidental tothe share except only such of those rights as by these Articles are expresslysaved. 54. Evidence of forfeiture A declaration in writing by Chairman orManaging Director of the Company or by any person duly authorised in thisregard that certain shares in the Company have been duly forfeited on a datestated in the declaration shall be conclusive evidence of the facts thereinstated as against all persons claiming to be entitled to the shares and suchdeclaration and the receipt of the Company for the consideration if any givenfor the shares on the sale or disposition thereof shall constitute a good titleto such shares and the person to whom the shares are sold shall be registeredas the holder of such shares and shall not be bound to see as to theapplication of the purchase money nor shall his title to such shares beaffected by any irregularity or invalidity in the proceedings in reference to such forfeiture sale or disposition. 55. Validity of sale under Articles offorfeited shares Upon any sale after forfeiture or for enforcing a lien in purportedexercise of the powers herein before given the board may appoint some person to execute an instrument of transfer of the shares sold

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		and cause the purchasersname to be entered in the Register of Members in respect of the shares sold andthe purchaser shall not be bound to see the regularity of the proceedings or tothe application of the purchase
		money and after his name has been entered inthe Register in respect of such shares the validity of the sale shall not beimpeached by any person and the remedy of any person aggrieved by the saleshall be in damages only and against the Company exclusively. 56. Cancellationof Share Certificates in respect of forfeited
		shares Upon any sale re-allotmentor other disposal under the provisions of the preceding Articles thecertificate or certificates originally issued in respect of the relative sharesshall (unless the same shall on demand by the Company have been (previously)surrendered to it by the defaulting member) stand cancelled and become null andvoid and of no effect and the Directors shall be entitled to issue a duplicatecertificate or certificates in respect of the said shares to the person orpersons entitled thereto. 57. Power to annul forfeiture The Board may at anytime before any share so forfeited shall have been sold re-allotted orotherwise disposed of annul the forfeiture thereof upon such terms and conditions as it
-		thinks fit.
		Alteration of capital
		58.Alteration of Share Capital The company may from time to time byordinary resolution increase the share capital by such sum to be divided intoshares of such amount as may be specified in the resolution. Subject to
	35	theprovisions of section 61 the company may by ordinary resolution the Company mayfrom time to time- (a) consolidate and divide all or any of its share capitalinto shares of larger amount than its existing shares (b) convert all or any ofits fully paid-up shares into stock and reconvert that stock into fully paid-upshares of any denomination (c) Sub-divide its shares or any of them into sharesof smaller amount than is fixed by the memorandum so however that in thesub-division the proportion between the amount paid and the amount if anyunpaid on each reduced share shall be the same as it was in the case of theshare from which the reduced share is derived. (d) Cancel any shares which asthe date of the passing of the resolution have not been taken or agreed to betaken by any person and diminish the amount of its share capital by the amountof the shares so cancelled. The resolution whereby any share is sub-divided maydetermine that as between the holders of the shares resulting from suchsub-division one or more of such shares shall have some preference or specialadvantage as regards dividend capital voting or otherwise over or as comparedwith the others or other subject to the provisions of the Act. Subject to theprovisions of Sections 66 of the Act the Board may accept from any member thesurrender on such terms and conditions as shall be agreed of all or any of hisshares. The company may by special resolution reduce in any manner and with andsubject to any incident authorised and consent required by law - (a) its sharecapital (b) any capital redemption reserve account or (c) any share premiumaccount.

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38	•
	Capitalisation of profits
39	• 59. Capitalization of Profits (1) Any General Meeting of the Company may resolve that any amounts standing to the credit of the Free Reserve or Share Premium Account or the Capital Redemption Reserve Account or any moneys investment or other assets forming part of the undivided profits including profits or surplus moneys arising from the realization and (when permitted by the law) from the appreciation in value of any capital assets of the Company standing to the credit of the General Reserve or any other Reserve or Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend be capitalized- (a) by the issue and distribution of shares as fully paid-up and to the extent permitted by the Act debentures debenture stock bonds or other obligations of the Company or (b) by crediting share of the Company which may have been issued and are not fully paid-up with the whole or any part of the sum remaining unpaid thereon PROVIDED that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares to be issued to Members as fully paid bonus shares (Further capitalization of reserve created by the revaluation of assets are not to be used for issuance of Bonus Shares as per section 63 of the Act). (2) Such issue and distribution under sub-clause (1) (a) of this Article and payment to the credit of unpaid share capital under sub-clause (1) (b) of this Article shall be made among and in favour of the Members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid-up on the shares held by them respectively in respect of which such distribution or payment shall be made on the footing that such Members become entitled thereto as capital. (3) The Directors shall give effect to any such resolution and for the said purpose the Board may settle any difficulty which may aris

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		Members on the footing of the value so fixed and may vest any such cash shares debentures stock bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the directors and generally may make arrangement for the acceptance allotment and sale of such shares debentures debentures stock bonds or other obligations and fractional certificates or otherwise as they may think fit. (5) When deemed requisite a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the Members entitled as aforesaid. Subject to the provisions of the Act and these Articles in cases where some of the shares of the Company are fully paid and others are partly paid such capitalization may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon but so that as between the holders of the fully paid shares and the partly paid shares the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be applied pro rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.
	40	•
		Buy-back of shares
	41	60.Buy Back of Shares 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
	42	61.Annual General Meeting The Company shall in each year hold a GeneralMeeting as its Annual General Meeting in addition to any other meeting in thatyear. All General Meetings other than Annual General Meetings shall be calledExtraordinary General Meetings. If for any reason beyond the control of theBoard the general meeting (including an Annual General meeting) cannot be heldon the appointed day the Board shall have power to postpone the General meetingof which a notice should be given to the members. Every member of the Companyshall be entitled to attend either in person or by proxy and the Auditor of theCompany shall have the right to attend and to be heard at any General Meetingwhich he attends on any part of the business which concerns him as Auditor.
		62. Extraordinary General Meeting The Board may whenever it thinks fit call an Extraordinary General Meeting of the Company. The Board shall at the requisition in writing by a Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital of the company on that date and carries the right of voting in regard to the matter in respect of which the requisition has been made. 63. Requisition of Members to state object of Meeting. Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called and must be signed by

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voting further to vot move member this stresolution. Proceeding • 67.Bu nature	to every member of the Company Legal Representative of any deceased member or the assignee of an insolvent member auditor or auditors of the Company and every director of the Company and all such persons as are under these Articles entitled to receive notice from the Company Provided that a general meeting may be called after giving shorter notice than that specified in this subsection if consent in writing or by electronic mode is accorded thereto (i) in the case of an annual general meeting by not less than ninty-five per cent. of the members entitled to vote thereat and (ii) in the case of any other general meeting by members of the company (a) holding if the company has a share capital majority in number of members entitled to vote and who represent not less than ninety-five per cent. of such part of the paid-up share capital of the company as gives a right to vote at the meeting or (b) having if the company has no share capital not less than ninty-five per cent. of the total voting power exercisable at that meeting Provided further that where any member of a company is entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others those members shall be taken into account for the purposes of this sub-section in respect of the former resolution or
	resolutions and not in respect of the latter. reedings at general meetings 67.Business to be transacted at the General Meeting and nature thereof Inthe case of an Annual General Meeting all business to be transacted thereatshall be deemed

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	44	(iii) the appointment of Directors in place ofthose retiring (iv) the appointment of and the fixing of the remuneration of the Auditors and in the case of any other meeting all business shall be deemedto be Special Business and there shall be annexed to the notice of the Meetingan Explanatory statement setting out all material facts concerning each suchitem of special business including in particular the nature of the concern orinterest financial or otherwise if any therein of (i) every Director and theManager (if any) (ii) every other key managerial personnel and relatives of thepersons mentioned in sub clauses (i) and (ii). Where any such item of SpecialBusiness relates to or affects any other company the extent of shareholdinginterest in such other company of every promoter director and the manager ifany and of every other key managerial personnel of the Company shall also be setout in the statement if the extent of such shareholding interest is not lessthan two per cent of the paid-up share capital of that other company and whereany item of business consists of the according of approval to any documents bythe meeting the time and place where the document can be inspected shall bespecified in the statement aforesaid. The annual general meeting shall becalled during business hours on any day that is not a National Holiday and itis to be held either at the registered office of the company or at some otherplace within the city in which the registered office of the company is situate.
		68.0mission to give notice not to invalidate are solution
	45	passed The accidental omission to give any such notice as aforesaid to any of the Members or the non-receipt thereof shall not invalidate any resolution passed at any such meeting.
		69.Meeting not to transact business not mentioned in
	46	notice No GeneralMeeting Annual or Extraordinary shall be competent to enter upon discuss ortransact any business which has not been mentioned in the notice or noticesupon which it was convened.
		70.Body Corporate deemed to be personally present A
	47	body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.
		71.Quorum at General Meeting 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. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103 of the Companies Act 2013. 72. If quorum not present meeting to be dissolved or adjourned If at the expiration of half an hour from the time appointed for holding a general meeting of the Company a quorum is not present the meeting if convened by or upon the requisition of Members shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is nota public holiday at the same time and place or to such other day and at such other time place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting the Members present shall form

the quorum and may transact the business for which the meeting was called, 73. Chairman of General Meeting The Chairman of the Board shall be entitled to take the Chair at every General Meeting whether Annual or Extraordinary. If at any meeting the Chairman is not present within fifteen minutes of the time appointed for holding such meeting or he has informed that he shall be unable or unwilling to take the Chair then any one of directors with mutual consent shall so preside at the meeting. If no Director be present or if all the Directors present decline to take the Chair then the Members present shall elect one of the members to be the Chairman of the Meeting, 74, No Business whilst chair vacant No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant. 75. Chairman with consent may adjourn meeting The Chairman with the consent of the Members may adjourn any meeting from time to time and from place to place within the city town or village in which the Registered Office of the Company is situated but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Notwithstanding the provision as above in the event of disorder at a validly convened meeting the Chairman may adjourn the meeting provided that such an adjournment shall not be a longer period than the Chairman considers necessary to being order at the meeting and Chairman communicates his decision to those present in so far as it is possible. 76. Questions at General Meeting how Decided Every question submitted to a meeting shall be decided in the first instance unless a poll is demanded on a show of hands. Before or on the declaration of the result of the voting on any resolution on a show of hands a poll may be ordered to be taken by the Chairman of the meeting on his own motion and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the Resolution or on which an aggregate sum of not less than five lakh rupees has been paid up. The demand for a poll may be withdrawn at any time by the person or persons making the demand. Unless a poll is so demanded a declaration by the Chairman that a resolution has on show of hands been carried through unanimously or by a particular majority or lost and an entry to that effect in the Minutes Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. 77. Chairmans Casting Vote In the case of an equality of votes the Chairman shall have a casting vote in addition to the vote or votes to which he may be entitled otherwise. 78. Poll to be taken if demanded If a poll is demanded as aforesaid the same shall be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the city or town in which the Registered office of the Company is for the time being situated as the Chairman shall direct either at once or after an interval or adjournment and the result of the poll shall be deemed to be the resolution of the meeting. 79. In which case poll taken without Adjournment Any poll duly demanded on the election of

the Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith, 80. Demand for poll not to prevent transaction of other business The demand for a poll except on the questions of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. 81. Minutes of General Meetings (a) The Company shall cause minutes of the proceedings of every General Meeting or every resolution passed by postal ballot to be kept by making within thirty days of the conclusion of every such meeting concerned record thereof kept with Minute Book for that purpose with their pages consecutively numbered. (b) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period by a Director duly authorised by the Board for the purpose. (c) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise. (d) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat. (e) All decisions taken and appointments of officers made at any meeting aforesaid shall be included in the minutes of the meeting. (f) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (a) is or could reasonably be regarded as defamatory of any person or (b) is irrelevant or immaterial to the proceedings or (c) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds. (g) Any such minutes shall be evidence of the proceedings recorded therein. Where the minutes have been kept in accordance with section then until the contrary is proved the meeting shall be deemed to have been duly called and held all appointments of directors key managerial personnel auditors or company secretary in practice shall be deemed to be valid. No document purporting to be a report of the proceedings of any general meeting of a company shall be circulated or advertised at the expense of the company unless it includes the matters required to be contained in the minutes of the proceedings of such meeting. The company shall observe secretarial standards with respect to general and Board meetings specified by the Institute of Company Secretaries of India constituted under section 3 of the Company Secretaries Act 1980 and approved as such by the Central Government. (h) The book containing the minutes of the proceedings of any general meeting of the Company or of a resolution passed by postal ballot shall be kept at the registered office of the Company and shall be open during business hours to the inspection by any member without any charge for such period not being less than two hours in each business day are allowed for inspection.

Adjournment of meeting

	49	82.Adjournment of Meeting (i) TheChairperson may with the consent of any meeting at which a quorum is presentand shall if so directed by the meeting adjourn the meeting from time to timeand from place to place. (ii) No business shall be transacted at any adjournedmeeting other than the business left unfinished at the meeting from which theadjournment took place. (iii) When a meeting is adjourned for thirty days ormore notice of the adjourned meeting shall be given as in the case of anoriginal meeting. (iv) Save as aforesaid and as provided in section 103 of theAct it shall not be necessary to give any notice of an adjournment or of thebusiness to be transacted at an adjourned meeting.
		Voting rights
	50	83.Members in arrears not to vote No member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.
	51	84. Number of votes to which Member Entitled Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company every Member shall be entitled to be present and to speak and vote at such meeting by show of hand for which the Member present in person shall have one vote. On a poll taken at a meeting of a company a member entitled to more than one vote or his proxy need not to use all his votes or cast in the same way all the votes he uses.
	52	85. Votes by a Member entitled to more than one vote On a poll taken at a meeting of the Company a Member entitled to more than one vote by virtue of his share-holding or his proxy or other person entitled to vote for him as the case may be need not if he votes use all his votes or cast in the same way all the votes he uses and he may vote in different manner as he deems fit.
	53	86. Vote of Member who is a minor If any shareholder be a minor the vote in respect of his share or shares shall be by his guardian or any one of his guardians if more than one to be selected in case of dispute by the Chairman of the meeting.
	54	87. Votes of Joint Members If there be joint registered holders of any shares the 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. For this purpose seniority shall be determined by the order in which the names stand in the register of members.
	55	88.Voting in person or by proxy or Representative Subject to the provisions of these Articles votes may be given either personally or by proxy. A body corporate being a Member may vote either by proxy or by a representative duly authorised in accordance with Section 113 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote).

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		by proxy) and by postal ballot on behalf of the body corporate which he represents as that body could exercise if it were an individual Member of the Company.
✓	56	89.Votes in respect of shares of Deceased Any person entitled under the Transmission Clause to transfer any shares may vote at any General Meeting inrespect thereof in the same manner as if he were the registered holder of such shares. PROVIDED that forty-eight hours at least before the time of holding themeeting or adjourned meeting as the case maybe at which he proposes to vote heshall satisfy the Chairman of his right to transfer such shares and give suchindemnity (if any) as the Chairman may require or the Chairman shall havepreviously admitted his right to vote at such meeting in respect thereof. 90. Time for objection to vote No objection shall be made to the validity of anyvote except at the meeting or poll at which such vote was tendered and everyvote whether given personally or by proxy not disallowed at such meeting or poll shall be deemed valid for purposes of such meeting or poll whatsoever. 91. Chairman of the meeting to be the judge of the validity of any Vote The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall bethe sole judge of the validity of every vote tendered at such poll.
		Proxy
	57	 92.Appointmentof proxy A person can act as proxy on behalf of members not exceedingfifty and holding in the aggregate not more than ten percent of the total share capital of the company carrying voting rights Provided that a member holding.more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder. Every proxy shall be appointed in writing under the hand of the Member or if such Member is a body corporate under the common seal of such corporation or be signed by an appointer or his attorney duly authorised in writing. The proxy so appointed shall not have any right to speak at the meetings.
	58	 93. Deposit of instrument of Proxy etc. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarized copy of that power or authority shall be deposited at the Registered Office of the Company not later than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
		94.Form of proxy An instrument appointing a proxy shall be in the form No.MGT-11 as prescribed in the rules made under section 105 of the Companies Act2013. 95. Proxy either for specified meeting or for a period An instrument ofproxy may appoint a proxy either for the purpose of a particular meetingspecified in the instrument and any adjournment thereof or it may appoint forthe purpose of every meeting of the Company or of every meeting to be heldbefore a date specified in

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			the instrument and every adjournment of any suchmeeting. 96. Validity of votes given by proxy notwithstanding death of Member Avote given in accordance with the terms of an instrument of proxy shall bevalid notwithstanding the previous death or insanity of the principal or therevocation of the proxy or of the authority under which the proxy was executedor the transfer of the shares in respect of which the proxy is given. Providedthat no intimation in writing of such death insanity revocation or transfershall have been received by the company at its office before the commencementof the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
		60	97. Management of Affairs The day to day management of the business and affairs of the Company shall be vested with Project-in-charge under the supervision direction control of the Board. 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 statute 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 operations of the Company.
	7	61	98.First Directors Shri Neeraj Singh ShriMilindMadhusudan Dafadeand Shri SachinShukla shall be the First Directors of the Company.
			99. Number and appointment of Directors The Board of Directors of the Company shall consist of not less than 3 but not more than 15Directors. A Director shall not be required to hold any qualification shares in the Company. Notwithstanding anything to the contrary contained in these Articles so long as any moneys remain owing by the Company to a Financial Institution or any other person by the Company or the Company has entered into any agreement or undertaking or arrangement (hereinafter refer as agreement) with Bodies (like State Electricity Board Nigam) or the Board of Directors have decided to seek nomination on the Board from the beneficiary state or any Financial Institution or PFC Consulting Limited or person holds Debentures in the Company by direct subscription or private placement the Company may agree to grant to such Financial Institution PFC Consulting Limited person or other Bodies as a condition of such loan or subscription to Debenture or any other agreement or to a Debenture Trustee the right to appoint from time to time any person or persons as Director or Directors of the Company (which director or directors) retiring or non-retiring subject to and on such terms and conditions as the Company may agree with such Financial Institutions PFC Consulting Limited Person other Bodies and or Debenture Trustee. The Company shall have a right to remove from office Nominee Director(s) at the option of the Company in consultation with Financial Institutions PFC Consulting Limited Bodies persons or Debenture Trustee. Such Nominee Director(s) shall not be required to hold any Share qualification in the Company. Also at the option of the Company such Nominee Director(s) shall not be required to hold of the Company such Nominee Director(s) shall not be required to hold of the Company such Nominee Director(s) shall not be required to hold any

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	62	liable to retirement by rotation of the Directors. Subject as aforesaid the Nominee Director(s) shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. The Nominee Director(s) so appointed shall hold the said office only so long as moneys remain owing by the Company to the Financial Institution or so long as the Debenture Trustee hold debenture in the Company or operation of agreement and the Nominee Directors so appointed in the exercise of the said person shall ipso facto vacate such office immediately the money owing by the Company to the Financial Institution or on the Debenture Trustee ceasing to hold Debentures Shares on the satisfaction of liability of the Company arising out of any Guarantee furnished by the Financial Institutions or satisfactory completion of term of agreement with Bodies. The Nominee Director(s) appointed under this article shall be entitled to receive all notice of and attend all General meeting Board Meeting and of the meetings of the Committee of which the Nominee Director(s) is are member(s) as also the minutes of meetings. The financial institutions Debenture Trustee persons bodies shall also be entitled to receive all such notice and minutes. The Company shall pay to the Nominee Director(s) sitting fees and expenses which other Director of the Company the fees commission money and remuneration in relation to such Nominee Director(s) shall accordingly be paid by the Company directly to the debenture trustee. Any expenses that may incurred by the financial Institution or such Nominee Director(s) in connection with their appointment or Directorship shall also be paid or reimbursed by the Company directly to the financial Institution. Provided further that if such Nominee Director(s) is are an officer of the Financial Institution the sitting fees in relation to such Nominee Director(s) shall also accrue to the Financial Institution and the same shall accordingly be paid by the Company directly to that Financial
	,	100.Company may increase the number of Directors
	63	Subject to Section 149 of the Act the Company may subject to special resolution in General Meeting increase the maximum number of Directors. Further the Company may subject to the provisions of Section 169 of the Act

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		bypassing the ordinary resolution in the General Meeting of the members may remove any Director before the expiration of his period of office and appoint another person in the place of director so removed.
	64	101.Appointment of Alternate Directors In accordance with Section 161 and other applicable provisions (if any) of the Act the Board shall have power atany time and from time to time to appoint a person not being a person holdingany alternate directorship for any other Director in the Company to act as an alternate director for a director (hereinafter called the original Director) during his absence for a period of not less than three months from India.
7	65	102.Directors power to fill up casual Vacancies Casual vacancies amongDirectors may be filled by the Board of Directors at their meeting and anyperson so appointed shall hold the office as per the provision of section 161.
		• 103. Appointment of Additional Director 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 following Annual General Meeting but shall be eligible for election by the company at that meeting as a Director. 104. Directors may act notwithstanding any vacancy The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the minimum number fixed by Article 100 thereof the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting for that purpose. 105. Remuneration of Directors Subject to the provisions of the Act the Chairman or Managing Director any other functional Directors who is are in the wholetime employment of the Company maybe paid remuneration either by way of a monthly payment or at a specified percentage of the net profit of the Company or partly by one way and partly by the other keeping in view the limiting provisions governing the Managerial remuneration under the provisions of the Act. Subject to the provisions of the Act a Director who is neither in the whole-time employment nor a Chairman cum Managing Director of the Company may be paid remuneration either. (a) by way of monthly quarterly or annual payment with the approval of the Central Government or (b) by way of commission if the Company by a special resolution authorizes such payment and The sitting fee payable to a Director (excluding Whole-time Director) for attending a meeting of the Board or Committee thereof shall be such sum as may be fixed by the Board provided that the same shall not exceed Rs. 100000- or such other sum as prescribed in the Act as amended from time to

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actual incidental expenses in addition to his fee for attending such meeting as specified above. If any Director be called upon to go or reside out of the bonafide place of his residence on the Companys business he shall be entitled to be paid and reimbursed any travelling or other actual expenses incurred by him in connection with the business of the Company, 106. When office of Directors to become Vacant Subject to Section 167 of the Act the office of a Director shall become vacant if- (a) he incurs any of the disqualifications specified in section 164 under the act (b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board (c) he acts in contravention of the provisions of entering into contracts or arrangements in which he is directly or indirectly interested (d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested (e) he becomes disqualified by an order of a court or the Tribunal (f) he is convicted by a court of any offence whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months Provided that the office shall be vacated by the director even if he has filed an appeal against the order of such court (g) he is removed in pursuance of the provisions of this Act (h) he having been appointed a director by virtue of his holding any office or other employment in the holding subsidiary or associate company ceases to hold such office or other employment in that company. 107. Directors may contract with Company Except with the consent of the Board of Directors given by a resolution at a meeting of the Board and subject to such conditions the company shall not enter into any contract or arrangement with a related party with respect to (a) sale purchase or supply of any goods or materials (b) selling or otherwise disposing of or buying property of any kind (c) leasing of property of any kind (d) availing or rendering of any services (e) appointment of any agent for purchase or sale of goods materials services or property (f) such related partys appointment to any office or place of profit in the company its subsidiary company or associate company (g)underwriting the subscription of any securities or derivatives thereof of the company. Every contract or arrangement entered as related party transaction shall be referred in the Boards report to the shareholders along with the justification for entering into such contract or arrangement. 108. Disclosure of interest by Directors (1) Every Director of the Company who is in any way whether directly or indirectly concerned or interested in a contract or arrangement or proposed by Directors interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at every financial year or whenever there is change in the disclosure of interest. (2) Nothing in sub-clause (1) of this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other company where any of the Directors of the Company or two or more of the Directors together holds or hold not more than two per cent of the paid-up share capital in the other company, 109. Interested Directors

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not to participate or vote in Boards proceedings An interested director who is in any way whether by himself or through any of his relatives or firm body corporate or other association of individuals in which he or any of his relatives is a partner director or a member interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of a company shall take any part in the discussion of or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote and if he does vote his vote shall be void. A contract or arrangement entered into by the company without disclosure or with participation by a director who is concerned or interested in any way directly or indirectly in the contract or arrangement shall be voidable at the option of the company, 110. Register of Contracts in which Directors are interested The company shall keep registers in accordance with Section 189(1) giving separately the particulars of all contracts or arrangements to which to matter of disclosure of interest by directors and related party transaction applies in such manner and containing such particulars as may be prescribed and after entering the particulars such registers shall be placed before the next meeting of the Board and signed by all the directors present at the meeting and shall within thirty days of appointment make such disclosure as are necessary for the purpose of same. The Register shall be kept at the Registered office of the Company and shall be open to inspection at such office shall be open for inspection at such office during business hours and extracts may be taken there from and copies thereof as may be required by any member of the company shall be furnished by the company to such extent in such manner and on payment of same fee as in the case of the Register of Members of the Company, 111. Director may be Director of companies promoted by the Company A Director may become a Director of any other company promoted by the Company or in which it may be interested as a vendor shareholder or otherwise and no such Director shall be accountable for any benefits received as Director or shareholder of such a company except in so far as Section 188 of the Act may be applicable. 112. Register of Directors and key managerial personnel and their Shareholding The Company shall keep at its registered office a Register containing such particulars of its Directors and key managerial personnel Manager as may be prescribed under Section 170 of the Act and shall comply with the provisions of the said Section in all respects. The register shall include the details of securities held by each of them in the company or its holding subsidiary subsidiary of companys holding company or associate companies. Proceedings of the Board • 113. Meetings of Directors The Directors may meet 7 together as a Board for the dispatch of business from time to time so that at least four such meetings shall be held in every year in such a manner that not more than one hundred and twenty days shall intervene between 67

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		two consecutive meetings of the Board. The Directors may adjourn and regulate their meetings as they think fit.
	68	114.Board may appoint Chairman All meetings of the Directors shall be presided over by the Chairman if present but if at any meeting of the Directors the Chairman is not present at the time appointed for holding the same then in that case the Directors shall choose one of the Directors present to preside over the meeting.
/	69	115.Certain persons not to be appointed Chairman Managing DirectorsFunctional Director The Company shall not appoint a person as its ChairmanManaging Director or Whole-time Director who-(a) is an undischarged insolventor had at any time been adjudged an insolvent (b) is or has at any time beenconvicted by a Court of an offence involving moral turpitude.
	70	116.Notice of Directors Meeting A meeting of the Board shall be called bygiving not less than seven days notice in writing to every director at hisaddress registered with the company and such notice shall be sent by handdelivery or by post or by electronic means. Board may be called at shorternotice to transact urgent business where at least one independent director ifany shall be present. Every notice convening a meeting of the Board ofDirectors shall set out the agenda of the business to be transacted thereatinsufficient detail provided however that the meeting may consider any otherbusiness with the permission of the chair.
2	71	117.When meeting to be convened The Company Secretary or any director of theCompany may as and when directed by the Chairman to do so convene a meeting ofthe Board by giving a notice in writing to every Director.
	72	118.Quorum at Board Meeting No business shall be transacted at any Boardmeeting unless a quorum of Board of Director is present at the time when themeeting proceeds to business. Save as otherwise provided herein the quorum forthe Board meetings shall be as provided in section 174.
7	73	119. Questions at Board meetings how to be decided All questions arising at a Meeting of the Board or any committee thereof shall be decided by majority of votes of directors present and in case of equality of votes the Chairperson shall have a second and casting vote.
	74	120.Committee of Board Subject to the restrictions contained in Section 179180 and other applicable provisions of the Act and preceding Articles the Boardmay delegate any of its powers to Committees of the Board consisting of suchmember or members of its body as it may think fit. PROVIDED that the Board mayfrom time to time revoke modify and discharge any such Committee of the Boardeither wholly or in part. Every Committee of the Board so formed shall in theexercise of the powers so delegated conform to any Policy regulations that mayfrom time to time be laid down by the Board. All acts done by any suchCommittee of the Board in conformity with such regulations and in fulfilment ofthe purposes of their appointment shall have the like force and effect as ifdone by the Board.

	121 Meeting of Committee how to be Governed The
75	meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions of the act and guidelines laid down for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by Directors under the last preceding Article.
	• 122.Resolution by circulation No resolution on matters shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation unless the resolution has been circulated indraft together with the necessary papers if any to all the Directors or members of the Committee as the case may be at their addresses registered with the company in India by hand delivery or by post or by courier or through such electronic means as may be prescribed and has been approved by a majority of the directors or members who are entitled to vote on the resolution. Resolution passed in such circulation shall be made part of the minutes of such meeting. Provided that where not less than one-third of the total number of directors of the company for the tim being require that any resolution under circulation must be decided at a meeting the chairperson shall put the resolution to be decided at a meeting of the Board. 123. Defects in appointment of Directors not to invalidate actions taken All acts done by any meeting of the Board or by a Committee of the Board or by any person acting as a Director shall notwithstanding that it was subsequently noticed that there was some defect in the appointment of such Director or persons acting as aforesaid or that they or any of them were disqualified o had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or these Articles be as valid as if every such person had been duly appointed and was qualified to be a Director and had not vacated his office or his appointment had not been terminated. PROVIDED that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment had been noticed by the Company shall cause minutes of all proceedings of every meeting of the Board (a) The Company shall cause minutes of all proceedings of the conclusion of every such meeting in such book shall be dated and signed by the Chairman of the said meeting. The minute Books of the Board

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which in the opinion of the Chairman of the meeting (i) is or could reasonably be regarded as defamatory of any person. (ii) is irrelevant or immaterial to the proceedings or (iii) is detrimental to the interests of the Company. The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause. (c) Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein. 125. Powers of Board The Board may exercise all such powers of the Company and do all such acts and things as it is entitled to do under section 179 of the Act and rules made there under or by the Memorandum or Articles of the Company but shall not decide matters required to be exercised or done by the Company in General Meeting Subject to these Articles no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been so made. Certain powers of the Board Without prejudice to the general powers conferred by the Act and preceding Article and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by these Articles and by General Body it is hereby declared that the Directors shall have the following powers that is to say power- (1) to pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Sections 40 of the Act (2) Subject to Sections 179 and 180 of the Act to purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorised to acquire at or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory (3) At their discretion and subject to the provisions of the Act to pay for any property rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares bonds debentures mortgages or other securities of the Company and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds debentures mortgages or other securities may be either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged (4) To secure the fulfillment of any contract or engagement entered into by the Company in the normal course of business by mortgage or charge any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit (5) To accept from any Member as far as may be permissible by law a surrender of his shares or any part thereof on such terms and conditions as shall be agreed upon (6) To appoint any person to accept and hold in trust for the Company any property belonging to the Company in which it is interested or for any other purposes and to execute and do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trust or trustees (7) 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 allow time for payment or satisfaction of any debts due and of any claim or demand by or against the Company and to refer any differences to arbitration and observe and execute any awards made thereon (8) To act on behalf of the Company in all matters relating to bankruptcy and insolvency (9) To make and give receipts releases and other discharges for moneys payable to the Company and for the claims and demands of the Company (10) Subject to applicable provisions of the Act to invest and deal with any moneys of the Company not immediately required for the purposes thereof upon such security(not being shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 187 of the Act all investments shall be made and held in the Companys own name (11) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or going to incur any personal liability whether as principal or surety for the benefit of the Company such mortgages of the Companys property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers provisions covenants as shall be agreed upon(12) To open account with any bank or banks and to determine from time to time who shall be entitled to sign on the Companys behalf bills notes receipts acceptances endorsements cheques dividend warrants releases contracts and documents and to issue the necessary authority for such purpose (13) To distribute by way of bonus or commission amongst the staff of the Company on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expense of the Company (14) To provide for the welfare of employees or ex-employees of the Company and their families or connections of such persons by building or contributing to the building of houses dwellings or chawls or by grants of money pension gratuities allowances bonus or other payments or by creating and from time to time subscribing or contributing to provident and other funds associations institutions or trusts and by providing or subscribing or contributing towards places of instrument and recreation hospitals and dispensaries medical and other attendance and other assistance as the Board shall think fit and to subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent religious scientific national or other institutions or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation or of public and general utility or otherwise (15) Before recommending any dividend to set aside out of the profits of the Company such sums as they may think proper for depreciation or to a Depreciation Fund or to an Insurance Fund or as a Reserve Fund or Sinking Fund or any Special Fund to meet contingencies or to repay debentures or debenture stock or for special dividends or for equalizing dividends or for repairing improving extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause) as the Board may in their absolute discretion think conducive to the interest of the Company and subject to Section 179 of the Act to invest the several sums so set aside or so



much thereof as required to be invested upon such investments(other than shares of the Company) as they may think fit and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company in such manner and for such purposes as the Board in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Board apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the Company might rightly be applied or expended and to divide the Reserve Fund or division or a reserve Fund to another Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the above funds including the Depreciation Fund in the business of the Company or in the purchase or repayment of Debentures or debenture stock and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper (16) To appoint and at their discretion remove or suspend such officers such as Executive Director general managers managers secretaries assistants supervisors clerks agents and servants etc. for permanent temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments or remunerations and to require security in such instances and to such amounts as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or abroad in such manner as they think fit and the provisions contained in the following sub-clauses shall be without prejudice to the general powers conferred by this sub clause (17) From time to time and at any time to establish any number of offices and establishment for properly managing the affairs of the Company in any specified locality in India or elsewhere and to appoint staff for such offices and to fixt heir remuneration (18) Subject to the provisions of the Act from time to time and at any time to delegate to any such local Board or any member or members thereof or any managers or agents so appointed or to any other person(s) any of the powers authorities and discretions for the time being vested in the Board and to authorise the members for the time being of any such local Board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation under the preceding and this sub-clause may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed and may annul or vary any such delegation(19) At anytime and from time to time by Power of Attorney under the Seal of the Company to appoint any person or persons to be the Attorney or Attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also those which are to be exercised by the Board in its Meetings) and for such period and subject to such conditions as the Board may from time to time

think fit and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any company or the shareholders directors nominees or managers or any company or firm or otherwise in favour of any persons whether appointed by name or designation by the Board and any such Power of Attorney may contain such powers for the protection or convenience of such Attorney as the Board may think fit and Board may specifically bestow powers enabling any such delegate or attorneys to sub-delegate all or any of the powers authorities and discretions for the time being vested in them (20) Subject to Sections 188 of the Act for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into such negotiations and contracts and rescind and vary such contracts and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient (21) From time to time to make vary and repeal bye-laws for the regulations of the business of the Company regulate employment of its officers and servants by making service Rules and Regulations (22) Maintain proper records at places as per provisions of the Act and where the Company has a branch office whether in or outside India the Company shall be deemed to have complied with this Article if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns made up-to-date at intervals of not more than three months are sent by the branch office to the Company at its Office or other place in India at which the Companys Books of Accounts are kept as aforesaid (23) Ensure proper maintenance of the Books of Account which shall give a true and fair view of the state of the affairs of the Company or branch office as the case may be and explain its transactions. The Books of Account and other books and papers shall be open to inspection by any Director during business hours. Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer 126.CEO MANAGER CS AND CFO Subject to the 7 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 thinks 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 77 manager company secretary or chief financial officer. As per provisions 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. 1 78 The Seal

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П		.]	127.The Seal its custody and use The Board shall provide
		79	a Common Seal forthe purpose of the Company and shall have power from time to time to destroythe same and substitute a new Seal in lieu thereof and the Board shall providefor the safe custody of the Seal for the time being and the seal shall never beused except on the authority of the Board or by Committee of the Board asauthorised. 128. Deeds how executed Every deed or other instrument to which theSeal of the Company is required to be affixed shall unless the same is executedby a duly constituted attorney issued under the seal be signed by two Directorsor one Director and Secretary or some other person authorised by the Board forthe purpose PROVIDED that in respect of the Share Certificate the Seal shall beaffixed in accordance with Article as mentioned above.
			Dividends and Reserve
		80	129.Division of profits and dividends in proportion to amount paid- up (a)The profits of the Company subject to any special rights relating theretocreated or authorised to be created by these Articles and subject to the the provisions of these Articles shall be divisible among the Members in proportion to the amount of capital paid-up or credited as paid-up on the shares held bythem. (b)All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares held during any portion or portions of the period in respect of which the dividend is paid but if anyshare is issued on terms providing that it shall rank for dividend from aparticular date such share shall rank for dividend accordingly.
П	7		130.The Company in General Meeting may declare a
		81	dividend Company in General Meeting may declare dividends to be paid to Members according to their respective rights but no dividends shall exceed the amount recommended by the Board but the Company in General Meeting may declare a smaller dividend.
	7	82	131.Dividends only to be paid out of Profits (a) No dividend shall bedeclared or paid by the Company for any financial year except out of itsprofits for that year arrived at in the manner set out in Section 123 of theAct. (b) Where owing to inadequacy or absence of profits in any financial yearany Company proposes to declare dividend out of the accumulated profits earnedby it in previous years and transferred by the company to reserves suchdeclaration of dividend shall not be made except in accordance with such rulesas may be made in that behalf. (c) No dividend shall be declared or paid by acompany from its reserves other than free reserves.
	7	83	132 Interim Dividend Subject to the provisions of Section 123 the Board mayfrom time to time pay the Members such interim dividend as appear to it to bejustified by the profits of the Company.
	7	84	133. Capital paid - up in advance to carry Interest Where capital is paid in advance of calls such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits.

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		134.Retention of dividends until completion of transfer
	85	The Board may retain the dividends payable on shares in terms of Section 126 in respect of which anyperson is entitled to become a Member or on completion any person under thoseArticles is entitled to transfer or until such person shall become a Member inrespect of such shares or shall duly transfer the same.
	86	135. Transfer of shares must be Registered A transfer of shares shall notpass the right to any dividend declared thereon before the registration oftransfer. Provided that where any instrument of transfer of shares has beendelivered to the Company for registration and the transfer of such shares has notbeen registered by the Company it shall notwithstanding anything contained inany other provision of this Act. (a) transfer the dividend in relation to such shares to the Unpaid Dividend Account referred to in Section 124 of the Actunless the Company is authorised by the registered holder of such shares inwriting to pay such dividend to the transferee specified in such instrument oftransfer and (b) keep in abeyance in relation to such shares any offer ofrights shares under clause(a) of sub-section (1) of section 62 of the Act andany issue of fully paid-up bonus shares in pursuance of first proviso tosub-section (5) of section 123 of the Act.
	87	136.No Member to receive dividend whilst indebted to the Company Companys right of reimbursement Thereon No Member shall be entitled to receive payment as interest or dividend in respect of his shares whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever either alone or jointly with any person or persons and the Board may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.
	88	137. Dividends how remitted (1) Unless otherwise directed any dividend payable in cash may be paid by cheque or warrant or in any electronic mode or by a pay slip or receipt or in any other manner having the force of a cheque or warrant sent through the post to the registered address of the Member or person entitled or in case of joint holders to that one of them first named in the Register in respect of the joint holdings. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent the Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission or for any dividend lost to the Member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay slip or receipt or the fraudulent recovery of the dividend by any other means. (2) Notwithstanding anything contained in these Articles any dividend declared maybe paid by Electronic Clearing System through any Sponsor Bank after getting registration with the Reserve Bank of India for using this facility and collecting from the members necessary bank mandate in the prescribed format.138.Dividends and call together Any General Meeting declaring a dividend may on the recommendation of the Board make a call on the Members of such amount as the meeting may fix but so that the call on each Member shall not exceed the dividend payable to him and so that the call be made

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dividend may if sethe Member be sedividend No unclumed divided with the provision provisions of the No dividend shall	ame time as the dividend and the so arranged between the Company and set off against the calls. 139. Unclaimed claimed dividend shall be forfeited and all ends shall be dealt with in accordance ons of Section 124 and other applicable a Act. 140. No interest against Dividend all bear interest against the company.
	1
1/1 Directors to	keen true accounts (a) Every company
shall prepare and its branch office as the Board thir relevant books a every financial ystate of the affai Section 128 of the money received matters in respe take place (ii) all Company (iii) the (iv) state of affa decides to keep place other than shall within seve Registrar a Notice that other place Act. (c) The corn or other relevant manner as may preserve in good period of not less preceding a fina other relevant to any e Inspection of act Member (not be inspecting any a Company excep authorised by the meeting. The Bo extent and at which conditions or regulations of the company or any the Members. Note that is a condition or regulation of the conditions or regulation of the conditions	keep true accounts (a) Every company d keep at its registered office including or offices or at such other place in India nks fit Books of Accounts and other and papers and financial statement for ear which give a true and fair view of the irs of the company in accordance with he Act with respect to-(i) all sums of and expended by the Company and the ect of which the receipts and expenditure I sales and purchases of goods by the e assets and liabilities of the Company. (is of the company. (b) Where the Board all or any of the Books of Account at any in the Office of the Company the Company en days of the decision file with the ce in writing giving the full address of in accordance with Section 128 of the inpany may keep such books of account at appers in electronic mode in such be prescribed. (d) The Company shall dorder the Books of Account relating to a set than eight financial years immediately incial year. The books of account and ooks and papers maintained in electronic ain accessible in India so as to be usable reference together with the vouchers entry in such Books of Account. 142. Eccounts or record by members No eing a director) shall have any right of account or books or documents of the out as conferred by Section 94 of the Act or ne Board or by the company in general coard may determine whether and to what that time and place and under what gulations the accounts and books of the of them may be open to inspection of lotwithstanding anything to the contrary nabove the authorised representative of the area right to inspect the accounts illity documents records premises machinery and all other property of the evenient time(s) after giving advance ampany. 143. Statement of Accounts to be need Meeting The Directors shall from accordance with Sections 129 and 134 cable provisions of the Act cause to be the laid before the Company in General alance Sheets Profit and Loss Accounts and alance Sheets Profit and Loss Accounts are required by those Sections 144.
Copies shall be to the provisions of Se	are required by these Sections. 144. sent to each Member Without prejudice s of Section 101 and subject to the ection 136 of the Act a copy of the nents including consolidated financial

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		statements auditors report and every other document required by law to be annexed or attached to the Balance Sheet shall at least twenty-one days before the General Body Meeting at which the same are to be laid before the members be sent to the members of the company to every trustee for every holder of any debenture issued by the company and to all persons other than such members or trustee being the person so entitled to attend the General Body Meeting. 145. Copy of financial statement to be filed with registrar The Company shall comply with Section 137 of the Act as to filing copies of the Balance Sheet and Profit and Loss Account and documents required to be annexed or attached thereto with the Registrar.
		Winding up
	90	• 146.Procedure for winding up If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions. If the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of a Special Resolution divide among the contributions in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit.
		Indemnity
7	91	147.Officers to be indemnified Subject to provisions of the Act everyOfficer of the company shall be indemnified out of the assets of the Companyagainst any liability incurred by him in defending any proceedings whethercivil or criminal in which judgment is given in his favour or in which he isacquitted or in which relief is granted to him by the court or the Tribunal.Provided that if such person is proved to be guilty the premium paid on suchinsurance shall be treated as part of the remuneration.
		Others
Z		148.Company not bound to recognize holding of shares on trust or any interest in shares other than that of registered holder Except as ordered by a Court of competent jurisdiction or as required by law the Company shall not be bound to recognize holding of any share upon any trust and to recognize any equitable contingent future or partial interest in any share or any interest in any fractional part of a share (except only as is).

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by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles in the person from time to time registered as the holder thereof but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them. 149. Funds etc. of Company may not be applied in purchase of shares of the Company The Company shall not give either directly or indirectly and either by means of a loan guarantee the provision of security or otherwise any financial assistance for the purpose of or in connection with the purchase or subscription made or to be made by any person for purchase of any shares in the Company except in conformity with the provisions of Section 67 of the Act. 150. Underwriting and Brokerage Commission may be paid Subject to the provisions of Section 40 of the Act the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe for any shares in or debentures of the Company or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company but so that the commission shall not exceed in case of shares five percent of the price at which the shares are issued and in case of debentures two and a half percent of the price at which the debentures are issued. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid shares or debentures or partly in one way and partly in the other. Brokerage The Company may also on any issue of shares or debentures pay such brokerage as may be lawful. 151 Interest out of Capital Interest maybe paid out of capital Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building or the provision of any plant which cannot be made profitable for a lengthy period the Company may pay interest on so much of that share capital as is for the time being paid up for the period at the rate and subject to the conditions and restrictions provided by the Company Act 2013 and may charge the same to capital as part of the cost of construction of the work or building or the provision of plant. 152. Annual Returns The Company shall comply with the provisions of Sections 92 of the Act as to the making of Annual Returns. 153. Borrowing powers As per the provisions of Section 73 76 179 180 and other applicable provisions of the Act the Board of Directors may from time to time at its discretion by resolution at a meeting of the Board and subject to the approval of the shareholders in General Meeting accept deposits from Members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sums of money for the purpose of the Company. Provided however where the moneys already borrowed (apart from temporary loans obtained from the Companys bankers in the ordinary due course of business) exceed the aggregate of the paid-up capital of the Company its free reserves(not being reserves set apart for any specific purpose) and the securities premium the Board shall not borrow such moneys without the consent of the Company in General Meeting. Payment or repayment of borrowed Moneys Subject to the provisions of Article 64 hereof the payment and repayment of moneys borrowed as aforesaid may be secured in such manner and upon

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such terms and conditions in all respects as the Board of Directors may think fit by resolutions passed at a meeting of the Board and in particular by the issue of bonds or debentures of the Company whether unsecured or secured by a mortgage or charge over all or any part of the property of the Company (both present and future) including its uncalled capital for the time being and debentures and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Terms of issue of Debentures Any debentures or other securities may be issued or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions to redemption surrender drawing allotment of shares and attending (but not voting) at General Meetings. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meetings accorded by special resolution. Register of charges to be Kept The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all charges and floating charges affecting the property or assets of the Company or any of its undertakings and shall cause the requirements of Sections 77 79 and 81 to 87 (both inclusive) of the Act in that behalf to be duly complied with so far as they are required to be complied with by the Board . Register of Debenture holders The Company shall if at any time it issues debentures keep a Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company shall have the power to keep in any Country outside India a Register of Debenture holders residing outside India in such manner as may be prescribed. Application to Debentures and other securities The provisions of the Articles shall apply mutatis mutandis to debentures bonds or other securities issued by the company. 154. Dematerialization of Securities Definitions For the purpose of this Article Depository means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act 1996. Beneficial Owner means a person or persons whose name is recorded in the Register maintained by a Depository under the Depository Act 1996. SEBI means the Securities and Exchange Board of India established under section 3 of the Securities Exchange Board of India Act 1992. Securities means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act 1956 Dematerialization of Securities Notwithstanding anything contained in these Articles the Company shall be entitled to dematerialize its existing securities rematerialize its securities held in the Depositories and or offer its fresh securities in dematerialized form pursuant to the provisions of the Depositories Act 1996 and the rules framed there under if any. Option for investors Every person subscribing to or holding securities of the Company shall have the option to receive securities certificates or to hold the securities with the Depository. Such a person who is the beneficial owner of the securities can at any time optout of the Depository if permitted by the law in respect of any security in the manner and within the time prescribed issued to the beneficial owner the required certificate of the securities. If a person opts to hold his securities with a Depository the Company shall intimate such Depository

the details of allotment of the security and on receipt of the information the depository shall enter in its records the name of the allottees as the beneficial owner of the securities. Securities in Depository to be in Fungible Form All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Section 88 89 112 and 186 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owners. Rights and Liabilities of Beneficial Owner (a) Notwithstanding anything to the contrary contained in the Act or these Articles a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owners. (b) Save as otherwise provided in (a) above the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it. (c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a Depository. Service of Documents Notwithstanding anything to the contrary contained in the Act or Articles to the contrary where securities are held in a Depository the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs. Provisions of Articles to apply to shares held in Depository Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a Depository. Allotment of Securities dealt within a Depository Notwithstanding anything in the Act or these Articles where securities are dealt with by the Depository the Company shall intimate the details thereof to the Depository immediately on allotment of such securities. Distinctive numbers of securities held in the depository Mode Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers on securities issued by the Company shall apply to securities held with a Depository. Register and Index of Beneficial Owners The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act 1996 shall be deemed to be the Register and Index of member and security holder for the purpose of these Articles. 155. Conversion of Shares into Stock and Reconversion Shares may be converted into stock and reconverted The Company in General Meeting may convert any paid up shares into stock and when any shares shall have been converted into stock the several holders of such stock may henceforth transfer their respective interest therein or any part of such interest in the same manner and subject to the same regulations as if no such conversion had taken place or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into paidup shares. Rights of stock holders 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. 156 .Audit Accounts to be audited The Auditors of the Company shall be appointed or reappointed by the Comptroller and Auditor General of India and their remuneration rights and duties shall be regulated by Section 139 to 143 and 145 to 148 of the Act. Powers of the Comptroller and Auditor General of India The Comptroller and Auditor General of India shall have the powers- (a) to direct the manner in which the Companys accounts shall be audited by the auditors appointed in pursuance of Article hereof and to give such auditors instruction in regard to any matter relating to the performance of their functions as such. (b) to conduct a supplementary or test audit of the financial statement of the Company by such person or persons as he may authorize in this behalf and for the purposes of such audit to have access at all reasonable times to all accounts account books vouchers documents and other papers of the Company and to require information or additional information to be furnished to any person or persons so authorized on such matters by such person or persons and in such form as the Comptroller and Auditor General may by general or special order direct. Comments upon or supplement to audit report by the Comptroller Auditor General of India to be placed before the annual general meeting The auditors aforesaid shall submit a copy of his her audit report to the Comptroller and Auditor General of India who shall have the right to comment upon or supplement such audit report in such manner as he may think fit. Any such comments upon or supplement to the audit report shall be placed before the Annual General Meeting of the Company at the same time and in the same manner as the audit report. 157. Service of Documents Manner of Service of Documents A document or notice may be served or given by the Company to any Member either through speed post registered post or through electronic mode to his registered address or (if he has no registered address in India) to the address if any in India supplied by him to the Company for serving documents or notices on him. Notice is to be sent by the company through its authorized and secured computer programme which is capable of producing confirmation and keeping record of such communication addressed to the person entitled to receive such communication at the last electronic mail address provided by the member. The notice may be sent through e-mail as a text or as an attachment to e-mail or as a notification providing electronic link or Uniform Resource Locator for accessing such notice through inhouse facility or its registrar and transfer agent or authorise any third party agency providing bulk e-mail facility. When notices or documents served on Members Where a document or notice is sent by post service of the document or notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the document or notice. When notice or notifications of availability of notice are sent by e-mail the company should ensure that it uses a system which produces confirmation of the total number of recipients e-mailed and a record of each recipient to whom the notice has been sent and copy of such record and any notices of any failed transmissions and subsequent resending shall be retained by or on behalf of the company as proof of sending. Provided that the member shall provide the updated email address to the company and

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for that company will provide an advance opportunity at least once in a financial year to the member to register his e-mail address and changes therein and such request may be made by only those members who have not got their email id recorded or to update a fresh email id. Notice will also be simultaneously updated in the website of the company. By Advertisement A document or notice advertised in a newspaper circulating in the neighbourhood of the Registered Office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every Member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on sending the notices to him. Explanatory Statement of material facts under Section 102 need not be advertised but it will be mentioned in the advertisement that the Statement has been forwarded to the Members. On personal representatives etc. A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in prepaid letter addressed to them by name or by the title of representative of the deceased or assignee of the insolvent or by any like description at the address (if any) in India supplied for the purpose by the persons claimed to be entitled or until such an address has been so supplied by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred. To whom documents or notices must be served or given Documents or notices of every General Meeting shall be served or given in same manner as herein before or to (a) every member of the company legal representative of any deceased member or the assignee of an insolvent member (b) the auditor or auditors of the company and (c) every director of the company. Members bound by documents or notices served on or given to previous holders Every person who by operation of law transfer or other means whatsoever shall become entitled to any share shall be bound by every document or notice in respect of such share which previously to his name and address being entered in the Register of Members shall have been duly served on or given to the person from whom he derives his title to such shares. Documents or notice by Company and signature thereto Any document or notice to be served or given by the Company may be signed by a director or key managerial personnel or an officer of the company duly authorised by the Board in this behalf. Service of document or notice by Member All documents or notices to be served or given by Members on or to the Company or any officer thereof shall be served or given by sending it to the Company or Officer at the Office by post or through electronic mode under a certificate of posting or by registered post or through email. 158. Secrecy (a) **Every Director Manager Auditor Treasurer Trustee** member of a committee officer servant agent accountant or other person employed in the business of the Company shall if so required by the Directors before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto and shall by such

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declaration pledge himself not to reveal any of the
matters which may come to his knowledge in the
discharge of his duties except when required so to do by
the Directors or by law or by the person to whom such
matters relate and except so far as may be necessary in
order to comply with any of the provisions in these
presents contained. (b) No Member shall be entitled to
visit or inspect any work of the Company without the
permission of the Directors or to require discovery of or
any information respecting any details of the Companys
trading or any matter which is or maybe in the nature of a
trade secret mystery of trade secret process or any other
matter which may relate to the conduct of the business
of the Company and which in the opinion of the Directors
it would be in expedient in the interest of the Company to
disclose. 159. Copies of Memorandum and Articles of
Association to be sent by the Company Copies of the
Memorandum and Articles of Association of the
Company and other documents referred to in Section 17
of the Act shall be sent by the Company to every Member
at his request within seven days of the request on
payment of such fees as maybe prescribed.
I

Subscriber Details

S. No.	Subscriber Details				
	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated
1	PFC Consulting Limited having R/o First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi - 110001 thorough its Authorised representative Sachin Arora S/o Prem Lal Arora R/o F-5, 1903, Supertech, Eco, Village, 1, Noida, Gautam Buddh Nagar, Uttar Pradesh-201301, Occupation-Service	A*G*A*4*4*	Delhi		27/06/2024
2	Shri Naveen Kumar S/o Jagdish Chander R/o F-024, Assotech Windsor Court Sector 78, Noida, Uttar Pradesh, India 201301 Occupation- Service (As Nominee of PFC Consulting Limited)	1*4*7*5*	Delhi		27/06/2024
3	Shri Rishab Jain S/o Naveen Jain R/o T-11, First Floor, Green Park Extension, Green Park Market, New Delhi - 110016 Occupation- Service (As Nominee of PFC Consulting Limited)	0*4*5*6*	. Delhi		27/06/2024
4	Shri Sanjay Kumar Nayak S/o Jagabandhu Nayak R/o K 713, Jalvayu Tower,	0*1*7*9*	Delhi		27/06/2024

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	Sector-56, Gurgaon, Haryana - 122011, Occupation - Service (As			
	Nominee of PFC Consulting Limited)			
	Shri Milind Madhusudan Dafade S/o Madhusudan Gurinath Dafade R/o Flat No - C- 31 Aishwaryam Apartment, Plot No - 17,		·	
5	Sector - 4, Dwarka, New Delhi India 110078 Occupation - Service (As Nominee of PFC Consulting Limited)	U*5*7*6*	Delhi	27/06/2024
6	Shri Sachin Shukla S/o Raj Kumar Shukla R/o 4th Floor, House No 6, H1 Block, Good Earth City Center, South City II, Gurgaon - 122018, Haryana, India, Occupation- Service (As Nominee of PFC Consulting Limited)	0*6*3*6*	Delhi	27/06/2024
7	Shri Neeraj Singh S/o Dayashankar Singh R/o C- 703 F-2, The Crescent Appartment, Sector-50, Noida, Gautam Budha Nagar, Uttar Pradesh - 201301 Occupation-Service (As Nominee of PFC Consulting Limited)	0*6*3*9*	Delhi	27/06/2024

Name Prefix (ACA/FCA/ACS/ FCS/ACMA/ FCMA)	*Name of the witness	*Address, Description and Occupation	*DIN / PAN / Passport number / Membership	*Place	DSC	Dated
FCS	Nitin Kochhar	Flat No. 608, Sixth Floor, Pragati Tower - 26, Rajendra Place, New Delhi - 110008, Company Secretary	6*3*	Delhi		27/06/2024

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PFC CONSULTING LIMITED

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

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of "Request for Proposal" (RFP). Interested bidders may refer to the RFP notification and RFP documents available on the website https://www.mstcecommerce.com and https://www.pfcclindia.com.

The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 01.06.2024 to one working day prior to bid submission for the projects mentioned below on payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% from 9th Floor, Wing – A, Statesman House, Connaught Place, New Delhi - 110001, Tel.: 91-11-23443996; Fax: 91-11-23443990; e-mail: pfccl.itp@pfcindia.com. The RFP documents can also be downloaded from https://www.mstcecommerce.com and https://www.pfcclindia.com, however, in such case, interested party can submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% separately. The survey report and clarification to RFP documents shall be issued to those bidders, who have obtained/ purchased RFP documents by paying requisite fee at least one working day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding clarifications/amendments/time extensions etc., if any. The important timelines in this regard are as follows:

S. No.	Name of Transmission Scheme	Last Date for seeking clarifications (dd/mm/yyyy)	Last Date for submission of response to RFP (dd/mm/yyyy)	Date of opening of Response to RFP(dd/mm/yyyy)
1.	Transmission Scheme for integration of Bijapur REZ in Karnataka	21/06/2024	05/08/2024 up to 15:00 hrs (IST)	05/08/2024 up to 15:30 hrs (IST)

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

Bid Process Coordinator

PFC CONSULTING LTD.

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

An Initiative of

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Ministry of Power Government of India Initiative Partner

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Central Electricity Authority

Eng_12x12_May_31_2024

SINGLE STAGE REQUEST FOR PROPOSAL DOCUMENT

FOR

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

TO

ESTABLISH INTER-STATE TRANSMISSION SYSTEM

FOR

TRANSMISSION SCHEME FOR INTEGRATION OF BIJAPUR REZ IN KARNATAKA

ISSUED BY



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

June 01, 2024

PFC CONSULTING LIMITED

(A wholly owned subsidiary of Power Finance Corporation Limited)

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

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for <u>"Transmission Scheme for integration of Bijapur REZ in Karnataka"</u> is issued by PFC Consulting Limited.

Limited.	
This RFP document is issued to -	
M/s	
General Manager	

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

Date:

Signature:



REQUEST FOR PROPOSAL NOTIFICATION

PFC CONSULTING LIMITED

(A wholly owned subsidiary of Power Finance Corporation Limited)

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

- The Government of India, Ministry of Power, vide its gazette notification no CG-DL-E-15032024-253080 dated March 15, 2024 has notified PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Inter-State transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process.
- 2. PFC Consulting Limited (PFCCL) (hereinafter referred to as BPC) hereby invites all prospective Bidders for issue of Request for Proposal (RFP) for selection of Bidder as Transmission Service Provider (TSP) on the basis of international competitive bidding in accordance with the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under section 63 of The Electricity Act, 2003 and as amended from time to time. The responsibility of the TSP would be to establish the following Inter-State Transmission System "Transmission Scheme for integration of Bijapur REZ in Karnataka" (hereinafter referred to as 'Project') on build, own, operate & transfer basis and to provide transmission service:

S No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	Establishment of 400/220 kV, 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka • 400/220 kV, 500 MVA, ICTs – 5 nos. • 400 kV ICT bays – 5 nos. • 220 kV ICT bays – 5 nos. • 400 kV line bays – 2 nos. (at Bijapur PS for termination	24 Months
	of Bijapur PS – Raichur New line)) • 220 kV line bays – 10 nos. • 220 kV Sectionalizer : 1 sets • 220 kV Bus Coupler (BC) Bay – 2 nos. • 220 kV Transfer Bus Coupler (TBC) Bay – 2 nos.	
	 Future Space Provisions: 400/220kV, 500 MVA, ICTs – 5 nos. 400kV ICT bays – 5 nos. 220kV ICT bays – 5 nos. 400kV line bays – 6 nos. (with provision for SLR) 220kV line bays – 14 nos. 220kV Sectionalizer: 2 sets 220 kV Bus Coupler (BC) Bay – 2 nos. 220 kV Transfer Bus Coupler (TBC) Bay – 2 nos. 	





2.	Bijapur PS – Raichur New 400kV (Quad ACSR moose) D/c line • 400 kV line bays – 2 nos. (at Raichur New)
3.	2x125MVAr 420kV bus reactors at Bijapur PS
	 420 kV, 125 MVAr bus reactors – 2 nos.
	 420 kV, 125 MVAr bus reactor bays – 2 nos.

Note:

POWERGRID shall provide space for 2 nos. of 400 kV line bays at Raichur New for termination of Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/c line.

- 3. The TSP shall ensure that design; construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with the provisions of the Transmission Service Agreement and applicable Rules/Regulations, Orders and Guidelines issued by the Central Government.
- 4. Transmission License: The TSP shall obtain the Transmission License from the Commission.
- 5. Bidding Process: The Transmission Service Provider shall be selected through tariff based competitive bidding process for the Project based on meeting stipulated Qualification Requirements prescribed in Clause 2.1 of Section 2 of RFP and the lowest Quoted Transmission Charges discovered from Final Offers quoted during the e-reverse bidding. The selection of the TSP shall be subject to it obtaining Transmission License from the Commission, which, after expiry, may be further extended by such period as deemed appropriate by the Commission under powers vested with it to amend the conditions of the Transmission License.

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

The Bid shall be a single stage two envelope bid comprising the Technical Bid and the Financial Bid. The Bidders shall submit the Bid online through the electronic bidding platform. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. There shall be no physical submission of the Financial Bid.

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

6. The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of SPV [which is under incorporation] 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 SPV [which is under incorporation], of which one hundred percent (100%) equity shares will be acquired by the Selected Bidder, shall be responsible as the TSP, for ensuring that it undertakes ownership, financing, development, design, engineering, procurement, construction,

PFC CONSULTING LIMITED 4



commissioning, operation and maintenance of the Project, and to provide Transmission Service as per the terms of the RFP Project Documents.

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

- 7. **Commencement of Transmission Service**: The Bidder shall have to commence Transmission Service in accordance with the provisions of the Transmission Service Agreement.
- 8. **Transmission Charges**: The Transmission Charges shall be payable by the Designated ISTS Customers in Indian Rupees through the CTU as per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time. Bidders shall quote the Transmission Charges as per the pre-specified structure, as mentioned in the RFP.
- 9. Issue of RFP document: The detailed terms and conditions for qualification and selection of the Transmission Service Provider for the Project and for submission of Bid are indicated in the RFP document. All those interested in purchasing the RFP document may respond in writing to General Manager, Tel. +91 11 23443996, Fax +91 11 23443990, Email: pfccl.itp@pfcindia.com at the address given in para 12 below with a non-refundable fee of Rs. 5,00,000/- (Rupees Five Lakh Only) or US\$ 7000/- (US Dollars Seven Thousand Only) plus 18% GST, to be paid via electronic transfer to the following Bank Account:

Bank Account Name : PFC Consulting Limited

Account No. : 000705036117
Bank Name : ICICI Bank
IFSC : ICIC0000007

Branch : Connaught Place, New Delhi-110001

latest by **August 04, 2024.** Immediately after issuance of RFP document, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in **Annexure B**, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and shall be submitted by the Bidder in two (2) originals in a separate envelope, duly superscripted with Pre-Award Integrity Pact. The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi. In case the Bidder is in a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately.

The RFP document shall be issued to the Bidders on any working day from June 01, 2024 to August 04, 2024, between 10:30 hours (IST) to 16:00 hours (IST). The BPC, on written request and against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFP document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed.

10. Receipt and opening of Bid: The Bid must be uploaded online through the electronic bidding platform on or before 15:00 hours (IST) on August 05, 2024. Technical Bid will be opened by the Bid Opening Committee on the same day at 15:30 hours (IST) in the office of Central Electricity Authority, in the online presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be opened on the next

working day at the same time and venue. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause 3.2 to 3.4 shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer.

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

12. Nodal person for enquiries and clarifications

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

General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi - 110001, India
Tel. + 91-11-23443996
Fax + 91-11-23443990

Email: pfccl.itp@pfcindia.com



DISCLAIMER

- 1. This Request for Proposal (RFP) document is not an agreement or offer by the BPC to the prospective Bidders or to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Bid. The RFP document is based on material and information available in public domain.
- This RFP, along with its Annexures, is not transferable and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.
- 3. While this RFP has been prepared in good faith, neither the BPC nor its employees or advisors/consultants make any representation or warranty expressed or implied as to the accuracy, reliability or completeness of the information contained in this RFP. The Bidders shall satisfy themselves, on receipt of the RFP document, that the RFP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of this RFP document on or before the date & time mentioned in this RFP, it shall be considered that the issued document, complete in all respects, has been received by the Bidders.

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

- 4. This RFP document includes statements, which reflect various assumptions arrived at by BPC in order to give a reflection of current status in the RFP. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RFP document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for BPC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.
- 5. Neither BPC nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document.
- 6. Neither BPC, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Project, the information supplied by or on behalf of BPC or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.
- 7. By participating in the bidding process, each of the Bidder shall have acknowledged and accepted that it has not been induced to enter into such agreement by any representation or warranty, expressed or implied, or relied upon any such representation or warranty by or on behalf of BPC or any person working in the bidding process.
- 8. BPC may in its absolute discretion, but without being under any obligation to do so, update, amend

or supplement this RFP document. Such updations, amendments or supplements, if any, will however be circulated to the Bidders not later than 15 days prior to the last date for submission of Bid.

- 9. Each Bidder unconditionally agrees, understands and accepts that the BPC reserves the rights to accept or reject any or all Bids without giving any reason. Neither the BPC nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
- 10. This RFP may be withdrawn or cancelled by the BPC at any time without assigning any reasons thereof. BPC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.



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PFC CONSULTING LIMITED

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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, 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 entity of at least twenty six percent (26%) of the voting rights of the entity. As an illustration a chart is annexed hereto as Annexure -12;

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

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

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

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

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

"Bid Bond" shall mean the unconditional and irrevocable bank guarantee for Rs. 12 Crore (Rupees Twelve Crore Only), to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;

"Bid Deadline" shall mean the last date and time for submission of online 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, responsible for carrying out the process for selection of Bidder who will acquire Transmission Service Provider;

PFC CONSULTING LIMITED 11



"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 (only applicable for projects for which RFP has been Issued before 31.12.2021)

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

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

"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.

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

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

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

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

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

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

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

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

"Designated ISTS Customers" or "DICs" shall have the meaning as ascribed in Regulation 2(I) of Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulation 2020 and as amended or modified from time to time;

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

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

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

"Final Offer" shall mean the Quoted 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 – 21 of this RFP;

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

"Government" shall mean the Central Government;

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

"Initial Offer" shall mean the Quoted 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 Dispatch Centre;

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

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

"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;

"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;

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

Provided that while taking major decisions, CTU shall consult CEA on technical matters and any other matter it feels necessary.

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

"Qualification Requirements" shall mean the qualification requirements as set forth in Section-2,

Clause 2.1 of this RFP;

"Quoted Transmission Charges" shall mean the quoted single annual Transmission Charges submitted online through the electronic bidding platform by the Bidder as part of its Financial Bid as per the format in Annexure – 21 of this RFP;

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

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

- a. Transmission Service Agreement (TSA),
- b. Share Purchase Agreement,
- c. Agreement(s) required, if any, under Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time and
- d. 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 / Companies Act, 2013 (as the case may be) or under the provisions of any other applicable governing law;

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

"Successful Bidder" or "Selected Bidder" shall mean the Bidder selected pursuant to this RFP to acquire one hundred percent (100%) equity shares of SPV [which is under incorporation], along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and transfer basis as per the terms of the Transmission Service Agreement 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 1.6.2.1.1 of this RFP;

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

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

"Transmission Charges" shall mean the Final Offer quoted by Selected Bidder and adopted by the Commission, and as computed in terms of the provisions of Schedule 4 of the TSA, payable to the ISTS Licensee by the Designated ISTS Customers, and collected / disbursed by the CTU, as per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time;

"Transmission License" shall mean the license granted by the Commission in terms of the relevant regulations for grant of such license issued under the Electricity Act, 2003;

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

"Transmission Service Provider" or "TSP" shall mean SPV [which is under incorporation] which has executed the Transmission Service Agreement and which shall be acquired by the Selected Bidder;

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



SECTION – 1 INTRODUCTION



SECTION 1

1. INTRODUCTION

1.1 The Government of India, Ministry of Power, vide its gazette notification no CG-DL-E-15032024-253080 dated March 15, 2024 has notified PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Inter-State transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka" 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 Karnataka. The TSP will make the Project available against payment of Transmission Charges, as adopted by the Commission, payable to the TSP, as per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time.

1.2 The TSP will be required to establish the following Inter State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka" (hereinafter referred to as 'Project') on build, own, operate and transfer basis, and to provide transmission service.

	Transmission Scheme for integration of Bijapur REZ in Karnataka		
S No.	Name of Transmission Element	Scheduled COD in months from Effective Date	
1.	Establishment of 400/220 kV, 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka	24 Months	
	 400/220 kV, 500 MVA, ICTs – 5 nos. 		
	 400 kV ICT bays – 5 nos. 		
	 220 kV ICT bays – 5 nos. 		
	 400 kV line bays – 2 nos. (at Bijapur PS for termination of Bijapur PS – Raichur New line)) 		
	 220 kV line bays – 10 nos. 		
	 220 kV Sectionalizer : 1 sets 		
	 220 kV Bus Coupler (BC) Bay – 2 nos. 		
	 220 kV Transfer Bus Coupler (TBC) Bay – 2 nos. 		
	Future Space Provisions:		
	 400/220kV, 500 MVA, ICTs – 5 nos. 		
	 400kV ICT bays – 5 nos. 		
	 220kV ICT bays – 5 nos. 		
	 400kV line bays – 6 nos. (with provision for SLR) 		
	 220kV line bays – 14 nos. 		
	 220kV Sectionalizer : 2 sets 		
	 220 kV Bus Coupler (BC) Bay – 2 nos. 		
	 220 kV Transfer Bus Coupler (TBC) Bay – 2 nos 		
2.	Bijapur PS – Raichur New 400kV (Quad ACSR moose) D/c line		





	• 400 kV line bays – 2 nos. (at Raichur New)	
3.	2x125MVAr 420kV bus reactors at Bijapur PS	
	 420 kV, 125 MVAr bus reactors – 2 nos. 	
	 420 kV, 125 MVAr bus reactor bays – 2 nos. 	

Note:

POWERGRID shall provide space for 2 nos. of 400 kV line bays at Raichur New for termination of Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/c line.

1.3 Project Description

Govt. of India has set a target of 500 GW generation capacity from non-fossil fuel resources by 2030. In this direction, MNRE has identified addition of 181.5 GW RE Potential in the States of Andhra Pradesh, Telangana, Karnataka, Rajasthan, Madhya Pradesh and Tamil Nadu (Offshore). Out of the identified 181.5 GW Potential, 86 GW RE Potential is identified in the State of Andhra Pradesh, Telangana, Karnataka and Tamil Nadu (Offshore) in Southern Region.

Out of the identified (86 GW) RE Potential in Southern Region, 17 GW has been identified in the State of Karnataka. MNRE has indicated that out of the 17 GW RE potential in Karnataka, transmission system for evacuation capacity of about 11 GW may be identified considering the Energy Storage System. A comprehensive transmission system has been identified for immediate integration and evacuation of the above potential.

Out of the 17 GW identified REZs in Karnataka, the Transmission System for Bijapur in Karnataka shall cater to 2 GW of RE potential in Bijapur area of Karnataka.

Bijapur REZ is being integrated with existing Raichur New through Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line. Presently connectivity of about 1450 MW has been received / granted / agreed for grant at Bijapur PS.

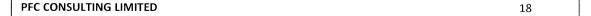
The transmission scheme was discussed in the 25th CMETS-SR held on 28.11.2023. The scheme was discussed and agreed in the Joint Study meeting held on 21-22nd December 2023 at Yelahanka, Bengaluru. The scheme was also discussed in the 49th SRPC meeting held on 08.12.2023.

The National Committee on Transmission in its 18th meeting held on 05.03.2024 has recommended the implementation of the subject transmission scheme through TBCB route.

Ministry of Power vide Gazette notification dated 15.03.2024 has appointed PFC Consulting Limited as BPC for bidding of the subject scheme through TBCB route.

1.4 Transmission Grid Map

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





1.5 The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of SPV [which is under incorporation] 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 SPV [which is under incorporation], of which one hundred percent (100%) equity shares will be acquired by the Selected Bidder, shall be responsible as the TSP, for ensuring that it undertakes ownership, financing, development, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project, and to provide Transmission Service as per the terms of the RFP Project Documents.

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

1.6 Brief Scope of Work

1.6.1 Scope of Transmission Service Provider

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

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

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

- 1.6.1.2 The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Transmission Service Agreement and applicable Rules/ Regulations, Orders and Guidelines issued by the Central Government.
- 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 Commission, as per the provisions of the Electricity Act and regulations made thereunder.
- 1.6.1.5 The TSP shall seek approval under Section 164 of Electricity Act, from CEA after acquisition of SPV [which is under incorporation]. The approval shall be granted by CEA generally within 30 days but in no case later than 45 days from the date of receipt of application (complete in all aspects).

1.6.2 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:
 - 1. Provide to the Bidders a Survey Report for the Project at least forty five (45) days prior to the Bid Deadline. The Survey Report shall include the suggested route with approximate route length, type of terrain likely to be encountered and its likely implication in terms of Right of Way (ROW), statutory clearances, location of substations or converter stations and land area to be acquired for the substation or converter station.
 - 2. To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from the Government at least twenty (20) days prior to Bid Deadline.
 - 3. To initiate acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations, if required.
 - 4. To initiate process of seeking forest clearance, if required.
 - 5. The BPC shall intimate to the Bidders, the Acquisition Price payable by the Selected Bidder to the PFC Consulting Limited for the acquisition of one hundred percent (100%) of the equity shareholding of SPV [which is under incorporation], along with all its related assets and liabilities at least twenty (20) days prior to the Bid Deadline.
 - 6. The BPC shall ensure issuance of all finalized RFP Project Documents, at least fifteen (15) days prior to the Bid Deadline.
 - Provided that for any delay in meeting the above obligations of the BPC within the specified time period above, the Bid Deadline as per Clause 2.7.1 shall be extended on a day for day basis.
- 1.6.2.2 The details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project shall be handed over to the TSP on an as-is-where-is basis, so that it may take further actions to obtain Consents, Clearances and Permits.
- 1.7 All costs (including direct and indirect) incurred by the BPC/ project specific SPV in connection with the activities concerning the Project shall be recovered from the TSP, which shall be included in the Acquisition Price.
- 1.8 The Project is required to be completed progressively in accordance with the schedule prescribed in this RFP.
- 1.9 A company under the Companies Act, 1956/ Companies Act, 2013 by the name SPV [which is under incorporation] has been incorporated to initiate the activities for execution of the Project. The said company shall be acquired by the successful Bidder as per terms and conditions as may be prescribed in RFP.
- 1.10 The Ministry of Power and the appropriate state government(s) shall provide their support to the TSP, on best endeavor basis, in enabling the TSP to develop the Project.
- 1.11 All Bidders are required to submit their Bid in accordance with the instructions set forth in this RFP.

- 1.12 Once the Successful Bidder is selected, the details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project, shall be handed over to the Successful Bidder on as is where basis, so that it may take further actions to obtain all necessary Consents, Clearances and Permits and the TSP shall not be entitled for any extensions in the Scheduled COD of the Project except as provided for in the TSA.
- 1.13 The assets of the Project shall be made available on a commercial basis as per the terms and conditions of the Transmission Service Agreement and Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time.



SECTION - 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION - 2

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1 Qualification Requirements

2.1.1 The Bidder should be a company duly incorporated under the relevant laws (Bidding Company) or a Consortium of companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium. The Bidder shall be selected on meeting the Qualification Requirements specified in Section 2 of this RFP, as demonstrated by the Bidder's Technical Bid and the lowest Quoted Transmission Charges discovered from Final Offers quoted during the ereverse 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 agrees and undertake to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard, 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, as amended from time to time, have issued directions regarding public procurement from a bidder of a country, which shares land border with India are also applicable.

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

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

(i) Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs. 600 Crore (Rupees Six Hundred 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. 120 Crore (Rupees One Hundred Twenty 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 Bid Deadline shall be considered. The capital expenditure discussed above shall be as capitalized and reflected in the audited books of accounts of the Technically Evaluated Entity. In case a clearly identifiable part of a project has been put into commercial operation, the capital expenditure on such part of the project shall be considered. The Technically Evaluated Entity must have either executed such projects itself or must have held directly or indirectly at least twenty six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of commissioning/completion of such project(s).

OR

(ii) Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than Rs. 600 Crore (Rupees Six Hundred Crore Only) or equivalent USD (calculated as per provisions in Clause 3.4.1) from its client(s) for construction works fully completed during the last 5(five) financial years. However, the payment received from each project shall not be less than Rs. 120 Crore (Rupees One Hundred Twenty Crore Only) or equivalent USD (calculated as per provisions in Clause 3.4.1).

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

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

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

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

2.1.3.1 The Bidder must fulfill following financial requirements:

A. Networth:

Networth should be not less than **Rs. 250 Crore (Rupees Two Hundred Fifty Crore 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. Also, the Networth of any of the last three (3) financial years should not be negative.

Note: Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Technical Bid. Bidders shall furnish prescribed Annexure 7(A) duly certified by authorized signatory of the Bidder who has been issued Power of Attorney and the Statutory Auditor and separate computation sheet for Networth duly certified by Statutory Auditor in support of their financial capability as defined in Clause 2.1.3 of this RFP.

2.1.3.2 The Net worth shall be computed in the following manner by the Bidder:

A. Networth

=

Equity share capital

Add:

Reserves

Subtract:

Revaluation Reserves

Subtract:

Intangible Assets

Subtract:

Miscellaneous expenditures to the extent not written off

and carry forward losses

- 2.1.3.3 If the Technical Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them for investment in the Project.
- 2.1.4 The Bidder may seek qualification on the basis of technical and financial capability of its Parent and/ or its Affiliate(s) for the purpose of meeting the Qualification Requirements. However, in the case of the Bidder being a Consortium, the Lead Member has to meet the technical requirement on its own or by seeking the technical capability of its Parent and/or its Affiliate(s). Authorization for use of such technical or financial capability shall have to be provided from its Parent and/or Affiliate(s) as per Annexure 9. The technical and financial capability of a particular company/ particular project, including its Parents and/or Affiliates, shall not be used directly or indirectly by more than one Bidder/ Member of a Bidding Consortium/ Bidding Company. However, development and construction experience of a particular project may be used by more than one company.

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

If the Technically Evaluated Entity and/or Financially Evaluated Entity is an entity other than the Bidding Company or a Member in a Bidding Consortium, the Bidding Company or Member relying on such Technically Evaluated Entity and/or Financially Evaluated Entity will have to submit a legally binding undertaking supported by a board resolution from the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, and in the event of any default the same shall be met by such evaluated entity or by or the Ultimate Parent Company. The Bidding Company or the Consortium Member shall have to provide information and documents relating to its relationship with such Technically Evaluated Entity and/or Financially Evaluated Entity including details about the equity shareholding between them as per Annexure 7(C).

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

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

- 2.1.7 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till execution of the Transmission Service Agreement. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the execution of the Transmission Service Agreement. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.
- 2.1.8 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project. Failure to comply with the aforesaid provisions shall be dealt as per provisions of Transmission Service Agreement.
- 2.1.9 On the Bid Deadline, for the Bidder to be eligible to participate in the bidding process:
 - a. the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors or key personnel should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies; or
 - b. the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate or their directors should not have been convicted of any offence in India or abroad.

In case any investigation is pending against the Bidder, including any Consortium Member or Affiliate, or CEO or any of the directors/ manager/key managerial personnel of the Bidder /Consortium/Member or their Affiliates, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed while submitting the Bid.

The Bidders shall confirm the above though a notarized affidavit as per Annexure 22.

2.2 Submission of Bid by the Bidder

- 2.2.1 The information and documents in Technical Bid will be submitted by the Bidder as per the formats specified in Section 4 (Formats for RFP) of this document.
- 2.2.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Technical Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of Bidder.

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

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

2.2.4 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 upto one (1) year from the Commercial Operation Date (COD) of the Project. Each Member in Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In absence of Consortium Agreement, the Technical Bid will not be considered for evaluation and will be rejected.

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

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

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

- 2.2.4.2 The Lead Member should designate at the most two persons to represent the Consortium in its dealings with the BPC. The person(s) designated by the Lead Member should be authorized through a Power of Attorney (as per Annexure 3) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Technical Bid on behalf of the Consortium, etc. The Bidding Consortium shall provide board resolutions from their respective Boards for committing their respective portion of equity requirement for the Project. Additionally, the Lead member shall provide a Board resolution committing to make good any shortfall in the equity for the project, in case of any member not meeting its equity commitment.
- 2.2.4.3 The Technical Bid should also contain signed Letter of Consent (as per Annexure 2) from each Member in Consortium confirming that the entire Technical and Financial Bids has been reviewed and each element of the Technical and Financial Bids is agreed to by them including investment commitment for the Project.

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

2.2.5 <u>Bid submitted by a Bidding Company</u>

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

2.3 Clarifications & Pre-Bid Meeting

- 2.3.1 The Bidders may seek clarifications or suggest amendments to the RFP by sending an email to the BPC at the email id indicated in Clause 2.14 within the date and time mentioned in Clause 2.7.2. For any such clarifications or amendments, the Bidders should adhere to the format as per **Annexure 19**.
- 2.3.2 Only those Bidders or their authorized representatives, who have purchased the RFP documents, are invited to attend the pre-bid meeting(s), which will take place on date as specified in Clause 2.7.2, or any such other date as notified by the BPC. The time and address of this would be intimated later.
- 2.3.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders as per the provisions of Clause 2.3.1.
- 2.3.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 2.3.5 The BPC is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.
- 2.3.6 In case Bidders need any further clarifications not involving any amendments in respect of final RFP, they should ensure that request for such clarification is submitted through e-mail to the BPC at least ten (10) days prior to the Bid Deadline as mentioned in Clause 2.7.1. The BPC may issue clarifications only, as per its sole discretion, which is considered reasonable by it. Any such clarification issued shall be sent to all the Bidders to whom the RFP has been issued. Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received. There shall be no extension in Bid Deadline on account of clarifications sought as per this clause 2.3.6.

2.4 Amendment of RFP

- 2.4.1 At any time before the timeline mentioned in Clause 2.7.1, the BPC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder modify or amend the RFP, including the timelines specified in Clause 2.7.2 by issuance of addendum/modification/errata and/or revised document. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to whom the RFP has been issued and shall be binding on them. In order to ensure that Bidders have reasonable time to take the modification into account in preparing their Bid, or for any other reasons, BPC may at its discretion, extend the due date for submission of Bid. Late receipt of any addendum/modification/errata and/or revised document will not relieve the Bidder from being bound by that modification.
- 2.4.2 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 Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. There shall be no physical submission of the Financial Bid.

Evaluation of Technical Bid will be carried out considering the information and documents furnished by the Bidders as required under this RFP. This step would involve responsiveness check, technical and financial evaluation of the details/ documents furnished by the Bidding Company / Bidding Consortium in support of meeting the Qualification Requirements. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause 3.2 to 3.4 shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer. The BPC shall also upload the list of all Qualified Bidders and Non-Qualified Bidders on the bidding portal along with the reasons for non-qualification. Also, the Financial Bids of Qualified Bidders shall be opened after at least 24 hours from the date of declaration of the Technically Qualified Bidders.

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

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

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

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

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

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

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

In case of any technical clarification regarding access to the electronic reverse auction platform or conduct of the auction process, the Bidders may contact MSTC directly at the address provided in **Annexure-A.**

2.5.1 Bid Formats

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

2.5.2 Technical Bid comprising of:

- 1. Covering Letter (as per prescribed format enclosed as **Annexure 1**);
- 2. Letter of Consent from Consortium Members in Annexure 2;
- 3. Power of attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid, in the format attached hereto as **Annexure 3**.

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

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

- 4. Bidder's composition and ownership structure in **Annexure 5**
- 5. Format for Authorization submitted in Non-Judicial stamp paper duly notarized as per **Annexure 5** from the Bidding Company / each Member of the Consortium authorizing the BPC to seek reference from their respective bankers & others.
- 6. In case of Bidding Consortium, the Consortium Agreement shall be provided in as per format attached hereto as **Annexure 6**
- 7. Format of Qualification Requirement (Annexures 7A, 7B, 7C and 7D)
- 8. Bidders Undertakings and details of equity investment in Project (as per prescribed formats 1 and 2 of **Annexure 8**);

- 9. Authorization from Parent / Affiliate of Bidding Company / Member of Bidding Consortium whose technical / financial capability has been used by the Bidding Company / Member of Bidding Consortium (Annexure 9).
- 10. Undertaking from the Technically / Financially Evaluated Entity(ies) **OR** Undertaking from the Ultimate Parent Company, for total equity investment commitment, in the prescribed format in **Annexure 10**, to meet any shortfall in the equity investment by the Selected Bidder in the **SPV** [which is under incorporation].

Note: The effective Equity holding of the Selected Bidder in the **SPV** [which is under incorporation], as specified in Clause 2.5.8.1 shall be computed as per the provisions of Clause 2.5.8.3 of this RFP.

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

- 11. Board resolutions, as per prescribed formats enclosed as **Annexure 11**, duly certified by the Company Secretary or any Whole-time Director / Manager (supported by a specific Board Resolution), as applicable to the Bidder and mentioned hereunder,
 - (a) Board resolution from the Bidding Company (and any investing Affiliate / Parent Company / Ultimate Parent Company) committing one hundred percent (100%) in aggregate of the equity requirement for the Project Format-1 of **Annexure 11**;
 - (b) Board resolutions from each of the Consortium Member of the Bidding Consortium (and any investing Affiliate / Parent Company / Ultimate Parent Company) together committing to one hundred percent (100%) in aggregate of equity requirement for the Project, in case Bidder is a Bidding Consortium Format-1 of Annexure 11;
 - (c) In either of the cases as in (a) or (b) above as applicable, Board resolutions as per Format 2 of **Annexure 11** for total equity investment commitment from the Technically / Financially Evaluated Entity(ies) whose technical / financial credentials had been considered for the purpose of meeting Qualification Requirements as per the RFP

OR

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

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

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

- 12. Format for Illustration of Affiliates at the most seven (7) days prior to Bid Deadline, duly certified by Company Secretary and supported by documentary evidence (Annexure 12).
 - Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC etc. submitted as documentary evidence along with **Annexure 12.**
- 13. Disclosure as per **Annexure 13** regarding participation of any related companies in this bidding process.
- 14. Bid Bond, as per the prescribed format at Annexure 14.
- 15. Checklist for Technical Bid submission requirements as per Annexure 16.
- 16. Last three (3) financial years' unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity.
- 17. Unconsolidated audited annual accounts of both the TEE and the Bidding Company/Lead member, as applicable, for the financial years in which financial closure was achieved and the financial year in which the said project was completed / commissioned.
- 18. Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the Company Secretary of Bidding Company or each Member in case of a Consortium including Lead Member.
- 19. For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by authorized signatory.

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

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

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

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

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

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

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

- a. The Bidders shall quote single annual Quoted Transmission Charges for a period of 35 years commencing from the Scheduled COD of the Project.
- b. The Quoted Transmission Charges as per the format at Annexure-21 shall be inclusive of all charges and no exclusions shall be allowed. The Bidders shall take into account all costs including capital and operating, statutory taxes, duties, levies. Availability of the inputs necessary for operation and maintenance of the Project should be ensured by the TSP at the Project site and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the Project site must be included in the Quoted Transmission Charges.
- c. **Annexure 21** duly digitally signed by authorized signatory.
- 2.5.4 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

2.5.5 Transmission Charges

- 2.5.5.1 The Transmission Charges shall be specified in the Transmission Service Agreement and shall be payable to the TSP in Indian Rupees only. The Bidders shall quote single Transmission Charges as per the format at **Annexure 21**.
- 2.5.5.2 The Transmission Charges of the Selected Bidder shall be inserted in Schedule 5 of the Transmission Service Agreement.

2.5.6 Bidders may note that:

- a) All the information and documents in Bid shall be submitted in English language only.
- b) Bidders shall mention the name, designation, telephone number, fax number, email address of the authorized signatory and complete address of the Bidder in the covering letter.
- c) All pages of the Bid submitted shall be initialed and stamped by the authorized signatory on behalf of the Bidder.
- d) A Bidder shall submit only one Bid in the same bidding process, either individually as Bidding Company or as a Member of a Bidding Consortium.
- e) The technical and financial capability of a particular company / particular project (Parent and/or Affiliate) shall not be used directly or indirectly by more than one Bidder/ Member of a Bidding Consortium including Lead Member / Bidding Company.
- f) This Request for Proposal (RFP) document is not transferable. The RFP document and the information contained therein is for the use only by the Bidder to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the

recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project, this RFP document must be kept confidential.

- g) Though adequate care has been taken while preparing this RFP document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to the BPC immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of RFP document, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
- h) Bids submitted by the Bidder and opened on scheduled date and time as stipulated in this RFP shall become the property of the BPC and BPC shall have no obligation to return the same to the Bidder.
- i) If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the BPC reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in Transmission Service Agreement shall apply.
- j) If for any reason the Bid of the Bidder with the lowest Quoted Transmission Charges is not selected or Letter of Intent issued to such Selected Bidder is cancelled or such Bidder withdraws its Bids, the BPC may:
 - i. Invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the Bidder with the lowest Quoted Transmission Charges (the "second round of bidding") with following cases:
 - If in the second round of bidding, only one Bidder matches the Bid of the Bidder with lowest Quoted Transmission Charges, it shall be the Selected Bidder.
 - If two or more Bidders match the Bid of the Bidder with the lowest Quoted Transmission Charges in the second round of bidding, then the Bidder whose Quoted Transmission Charges was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the Bid of the Bidder with lowest Quoted Transmission Charges in the second round of bidding, the said third lowest Bidder shall be the Successful Bidder.
 - In the event that no Bidder offers to match the Bid of the Bidder with the lowest Quoted Transmission Charges in the second round of bidding, the BPC may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Bidder which quoted the lowest Quoted Transmission Charges in the first round of bidding. In case the Bidders are invited for the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Quoted Transmission Charges of the second lowest Bidder in the first round of bidding; or;
 - ii. Annul the bid process; or
 - iii. Take any such measure as may be deemed fit in the sole discretion of the BPC¹

¹ BPC shall record reasons for the same.

- 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.
- I) Non submission and/or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of BPC of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- m) Bidders shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits.
- n) All Bidders are required to ensure compliance with the standards and codes mentioned in Clause 1.6.1.2.
- o) BPC reserves the right to reject all Bids and/or annul the process of tariff based competitive bidding for selection of Bidder as TSP to execute the Project without assigning any reason. BPC shall not bear any liability, whatsoever, in this regard.
- p) Foreign companies submitting the Bid are required to follow the applicable law in their country for execution of POA, Consortium Agreement and affixation of Common Seal (wherever required) and in such cases, their Bid should be supported by an unqualified opinion issued by an independent legal counsel practicing in the relevant country, stating that execution of such POA, Consortium Agreement and the authorizations granted therein are true and valid. Foreign companies executing POA outside India shall necessarily pay the adequate stamp charges in India as per the provisions of Stamp Act.

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 SPV [which is under incorporation], the TSP shall not be relieved from any of its obligations under the RFP Project Documents nor shall the TSP be entitled to any extension in Scheduled COD mentioned in this RFP or financial compensation for any reason whatsoever.
- 2.5.7.2. In their own interest, the Bidders are requested to familiarize themselves with all relevant laws of India, including without limitation, the Electricity Act 2003, the Income Tax Act 1961, the Companies Act, 1956 / Companies Act, 2013 (as the case may be), Environment Protection Act 1986 and Forest (Conservation) Act, 1980, the Customs Act, the Foreign Exchange Management Act, Land Acquisition Act, 1894, the Indian Telegraph Act 1885, Labour & Employment Laws of India, [Insurance Act] the regulations/standards framed by the Commissions and CEA, all other related acts, laws, rules and regulations prevalent in India, as amended from time to time.

In addition to the above, the Bidders are required to familiarize themselves with all relevant

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

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

- 2.5.7.3. The Survey Report has been prepared in good faith, and on best endeavor basis. Neither BPC & Nodal Agency nor their employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of such Survey Report, even if any loss or damage is caused to the Bidders by any act or omission on their part.
- 2.5.7.4. Bidders shall make best efforts and carry out its own due diligence upon survey report provided by BPC and shall consider all possible techno-commercial factors before submission of Bid. Bidders may also visit the route of the Transmission Lines associated with the Project and the surrounding areas and obtain / verify all information which they deem fit and necessary for the preparation of their Bid. Bidders may also carry out required surveys and field investigation for submission of their Bid. Bidders may also opt for any other route and is not bound to follow the route suggested in survey report provided by BPC.
- 2.5.7.5. Failure to investigate, examine and to inspect site or subsurface conditions fully shall not be grounds for a Bidder to alter its Bid after the Bid Deadline nor shall it relieve a Bidder from any responsibility for appropriately eliminating the difficulty or costs of successfully completing the Project.
- 2.5.7.6. The Selected Bidder shall obtain all necessary Consents, Clearances and Permits as required. The Bidders shall familiarize itself with the procedures and time frame required to obtain such Consents, Clearances and Permits.
- 2.5.7.7. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch instructions/codes, etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in the country. Information regarding grid parameters such as voltage and frequency is available on the websites of Regional / State Load Dispatch 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 **SPV [which is under incorporation]** shall not be less than Fifty one percent (51%) up to a period of (1) one year after COD of the Project;

- (b) In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in (a) above.
- (c) If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then subject to the second proviso of this Clause 2.5.8.1 (c), such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in SPV [which is under incorporation] 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 **SPV** [which is under incorporation] shall not be less than fifty one percent (51%) up to a period of one (1) year after COD of the Project and the lead Member of the Consortium shall have the equity share holding not less than twenty six percent (26%). In case the Selected Bidder is a Bidding Consortium, then any Member (other than the Lead Member) of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in (a) above.

- (d) All transfer(s) of shareholding of **SPV** [which is under incorporation] by any of the entities referred to above, shall be after prior written intimation to the Nodal Agency.
- 2.5.8.2 The Selected Bidder may invest in the equity share capital of SPV [which is under incorporation] 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 SPV [which is under incorporation] 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 **SPV [which is under incorporation]** then holding of Selected Bidder A in **SPV [which is under incorporation]** 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 **SPV** [which is under incorporation], then for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in **SPV** [which is under incorporation] shall be fifteen percent (15%), (i.e., 30%* 50%);

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

2.6 Project Schedule

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

S. No.	Name of the Transmission Element	Scheduled COD as per Gazette Notification	% of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Projec	commercial operation (COD of the respective Element
1.	Establishment of 400/220 kV 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka		100	Element at SI. No. 2 and 3
2.	Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line	24 months		Element at SI. No. 1 and 3
3.	2x125MVAr 420 kV bus reactors at Bijapur PS			Element at Sl. No. 1 and 2

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.

2.7 Due dates

- 2.7.1 The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e. on or before **15:00 hours (IST) on August 05, 2024**. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of Lol.
- 2.7.2 Important timelines are mentioned below:

Date	Event
01-06-2024	Issuance of RFP
21-06-2024	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.

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Date	Event
28-06-2024	Pre-Bid meeting(s)
09-07-2024	Issue of written clarifications and revised RFP documents
19-07-2024	Issue of final RFP Project Documents
05-08-2024	Submission of Bid (Online submission of Bid through electronic bidding portal)
05-08-2024	Opening of Technical Bid
13-08-2024	Shortlisting and announcement of Qualified Bidders on bidding portal
14-08-2024	Opening of Financial Bid - Initial Offer
16-08-2024	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.
19-08-2024	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer
27-08-2024	Selection of Successful Bidder and issue of LOI
06-09-2024	Signing of RFP Project Documents and transfer of SPV [which is under incorporation]

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

2.8 Validity of the Bid

- 2.8.1 The Bid shall remain valid for a period of one hundred and eighty (180) days from the Bid Deadline. The BPC reserves the right to reject any Bid which does not meet aforementioned validity requirement.
- 2.8.2 The BPC may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response, thereafter, shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the BPC, the BPC shall not be entitled to invoke the Bid Bond. A Bidder accepting the BPC's request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the BPC within seven (7) days of such request, failing which the Bid shall not be considered as valid.

2.9 Method of Submission

- 2.9.1 Both the Technical and Financial Bids duly filled in, all formats and supporting shall be scanned and uploaded online through electronic bidding platform in the manner specified in **Annexure A.**
- 2.9.2 It may be noted that Technical Bid shall not contain any information/document relating to Financial Bid. If Technical Bid contains any such information/documents, the BPC shall not be responsible for premature opening of the Financial Bid.



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

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

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

2.10 Preparation cost

- 2.10.1 The Bidders shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending pre-bid meetings, and finalization and execution of the RFP Project Documents (other than the TSA), etc. BPC shall not be responsible in any way for such costs, regardless of the conduct or outcome of the process of tariff based competitive bidding for selection of Bidder as TSP as per Bidding Guidelines.
- 2.10.2 The cost of this RFP is **Rupees Five Lakh (Rs.5,00,000/-) or U.S. Dollar Seven Thousand Only (US\$7,000 /-) plus GST** as per applicable rate, which shall be non-refundable. This amount shall be paid via electronic transfer to the following Bank Account:

Bank Account Name : PFC Consulting Limited

Account No. : 000705036117
Bank Name : ICICI Bank
IFSC : ICIC0000007

Branch : Connaught Place, New Delhi-110001

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

2.11 Bid Bond

- 2.11.1. Each Bidder shall submit the Bid accompanied by Bid Bond issued by any of the Banks listed in Annexure-17. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.
- 2.11.2. Subject to the provisions of Clause 2.15.5, the Bid Bond may be invoked by the BPC or its authorized representative, without any notice, demure, or any other legal process upon occurrence of any of the following:
 - Bidder withdraws during the period of Bid Validity as specified in this RFP or as extended by mutual consent of the respective Bidder(s) and the BPC

- Failure to execute the Share Purchase Agreement as per the provisions of Clause 2.15.2;
- Failure to furnish the Contract Performance Guarantee as per Clause 2.12; or
- Failure to acquire one hundred percent (100%) equity shares of SPV [which is under incorporation], along with all its related assets and liabilities, in accordance with the provisions of Clause 2.15.2; or
- Failure to comply with the provisions of Clause 2.15.5 and Clause 2.15.6, leading to annulment of the award of the Project.
- Bidders submitting any wrong information or making any misrepresentation in their Bid as mentioned in Clause 2.5.6.

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

- 2.11.3. The Bid Bond of the Selected Bidder shall be returned on submission of the Contract Performance Guarantee as per Clause 2.12 and the relevant provisions of the Transmission Service Agreement.
- 2.11.4. The Bid Bond of all the Bidders, whose Bids are declared non-responsive, shall be returned within a period of thirty (30) days after the date on which the Financial Bids are opened.
- 2.11.5. The Bid Bond of all unsuccessful Bidders shall be returned and released by the BPC on the same day on which the SPV [which is under incorporation] is transferred to the Selected Bidder. The Bid Bond of the Successful Bidder shall be returned on submission of Contract Performance Guarantee as per Clause 2.12 of this RFP and the provisions of the Transmission Service Agreement.

2.12 Contract Performance Guarantee

Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Nodal Agency the Contract Performance Guarantee for an amount of **Rs. 30 Crore (Rupees Thirty Crore Only)**. The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.

In case the Selected Bidder is unable to obtain the Contract Performance Guarantee for the total amount from any one bank specified in **Annexure-17**, the Selected Bidder may obtain the same from not more than three (3) banks specified in Annexure-17.

2.13 Opening of Bids

Technical Bid will be opened by the Bid Opening Committee as per the following time schedule and in the office of Central Electricity Authority, in the online presence of Bidders' representatives who wish to attend:

Opening of Envelope (Technical Bid): **15:30 hours (IST) on August 05, 2024** or such other dates as may be intimated by BPC to the Bidders.

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

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at **15:00 hours (IST) on August 14, 2024** in the office of CEA.

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

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

Information to be provided after opening of Initial Offer:

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

2.14 Enquiries

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

General Manager PFC Consulting Limited

9th Floor, Wing-A, Statesman House, Connaught Place, New Delhi - 110001 Tel. + 91 11 23443996

Fax + 91 11 23443990

Email: pfccl.itp@pfcindia.com

2.15 Other Aspects

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

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

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

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

Note: Kindly check 2.15.2. (b) point from SBDs

- 2.15.2 Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall:
 - a) Provide the Contract Performance Guarantee in favour of the Nodal Agency as per the provisions of Clause 2.12;

- b) Execute the Share Purchase Agreement and the Transmission Service Agreement;
- c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of SPV [which is under incorporation] from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding of SPV [which is under incorporation], along with all its related assets and liabilities;

Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of **SPV** [which is under incorporation], along with all its related assets and liabilities, shall also be borne by the Selected Bidder.

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

- 2.15.3 After the date of acquisition of the equity shareholding of **SPV [which is under incorporation]**, 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 Nodal Agency,
 - ii. all rights and obligations of SPV [which is under incorporation], shall be of the TSP,
 - iii. any decisions taken by the BPC prior to the Effective Date shall continue to be binding on the Nodal Agency and
 - iv. contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP.
 - v. Further, the TSP shall execute the Agreement(s) required, if any, under Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time.
- 2.15.4 Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section 63 of The Electricity Act 2003.
- 2.15.5 If the Selected Bidder / TSP fails or refuses to comply with any of its obligations under Clauses 2.15.2, 2.15.3 and 2.15.4, and provided that the other parties are willing to execute the Share Purchase Agreement and PFC Consulting Limited is willing to sell the entire equity shareholding of SPV [which is under incorporation], 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 Commission, it will constitute sufficient grounds for annulment of award of the Project.
- 2.15.7 The annulment of award, as provided in Clauses 2.15.5 and 2.15.6 of this RFP, will be done by the 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.

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

2.16 Confidentiality

- 2.16.1 The parties undertake to hold in confidence this RFP and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
 - a) to their professional advisors;
 - b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
 - c) disclosures required under Law, without the prior written consent of the other parties of the concerned agreements.

Provided that the TSP agrees and acknowledges that the Nodal Agency 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 Lol Notwithstanding anything to the contrary contained herein, or in the Lol, the BPC shall reject a Bid, withdraw the Lol, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the BPC shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the BPC hereunder or otherwise.
- 2.19.2. Without prejudice to the rights of the BPC under Clause 2.19.1 hereinabove and the rights and remedies which the BPC may have under the LoI, if a Bidder is found by the BPC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of the LoI, such Bidder & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such Bidder is found by the BPC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- 2.19.3. For the purposes of this Clause 2.19, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the Lol or has dealt with matters concerning the Transmission Service Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the Transmission Service Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Transmission Service Agreement, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;
 - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;
 - c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;
 - d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and
 - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process.



SECTION - 3

EVALUATION OF THE TECHNICAL AND FINANCIAL BID

SECTION 3

3. EVALUATION OF BID

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

Step I – Responsiveness check

Step II- Compliance with submission requirements

Step III- Evaluation of Technical Bids

Step IV— Evaluation of Financial Bids

Step V - Bidder Selection

3.2. STEP I – Responsiveness check

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

- a) Technical Bid that are incomplete.
- b) Technical Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP.
- c) All pages of the Technical Bid submitted but not initialed by the authorized signatories on behalf of the Bidder.
- d) Technical Bid not including the covering letter as per **Annexure 1**.
- e) Technical Bid submitted by a Bidding Consortium not including the Consortium Agreement.
- f) Technical Bid contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
- g) Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium.
- h) More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- i) Information not submitted in formats specified in the RFP.
- j) Applicable Board resolutions, or any other document, as provided in Clause 2.5.2, not being submitted;
- k) Bid not accompanied by a valid Bid Bond;
- 1) Non submission of power of attorney, supported by a Board resolution;
- m) Bid validity being less than that required as per Clause 2.8 of this RFP;
- n) Bid not containing Format-1 (Bidders' Undertakings) of Annexure-8;

- o) Bidder having Conflict of Interest
- p) The Bidder has not submitted a disclosure as per Annexure 13.
- q) Bidders delaying in submission of additional information or clarifications sought by the BPC.
- r) If the Bidder makes any misrepresentation as specified in Clause 3.7.
- s) Bid being conditional in nature.

3.3. STEP II - Compliance with submission requirements

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

3.4. STEP III -Evaluation of Technical Bid

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

3.4.1. Interpolation of financial data.

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

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

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

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

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

- 3.4.2. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clauses 3.2 to 3.4 shall be declared as Qualified Bidders and eligible for opening of Initial Offer.
- 3.4.3. The BPC shall upload the list of all Qualified Bidders and Non-Qualified Bidders on the bidding

portal along with the reasons for non-qualification.

3.5. STEP IV - Evaluation of Financial Bids

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

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

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

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

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

- 3.5.2. The Financial Bids comprising of both Initial Offer and Final Offer submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.5.3 of this RFP. Any Bid not meeting any of the requirements as per Clause 2.5.3 of this RFP may cause the Bid to be considered "Non-responsive", at the sole decision of the BPC. Financial Bid not in conformity with the requirement of SI. No. (c) of Clause 2.5.3 of this RFP shall be rejected.
- 3.5.3 The Bidders shall quote the single annual Quoted Transmission Charges as specified in the format at Annexure 21.

3.6. STEP V - Bidder Selection

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

However, if no bid is received during the e-reverse bidding stage then the Bidder with lowest quoted initial transmission charges ("Initial Offer") during e-bidding stage shall be declared as the Successful Bidder, subject to verification of the original hard copies of Annexure 3, Annexure 4 (if applicable),

Annexure 6 (if applicable) and Annexure 14. The Letter of Intent shall be issued to such Successful Bidder in two (2) copies.

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

- 3.6.2. The Selected Bidder shall unconditionally accept the LoI, and record on one (1) copy of the LoI, "Accepted unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to the BPC within seven (7) days of issue of LoI.
- 3.6.3. If the Successful Bidder, to whom the Letter of Intent has been issued, does not fulfill any of the conditions specified in Clauses 2.15.2, 2.15.3 and Clause 2.15.4, then subject to Clause 2.15.5, the BPC reserves the right to annul the award of the Project and cancel the Letter of Intent. Further, in such a case, the provisions of Clause 2.5.6 (j) shall apply.
- 3.6.4. The BPC, in its own discretion, has the right to reject all Bids if the Quoted Transmission Charges are not aligned to the prevailing prices.

3.7. Misrepresentation by the Bidder

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

3.8. Disposition of Technical Bid

- 3.8.1. Technical Bid found to be non-responsive as per Clause **3.2**, due to any of the following conditions, shall be liable for rejection.
 - Technical Bid that is incomplete.
 - Technical Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP.
 - All pages of the Technical Bid submitted but not initialed by the authorized signatories on behalf of the Bidder.
 - Technical Bid not including the covering letter as per Annexure 1.
 - Technical Bid contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.
 - Information not submitted in formats specified in the RFP.
 - The Bidder has not submitted a disclosure as per Annexure 13.
 - Bidders delaying in submission of additional information or clarifications sought by the BPC.
- 3.8.2. Technical Bid found to be non-responsive as per Clause **3.2**, due to any of the following conditions, shall be rejected.
 - Technical Bid not received by the scheduled date and time.
 - Technical Bid submitted by a Bidding Consortium not including the Consortium Agreement.

- Bidder submitting or participating in more than one response either as a Bidding Company or as a Member of Bidding Consortium.
- More than one Member of the Bidding Consortium or a Bidding Company using the credentials of the same Parent/Affiliate.
- Technical Bid having Conflict of Interest.
- If the Bidder makes any misrepresentation as specified in Clause 3.7.
- 3.9. BPC reserves the right to interpret the Bid in accordance with the provisions of this RFP document and make its own judgment regarding the interpretation of the same. In this regard, BPC shall have no liability towards any Bidder and no Bidder shall have any recourse to BPC with respect to the qualification process.

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



SECTION - 4 ANNEXURES FOR BID

SECTION - 4

I. Formats for Bid

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

Technical Bid

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

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

Financial Bid

- 21. Format for Financial Bid
- II. The following formats are for the information to the Bidders to enable them to submit their Bid.
 - 11A. Illustration for Applicable Board Resolution Requirements Under Clause 2.5.2
 - 17. List of Banks
 - 18. GRID Map of the Project
 - 19. Format for clarification/amendments on the RFP/RFP Project Documents
 - 20. Formats for RFP Project Documents

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:

Trade (DPIIT) orders in this regard.

Tel. N	0.:		
Fax No	o.:		
E-mail	address:		
To,			
•	onsulting	Limited	
	_	-A, Statesman House,	
		e, New Delhi - 110001	
Dear S	Sir,		
Sub:	Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process.		
1.	Compar in detai Bid witl	uly authorized to present and act on behalf of M/s (insert name of Bidding ny / Bidding Consortium) (hereinafter called the "Bidder") and having read and examined I the Request for Proposal (RFP) document, the undersigned hereby submit our Technical and duly signed formats and Financial Bid (Initial Offer) as stipulated in RFP document for insideration.	
2.		firmed that our Bid is consistent with all the requirements of submission as stated in the cument and subsequent clarifications/amendments as per Clause 2.3 and 2.4 of RFP.	
3.	in the R	ormation submitted in our Bid is complete, is strictly as per the requirements stipulated FP document and is correct to the best of our knowledge and understanding. We would y responsible for any errors or omissions in our Bid.	
4.	System	reby agree and undertake to procure the products associated with the Transmission as per provisions of Public Procurement (Preference to Make in India) orders issued by of Power vide orders No. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector,	

We hereby also agree and undertake to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India.

as amended from time to time read with Department for Promotion of Industry and Internal

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	KIT TO Selection of blader as Transmission service Fronder	
5.	We hereby agree to comply with Ministry of Power order no. 25-11/6/2018 – PG dated 02.07.2020 as amended from time to time.	
6.	We are herewith submitting legally binding board resolution for the total equity requirement of the Project.	
7.	We hereby confirm that in accordance with Clause 2.1.4 of the RFP, we are herewith submitting legally binding undertaking supported by a board resolution from the	
	[SI. No 7 to be inserted only in case the Bidder is a Bidding Company / Lead Member of a Consortium and has sought qualification on the basis of technical and financial capability of its Affiliate(s) and/or its Parent]	
8.	We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to the Project.	
9.	We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the Transmission Service Agreement. Further, in case we emerge as Selected Bidder for the Project, we shall continue to maintain compliance with Qualification Requirements till the COD of the Project.	
10.	We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to build, own, operate and transfer the said Project and to prepare this Bid.	
11.	We hereby confirm that we shall abide unreservedly with BPC's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the BPC's decision or its right to make such decision at any time in the future.	
12.	We confirm that the Bid shall remain valid for a period of one eighty (180) days from the Bid Deadline.	
13.	The details of contact person are furnished as under: Name: Designation: Name of the Company: Address of the Bidder: Phone Nos.: Fax Nos.: E-mail address:	
14.	Bid Bond	
	We have enclosed a Bid Bond of Rupees Crores (Rs) only or US\$	

PFC CONSULTING LIMITED



	RFP for Selection of Bidder as Transmission Service Provider
	Guarantee] dated[Insert Date of the Bank Guarantee] as per your proforma (Annexure-14) from[Insert name of bank providing Bid Bond] and valid up toin terms of Clause 2.11 of the RFP.
15.	Acceptance
	We hereby unconditionally and irrevocably agree and accept that the decision made by the BPC on any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
16.	Familiarity With Relevant Indian Laws & Regulations
	We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Project Documents (other than TSA), in the event of our selection as the TSP. We further undertake and agree that all such factors as mentioned in Clause 2.5.7 of RFP have been fully examined and considered while submitting the Bid.
	nfirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and uent 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.	
Thankii	ng you,
Yours sincerely,	
(Name and Signature of the authorized signatory in whose name Power of Attorney/ Board Resolution as per Clause 2.5.2 is issued)	
Name: Designa Addres	
Date: Place:	
Compa	ny Rubber Stamp

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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 addres	s:
	ng Limited ng-A, Statesman House, ace, New Delhi - 110001
Dear Sir,	
Trans	or selection of Bidder as Transmission Service Provider to establish Inter-State mission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka' gh tariff based competitive bidding process.
understood the Transmission tariff based con particular the	rsigned Member of (Insert name of the Bidding Consortium) have read, examined and ne RFP document for the short-listing of Bidders as prospective TSP to establish Inter-State System for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through competitive bidding process. We hereby confirm our concurrence with the Bid including in a Consortium Agreement submitted by (Insert name of the Lead Member) in the RFP document.
the total equi	onfirm our commitment to participate in the said Bidding Consortium and invest % on ty requirement for the Project as per the terms of the Consortium Agreement dated solution for such investment commitment is enclosed herewith.
undertaking s Evaluated Ent be) that all the deemed to be Entity and / o the event of a	onfirm that in accordance with Clause 2.1.4 of the RFP, we are enclosing legally binding supported by a board resolution from the
	the case may be). [Insert if applicable]
total equity re by any of the (ed by the Lead Member only] We are also enclosing legally binding board resolution for the equirement of the Project in case of any breach of any of the equity investment commitment Consortium Members, in line with the provisions of the Consortium Agreement datedert 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)	

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



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

POWER OF ATTORNEY

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

Know all men by these presents, We(name and address of the registers
office of the Bidder) do hereby constitute, appoint and authorize Mr./M
(name and residential address) who is presently employed with us are
holding the position of as our attorney, to do in our name and on our behalf, a
such acts, deeds and things necessary in connection with or incidental to our Bid for selection of Bidd
as Transmission Service Provider to establish Inter-State Transmission System for "Transmission Schem
for integration of Bijapur REZ in Karnataka" 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
the BPC, and providing information / responses to the BPC, representing us in all matters before the BP
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 Agreeme
by all the parties thereto.
We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to the
Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall
always be deemed to have been done by us.
All the terms used herein but not defined shall have the meaning ascribed to such terms under the RF
For [Insert name of the Bidder on whose behalf PoA is executed]
(Signature)
Name:
Designation:
Accepted
(Signature of the Attorney)
Name:
Designation:
Address:
(Name, Designation and Address of the Attorney)
Specimen signatures of attorney attested by the Executant
(Signature of the Executant)

(Signature of Notary Public)						
Place: Date:						
Notes:						

- 1) To be executed by Bidding Company or the Lead Member, in the case of a Bidding Consortium, as the case maybe.
- 2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- 3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).
- 4) In case of foreign Bidders, refer to clause 2.5.6 (p)



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

POWER OF ATTORNEY

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

	Designation:
	Designation:
	ivaliic
	Name:
	Date:
	Place:
	Designation:
	Name:
	(Signature of the Authorized Signatory)
	(Signature of the Authorized Signatory)
	Consortium Member
	For and on behalf of
	ecuted these presents on this day of
IN	WITNESS WHEREOF M/s, as the Member of the Consortium have
All	the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.
	orney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of orney and the same shall bind us and deemed to have been done by us.
	, as the Member of the Consortium, agree and undertake to ratify and confirm all whatsoever the said
CVC	reaction of all NEP Project Documents.
	wer of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves ecution of all RFP Project Documents.
	s expressly understood that in the event of the Consortium being selected as Successful Bidder, this
ന്ടി	coment by an the parties thereto.
	ject, till completion of the bidding process in accordance with the RFP and signing of the Share Purchase reement by all the parties thereto.
	ore the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said
the	${\tt BPC, and providing information / responses to the BPC, representing us and the Consortium in all matters}$
	dertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to
	eds and things necessary in connection with or incidental to submission of Consortium's Bid for the ject, including signing and submission of the Bid and all documents related to the Bid, including,
	Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts,
	orney (hereinafter called as "Lead Member") which is one of the Members of the Consortium, to act as
	and having its Registered / Head Office atas our duly constituted lawful
	eby constitute, nominate and appoint M/sas the read member of the said consortium do
	nsortium) (hereinafter called the "Consortium") vide Consortium Agreement dated
	mbers of Consortium, have formed a Bidding Consortium named (insert name of the
	, (Insert names and registered offices of all Members of the Consortium), the
	having its registered office at
	OW ALL MEN BY THESE PRESENTS THAT M/s having its registered office at

	Place:
	Date:
Accepted	
Specimen signatures of attorney attested	
(Signature)	
(Signature of Notary Public)	
(Signature of Notally Public)	(Name, Designation and Address of the Attorney)
Place:	,,
Date:	

Notes:

- 1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- 2. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).
- 3. In case of foreign Bidders, refer to clause 2.5.6 (p)



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

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

 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:

	Name:		
	Address:		
	•••		
	Website Address	:	
	Country of Origin	n:	
b.	Year Organized:		
c.		ness Activities:	
		······································	
	Status as a Bidd		
	i. Bidding Comp		
		of the Bidding Consortium	
11		e Bidding Consortium applicable serial number	
	Note. tick tile	applicable serial fluffiber	
e.	Company's Loca	l Address in India (if applicable):	
f.	Name of the Au	thorized Signatory:	
g.	Telephone Num	ber:	
h.	Email Address:		
i.	Telefax Number	:	
j.	Please provide t	he following documents:	
	incorporat	the Memorandum and Articles of Asion or other equivalent organizational heir amendments, certified by the Compage Company / each Member of Bidding	l document (as applicable) any Secretary as Attachment :
	•	etter (as per format for authorization give ·/every Member of the Consortium auth	•
NSU	LTING LIMITED		63

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

Notes:

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

	d on behalf of Bidding Company / Lead Member of the Bidding Consortium
(Signat	ture of authorized representative)
Name	
Desigr	nation:
(Stamp	

FORMAT FOR AUTHORISATION

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

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by **PFC Consulting Limited** to verify our Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission system for "**Transmission Scheme for integration of Bijapur REZ in Karnataka**" through tariff based competitive bidding process or regarding our project development experience, financial standing and general reputation.

(Signature)	
Name of Authorized Signatory:	
(Signature and Name of the authorized signatory of the Company)	
Place: Date:	
(Company rubber stamp/seal)	
(Signature of Notary Public)	
Place:	



ANNEXURE 6 - FORMAT FOR CONSORTIUM AGREEMENT

(To be on	non-judicial sta	mp paper of	f appropria	te value a	s per Stamp	Act relevant	t to p	place of
execution.	Foreign compar	nies submitti	ng bids are	e required	to follow t	he applicable	law	in their
country)								

count	cry)
thous under (here assign s succe SPV [CONSORTIUM AGREEMENT executed on this
purch	REAS, the BPC had invited Bid in response to RFP issued to
of a E specif	WHEREAS, Clause 2.2.4 of the RFP document stipulates that the Bidders qualifying on the strength Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format fied in the RFP document wherein the Consortium Members have to commit equity of a specific ntage in the Project.
provid Mem	WHEREAS, Clause 2.2.4 of the RFP document also stipulates that the Bidding Consortium shall de along with the Bid, a Consortium Agreement as per prescribed format whereby the Consortium bers undertake to be liable for raising the required funds for its respective equity investment nitment as specified in Consortium Agreement.
NOW	THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:
	nsideration of the above premises and agreement all the parties in this Consortium do hereby ally 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,
2.	The Lead Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members.
3.	Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own equity contribution as well as the equity contribution of other Members.

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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

4.



obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.

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

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

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

- 6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilizing debt resources for the Project and achieving financial closure.
- 7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- 8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- 10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as **Appendix-I**, forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.
- 11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
- 12. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at **Delhi** alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
- 13. It is hereby agreed that, the Lead Member shall furnish the bid bond, as stipulated in the RFP, on behalf of the Consortium Members.
- 14. It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the TSP in favour of the Nodal Agency, as stipulated in the RFP and Transmission Service Agreement.





- 15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RFP Project Document and shall remain valid till the execution of the Share Purchase Agreement, unless expressly agreed to the contrary by the Nodal Agency. Over the term of the Transmission Service Agreement, Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time shall apply on the Consortium Members.
- 16. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the Project.
- 17. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with the prior written consent of the Nodal Agency.

THIS CONSORTIUM AGREEMENT:

For and on behalf of

- a. has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party,
- b. sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;
- c. may not be amended or modified except in writing signed by each of the parties and with prior written consent of the Nodal Agency.

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

Consortium Member 1 (Party 1)

M/s	
(Signature of authorized signatory)	
Name:	
Designation:	
Place:	
Date:	
For and on behalf of Consortium Member n (Party n)	
M/s	
(Signature of authorized signatory)	
(Signature of authorized Signatory)	
Name:	
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Designation:
Place:
Date:
Attested:
/Si
(Signature)
(Notary Public)
Place:
Date:
Dutc
Note: In case of foreign Bidders, refer to clause 2.5.6 (p)



Appendix 1 to the Consortium Agreement:

Name of the Consortium Member	Responsibilities under the Consortium Agreement
M/s (Party 1)	
M/s	
M/s (Party n)	

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ANNEXURE 7 A - FORMAT FOR QUALIFICATION REQUIREMENT

A. NET WORTH

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process

1. [Note: Applicable in case of Bidding Company]

We certify that the Financially Evaluated Entity (ies) had a Networth of Rs. Crore or equivalent USD* computed as per instructions in this RFP based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Networth of any of the last three (3) financial years is not negative.

Name of Financially Evaluated Entity(ies)	Relationship with Bidding Company**	Financial Year	Networth (Rs. Crore)
1			
2			
3			
Total N			

^{*}Equivalent USD shall be calculated as per provisions of Clause 3.4.1.

2. [Note: Applicable in case of Bidding Consortium]

We certify that the Financially Evaluated Entity (ies) had a minimum Networth of Rs. Crore or equivalent USD* computed as per instructions in the RFP and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Networth of any of the last three (3) financial years is not negative.

^{**} 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.

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 Networt	h for financial quirement			

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 0	Crore	
ii.	. Percentage of equity commitment for the Project by the Member:		t by the Member:	%
٧.	Networth requirement for the M	lember***:	Rs Crore	
٧.	Financial year considered for the	Member:		

Name of Financially Evaluated Entity(ies)	Relationship** with Member of Consortium	Financial Year	Networth (Rs. Crore)
1		-	
2			
3			
Total			

- * 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 1	raithfu	illy
(Signat	ure ar	nd name of the authorized signatory of the Company and Stamp)
Name	:	
Date	:	
Place	:	
(Signat	ure an	ad Stamp of statutory Auditors of Bidding Company / each Member of Consortium)
Name	:	
Date	:	
Place	:	
Date	:	

Notes:

- 1. Along with the above format, in a separate sheet, please provide details of computation of Networth of last three (3) financial years duly certified by Statutory Auditor.
- 2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
- 3. In case Bidder or a Member of Consortium takes recourse to its Parent/Affiliate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Affiliate.



ANNEXURE 7B - FORMAT FOR TECHNICAL REQUIREMENT

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process

1. To be used by Bidder using the development experience in infrastructure sector

We certify that M/s. (Insert name of Technically Evaluated Entity (ies)) have experience of development of projects in the infrastructure sector in the last five (5) years whose aggregate capital expenditure is Rs. Crore or equivalent USD*. We further certify that the capital expenditure of any single project considered for meeting the technical Qualification Requirement is not less than Rs. 120 Crore (Rupees One Hundred Twenty Crore Only) 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 at least twenty – six percent (26%)) by the Bidding Company / Lead Member of the Consortium / our Parent / our Affiliate(s) [strike off whichever is not applicable] on operation of the projects.

This technical requirement has been calculated as per the instructions provided in the RFP on the basis of following projects:

Name of Company (which has executed the project at (3)) whose technical capability has been used for Qualification Requirement	Relationsh ip** with Bidding Company / Lead Member	Project name	Nature of Project (BOOT, BOOM, DBFOT etc.)	Relevan t Infrastr ucture sector	Date of Financial Closure of the Project (in DD / MM / YYYY)	Date of Completion / Commissio ning / Commercia I Operation of partly completed projects	Projec t cost (Rs. Crore)	Percentag e Equity Holding of Company at (1) in Complete d project(s)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
		 (Project 1)						
Total (Rs. Cror	e)	I		L	I			

•	Equivalent US	O shall be ca	alculated as I	per provisions of	Clause

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** The column for "Relationship with Bidding Company / Lead Member" is to be filled in only in case technical capability of Parent/Affiliate has been used for meeting Qualification Requirements.

We further certify that the Company(ies) as indicated in column (1) of the above table, whose technical capability has / have been used for meeting the qualification requirement, has / have held shareholding respectively of at least twenty — six percent (26%) from the date of financial closure till the date of commissioning / completion of the above project(s).

2. To be used by Bidder using construction experience in infrastructure sector.

We also confirm that construction works does not include cost of land supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project.

This technical requirement has been calculated as per the instructions provided in the RFP on the basis of following projects:

Name of Company (which has executed the project at (3)) whose technical capability has been used for Qualification Requirement	Relationship ** with Bidding Company / Lead Member	Project name	Nature of Project (EPC, Turnkey etc)	Relevant Infrastruct ure sector	Date of award of contract (in dd/mm/ yy)	Date of Completio n / Commissio ning	Paymen t receive d (Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		 Project 1					
	Total (Rs. Cror	re)		•			

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Yours faith	fully
	and name of the authorized signatory of the Company and stamp)
Name:	
Date:	
Place:	
	and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)
Date: Notes:	······································
MOTES:	

1. Along with the above format, in a separate sheet, please provide details of computation of capital expenditure of projects duly certified by Statutory Auditor of the project company. In addition, the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed 7 days prior to Bid Deadline has been

Additionally in case construction experie

capitalized in the books of accounts.

Additionally, in case construction experience is used, a certificate(s) from the statutory auditors stating the payments received and the concerned client(s) stating the works commissioned during the past 5 years in respect of the projects specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client.

- 2. In case the accounts for the financial year in which the project claimed for meeting qualification requirement has been commissioned are not audited, the Bidder shall give declaration in this regard duly certified by its statutory auditor. In such a case, Bidder shall provide details of computation of capital expenditure of such project(s) duly certified by Statutory Auditor of the project company and the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed shall be capitalized in the books of accounts upon finalization.
- 3. The unconsolidated audited annual accounts of both the TEE and the Bidding Company / Lead Member for the respective financial years (financial years in which financial closure was achieved to the financial year in which the said project was completed / commissioned) should be submitted.

4_

ANNEXURE 7C - FORMAT FOR TECHNICAL & FINANCIAL REQUIREMENT – RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

[To be filled by Bidding Company / each Member of the Bidding Consortium including Lead Member if credentials of Parent and / or Affiliates have been used by them]

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process

We certify that M/s. (insert name of the **Bidding Company / Consortium Members**) have considered the technical and financial capability of its Parent and / or Affiliates, for the purpose of meeting Qualification Requirements as per the instructions provided in the RFP. The name of Parent and / or Affiliate, nature of relationship(s) with such Parent and / or Affiliate and details of equity holding are as follows:

Name of Company whose credentials considered	Type of credentials considered (technical and / or financial)	Relationship with Bidding Company / Consortium Member (Parent / Affiliate)	Details of equity shareholding (refer notes below)
Company 1			

NOTES:

- i. In case of Parent, the equity holding of the Parent in the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, need to be specified.
- ii. In case of Affiliate under direct control of Bidder, the equity holding of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium in the Affiliate, needs to be specified.
- iii. In case of Affiliate under common control of Parent, the equity holding of the Parent in the Affiliate of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.
- iv. Relationship of Parent / Affiliate with Bidding Company / Member of Consortium to be at the most seven (7) days prior to the Bid Deadline (as per Clause 2.1.4 of RFP)

PFC	CONSULTING LIMITED	77
	Yours faithfully	



(Signature and	d name of the authorized signatory of the Company and stamp)
Name:	
Date:	
Place:	
(Signature an Consortium)	d Stamp of statutory Auditors of Bidding Company / each Member of Bidding
. •	d Stamp of statutory Auditors of Bidding Company / each Member of Bidding
Consortium)	d Stamp of statutory Auditors of Bidding Company / each Member of Bidding
Consortium) Name:	d Stamp of statutory Auditors of Bidding Company / each Member of Bidding

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):

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
 Such unconsolidated audited annual accounts shall include a Balance Sheet, Profit and Loss Account, Auditors Report and profit appropriation account.

ii. Technical capability (Attachment 2):

- a. This attachment shall include details of projects completed/commissioned or partly completed projects for which commercial operation has commenced to be considered for the purpose of meeting Qualification Requirements.
- 1. To be used by Bidder using development experience in infrastructure sector

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5
Name(s) of project(s) from					
Infrastructure sectors					
Location(s) including country(s)					
where project was set up					
Nature of Project					
Voltage level (if any)					
Capital cost of project(s) Rs. in Crore					
*Status of the project					
% of equity owned in the project(s)					

*Note 1: Date of completion/commissioning/commercial operation to be

mentioned

Note 2: For each project listed in the table, the Bidder shall furnish an executive summary including the following information:

- Project model, i.e., BOO, BOOT, BOOM;
- Debt financing and equity raised and provided by Bidder/Bidder's Parent/Bidder's Affiliate for the project, including names of lenders and investors;
- Size and type of installation;
- Technical data/information on major equipment installed

- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Clearances taken by the Bidder/Bidder's Parent/Bidder's Affiliate including but limited to right-of-way (RoW), forest clearance and other statutory / Govt. clearances.
- Cost data (breakdown of major components)
- Name of EPC and/or other major contractor
- Construction time for the project
- Names, addresses and contact numbers of owners of the projects
- Operating reliability over the past five (5) years or since date of commercial operation
- Operating environmental compliance history
- Names of supervisory entities or consultant, if any
- Date of commercial operation
- Total duration of operation

2. To be used by Bidder using construction experience in infrastructure sector

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5
Name(s) of project(s) from					
Infrastructure sectors					
Location(s) including country(s)					
where project was set up					
Nature of Project					
Voltage level (if any)					
Revenue received Rs. in Crore					
*Status of the project					
% of equity owned in the project(s)					

*Note 1: Date

Date of completion/commissioning/commercial operation to be

mentioned

Note 2:

For each project listed in the table, the Bidder shall furnish an executive

summary including the following information:

- Project model, i.e., EPC, Turnkey;
- Size and type of installation;
- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Cost data (breakdown of major components)
- Name of sub-contractor
- Construction time for the project
- Names, addresses and contact numbers of owners of the projects
- Operating reliability over the past five (5) years or since date of commercial operation
- Operating environmental compliance history
- Names of supervisory entities or consultant, if any
- Date of commercial operation
- Total duration of operation

iii. Attachment-3:

a. For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project and the same shall be certified as true by authorized signatory of the Bidding Company or the Lead

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Member of Consortium). In case the project listed in Attachment 2 is under BOOT / DBFOT mechanism, the certificates of final acceptance and/or certificates of good operating performance must be issued by the authority / independent engineer of the project as defined in the respective project agreement.

For and on be	half of Bidding Company/Consortium
M/s	
(Signature of a	authorized signatory)
Name:	
Designation:	
Date:	
Place.	

ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format	: 1:	Bidders' Underta	Kings		
	[On	the Letter Head of t	the Bidding Company/	Lead Member of Bidding	g Consortium]
Date:	•••••				
To,					

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

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Inter-State transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka"

We hereby undertake on our own behalf and on behalf of the TSP, that if selected as the Successful Bidder for the Project:

- 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 Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters Open Access) Regulations, 2009.
- 3. We give our unconditional acceptance to the RFP dated **June 01, 2024** issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.
- 4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure 21 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.
- 5. Our Bid is valid up to the period required under Clause 2.8 of the RFP.
- 6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed with this undertaking.
- 7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement, to the extent and only in relation to equity lock in and our liability thereof shall get modified to give effect to the provisions of Clause 2.5.8 of this RFP and Article 18.1 of the Transmission Service Agreement. (Note: This is applicable only in case of a Bidding Consortium).

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8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

S. No.	Name of the Transmission Element	Scheduled COD as per Gazette Notification	% of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Projec	commercial operation (COD of the respective Element
1.	Establishment of 400/220 kV 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka			Element at Sl. No. 2 and 3
2.	Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line	24 months	100	Element at Sl. No. 1 and 3
3.	2x125MVAr 420 kV bus reactors at Bijapur PS			Element at Sl. No. 1 and 2

We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of Element(s) which are pre - required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project: 24 Months from Effective Date.

- 9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:
 - a. Financial Bid in the prescribed format of Annexure 21 has been submitted duly signed by the authorized signatory.
 - b. Financial Bid is unconditional.
 - c. Only one Financial Bid has been submitted.
- 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 SPV [which is under incorporation], pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.
- 11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of RFP Project Documents.

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12. Power of attorney/ Board resolution as per Clause 2.5.2 is enclosed.

Signature and name of the authorized signatory of the Company and stamp of Bidding Company or Lead member of Consortium

Note:

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



Format 2: Details of equity investment in Project

- 1.1.a Name of the Bidding Company/ Bidding Consortium:
- 1.1.b Name of the Lead Member in the case of a Bidding Consortium:
- 1.2 Investment details of the Bidding Company/Member of the Bidding Consortium investing in **SPV** [which is under incorporation] as per Clause 2.5.8.2.

S. No.	Name of the Bidding Company/ Member in case of a Bidding Consortium	Name of the Company investing in the equity of the[Name of SPV]	Relationship with Bidding Company /Member of the Bidding Consortium	
(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 _____[Name of SPV] 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.:	
То	
PFC Consulting Lim 9 th Floor, Wing-A, S Connaught Place, I	
Dear Sir,	
Sub: Authorizat Affiliate) by M/s	ion for use of Technical / Financial Capability of M/s (Insert name of Parent / (Insert name of Bidding Company / Member of Bidding Consortium).
Service Provider for	P dated June 01, 2024 ('RFP') issued by you for selection of Bidder as Transmission or establishing the Inter-State Transmission System for " Transmission Scheme for Dur REZ in Karnataka ".
authorized by us to	M/s (Insert name of Bidding Company/ Consortium Member) has been use our technical and/or financial capability [strikeout whichever is not applicable] alification Requirements for "Transmission Scheme for integration of Bijapur REZ in
and we are also sub investment obligat shall be deemed to be met by us.	read and examined in detail the RFP including in particular, Clause 2.1.4 of the RFP, mitting legally binding undertaking supported by a board resolution that all the equity ions of M/s (Insert Name of Bidding Company / Consortium Member), be our equity investment obligations and in the event of any default the same shall of M/s
(Signature and Nar	ne of the authorized signatory of the Company and stamp)
Name:	
Date:	
Place:	
Notes:	

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1. The above undertaking can be furnished by Ultimate Parent of Technically Evaluated Entity or Financially Evaluated Entity, as the case maybe, if legally binding undertaking is also furnished by the Ultimate Parent on behalf of such Financially Evaluated Entity/Technically Evaluated Entity.

ANNEXURE 10- FORMAT OF UNDERTAKING BY TECHNICALLY / FINANCIALLY EVALUATED ENTITY / ULTIMATE PARENT COMPANY

[On the Letter Head of the Technically / Financially Evaluated Entity / Ultimate Parent Company]

Name:

Full Address:	
Telephone No.:	
E-mail address:	
Fax/No.:	
То:	
Chief Executive Officer PFC Consulting Limited 9thFloor, Wing-A, Statesman House, Connaught Place, New Delhi - 110001	
Sub: Undertaking for equity investment	
Dear Sir,	
We refer to the Request for Proposal dated June 01, 2024 ('RFP') issued by you re State transmission system for "Transmission Scheme for integration of Bijapur on build, own, operate and transfer basis.	
We have carefully read and examined in detail the RFP and the RFP Project particular, Clause 2.1.4 of the RFP and Clauses 2.5.2 and 2.5.8 of the RFP, reundertaking regarding the investment in the equity share capital of SPV [which and provisions for minimum equity holding and equity lock-in. We have also note investment required to be made in SPV [which is under [Insert the name of the Bidder or the Corpoject.	egarding submission of an chis under incorporation] ed the amount of the equity incorporation] by the
In view of the above, we hereby undertake to you and confirm that in	vest in full or in part, in the Bid, we shall invest the said Bidder or the Consortium
We have attached hereto certified true copy of the Board resolution whereby the Company has approved issue of this Undertaking by the Company.	e Board of Directors of our
All the terms used herein but not defined, shall have the meaning as ascribed to RFP.	the said terms under the
Certified as true.	
PFC CONSULTING LIMITED	88

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

Note:

i. 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]

1. RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of.......% (.....per cent) of the total equity share capital of SPV [which is under incorporation] representing the entire amount proposed to be invested by the company for the transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka", partly by acquisition of the existing equity shares from PFC Consulting Limited and / or partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: Equity investment obligations by the Bidding Company/each Member of the Bidding Consortium/investing Affiliate or Parent or Ultimate Parent should add up to 100%.]

[Note: In the event the Bidder is a Bidding Consortium, the following Board resolution no. 2 also needs to be passed by the Lead Member of the Bidding Consortium]

2. RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the;....... percentage (__%) limit to the extent becoming necessary towards the total equity share in the SPV [which is under incorporation], 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 Bidder, the following Board resolution no. 3 shall also be passed by the Bidder]

[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

PFC CONSULTING LIMITED

copy of this Board resolution or letter or undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

[Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole Time Director/ Manager (supported by a specific board resolution) of the Bidding Company or the Lead Member of Consortium.
- 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.
- 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.]

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Format 2

Format for the Board resolution of Technically / Financially Evaluated Entity / Ultimate Parent Company (in case credentials of such TEE/ FEE has been utilized by the Bidding Company or Bidding Consortium)

Certified True Copy

Company rubber stanıp to be affixed

Note:

- 1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole-time Director/Manager (supported by a specific board resolution) of Bidding Company or Lead Member of the Consortium.
- 2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
 - 2. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

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

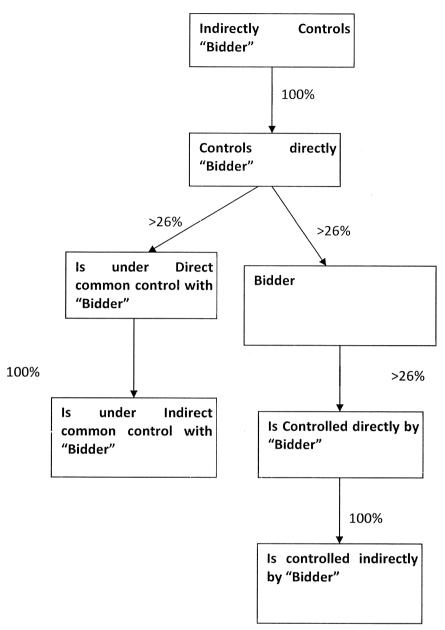
Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from the Bidder	None
Bidder himself for 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1, 2, and 4 from the Bidder b) Format 2 of	Yes, by either Technically / Financially Evaluated Entity(ies) Affiliate(s) whose credentials have been used, or Ultimate Parent.
		Annexure 11 by either Technically/ Financially Evaluated Entity(ies) whose credentials have been used, or Ultimate Parent.	Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.
		Provided, if the Bidder himself is the Ultimate Parent, then Format 2 need not be provided.	
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	None	 a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder. b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and /or Parent and /or Ultimate Parent investing in the equity 	None
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder.	Yes, by either Parent/ Affiliate(s) whose credentials have been used, or Ultimate Parent

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Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Aggregate holding		b) Format 1 of	
100% equity		Annexure 11 - Resolution: 1 from the Affiliate and/or Parent and/or Ultimate Parent investing in the equity	
		c) Format 2 of Annexure 11 by either Parent / Affiliate(s) whose credentials have been used and /or Ultimate Parent investing in the equity	

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ANNEXURE 12 - FORMAT FOR ILLUSTRATION OF AFFILIATES



NOTE: Bidder to provide the illustration, as applicable in their case, duly certified by the Company Secretary and supported by documentary evidence in this regard.

ANNEXURE 13 - FORMAT FOR DISCLOSURE

[On the letter head of Bidding Company / Each Member in a Bidding Consortium]

Date:	
Ducc.	

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	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	s True
	(Signature)
Name:	
Signature 8	k Name of authorized signatory of the Company and Stamp

organization and manner of authorized signatory of the company and stamp

The above disclosure should be signed and certified as true by the authorized signatory of the Bidding Company or of the Member, in case of a Consortium).





ANNEXURE 14 - FORMAT OF THE BID BOND

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

CACCUMOII.)
In consideration of the
This guarantee shall be valid and binding on the Guarantor Bank up to and including
Our liability under this Guarantee is restricted to Rupees Only (Rs Crore). Our Guarantee shall remain in force until
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 PFC Consulting Limited or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against PFC Consulting Limited 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 PFC Consulting Limited or its authorized representative shall not be obliged before enforcing this BANK

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against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by PFC Consulting Limited or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.		
Rupees Only (Rs Cr on the basis of Clause 2.11 of RFP], with thereafter. We are liable to pay the guara	ereinabove, our liability under this Guarantee is restricted to ore) and it shall remain in force until [Date to be inserted an additional claim period of three hundred sixty-five (365) days anteed amount or any part thereof under this BANK GUARANTEE orized representative serves upon us a written claim or demand.	
In witness whereof the Bank, through its day of	authorized officer, has set its hand and stamp on this	
Witness:		
1	Signature:	
Name and Address	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:	
Notes:	Dated this day of 20	

GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim

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



ANNEXURE 15 - FORMAT FOR CONTRACT PERFORMANCE GUARANTEE

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

In consideration of the [Insert name of the SPV or Selected Bidder on behalf of SPV or
Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under
the Transmission Service Agreement dated and the other RFP Project Documents and
the Nodal Agency and PFC Consulting Limited, agreeing to execute the RFP Project Documents with the
Selected Bidder, regarding setting up the Project, the[Insert name and address of
the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor
Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Nodal Agency
at [Insert Place and Address of the Nodal Agency indicated in TSA] forthwith on
demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up
to and not exceeding RupeesCrores (Rs) only [Insert the amount of the
bank guarantee] on behalf of M/s[Insert name of the Selected Bidder / SPV].
This guarantee shall be valid and binding on the Guarantor Bank up to and includingand shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
Our liability under this Guarantee is restricted to Rupees
The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by SPV [which is under incorporation], [Insert name of the Selected Bidder], [Insert name of the TSP] and/or any other person. The Guarantor Bank shall not require the Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Nodal Agency in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against SPV [which is under incorporation] or the Selected Bidder, to make any claim against or any demand on SPV [which is under incorporation] or the Selected Bidder, as the case may be, or to give any notice to SPV [which is under incorporation] or the Selected Bidder, as

the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against **SPV** [which is under incorporation] or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Signature
Name:
Power of attorney No.:
For:
[Insert Name of the Bank]
Banker's Seal and Full Address, including mailing address of the Head Office
Notes:

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

ANNEXURE 16 – FORMAT OF CHECKLIST FOR TECHNICAL BID SUBMISSION REQUIREMENTS

[This format needs to be duly filled in, signed by the authorized signatory of the Bidder (Bidding Company / Lead Member in case of a Bidding Consortium) and submitted along with the Bidder's Technical Bid]

	Technical Bid Submission Requirements	Response (Yes / No)
1.	Format for the Covering Letter on the letterhead of Bidding Company or Lead Member of the Consortium, as applicable;	
2.	Format for Letter of Consent from each Consortium Member, including Lead Member, on their respective letterheads;	
3.	Format for evidence of authorized signatory's authority;	
4.	Board resolution from the Bidding Company / Lead Member of the Consortium in favour of the person executing the Power of Attorney as per Annexure 3;	
5.	Power of Attorney from each Consortium Member in favour of Lead Member to be provided by each of the other Members of the Consortium as per Annexure 4;	
6.	Board Resolution from each Member of the Consortium, other than the Lead Member, in favour of their respective authorized representatives for executing the POA, Consortium Agreement and signing of the requisite formats;	
7.	Format for Bidder's composition and ownership structure, along with status of equity holding (owning ten percent or more of the total paid up equity) not earlier than thirty (30) days prior to the Bid Deadline as per Annexure 5;	
8.	Consortium Agreement duly signed as per Annexure 6, along with Appendix-1, indicating the responsibilities and obligations of each Member of the Consortium;	
9.	Format for Qualification Requirement:	
	 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 are taken; 	
	 Calculation sheets, detailing computation of capital expenditure of projects and revenue received in construction projects considered for meeting Qualification Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / Lead Member in case of Bidding Consortium / TEE in cases where credentials of TEE are taken; 	
	c. Last financial year unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity	

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	Technical Bid Submission Requirements	Response (Yes / No)
	d. Unconsolidated audited annual accounts of both the TEE and the Bidding Company/Lead member, as applicable, from the financial years in which financial closure was achieved till the financial year in which the said project was completed / commissioned.	
10.	Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the Company Secretary of Bidding Company or each Member in case of a Consortium including Lead Member.	
11.	Attachment of Annexure 7(D), detailing projects completed / commissioned and for which commercial operation has commenced including Executive Summary for each project.	
12.	For each project listed in the attachment above, certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by authorized signatory in support of technical capability as defined in Clause 2.1.2 of RFP.	
13.	Authority letter in favour of BPC from the Bidder/every Member of the Consortium authorizing the BPC to seek reference from their respective bankers & others.	
14.	Authorization from Parent / Affiliate of Bidding Company / Member of Bidding Consortium whose technical / financial capability has been used by the Bidding Company / Member of Bidding Consortium.	
15.	Initialing of all pages of Technical Bid by the Authorized Signatory in whose favour the POA (Annexure 3) has been executed.	
16.	Format for Illustration of Affiliates at the most seven (7) days prior to the Bid Deadline, duly certified by Company Secretary and supported by documentary evidence.	
17.	Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC etc. submitted as documentary evidence along with Annexure 12.	
18.	Format for Disclosure by Bidding Company / each Member of the Consortium.	
19.	Format for Affidavit by the Bidding Company / each Member of the Consortium	
20.	Format for Authorization submitted in Non-Judicial stamp paper duly notarized.	
21.	Bidders Undertaking and details of Equity Investment	
22.	Proof of Payment of RFP Fees	
23.	Bid Bond	
24.	Board Resolution as per Annexure 11 (If required)	

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[Note: The checklist is not exhaustive. as per requirement of RFP]	. Bidders are require	ed to submit all the	information/do	ocuments
For and on behalf of Bidder				
M/s				

1

(Signature of authorized signatory)

ANNEXURE 17 – LIST OF BANKS

The list of banks shall include all Scheduled Commercial Banks as per Second Schedule of RBI Act-1934 and any amendments thereof.

Note:

The above list of banks is indicative and can be modified by the BPC as required and any such change shall not be construed as a deviation from this document.



ANNEXURE 18 - GRID MAP OF THE PROJECT,

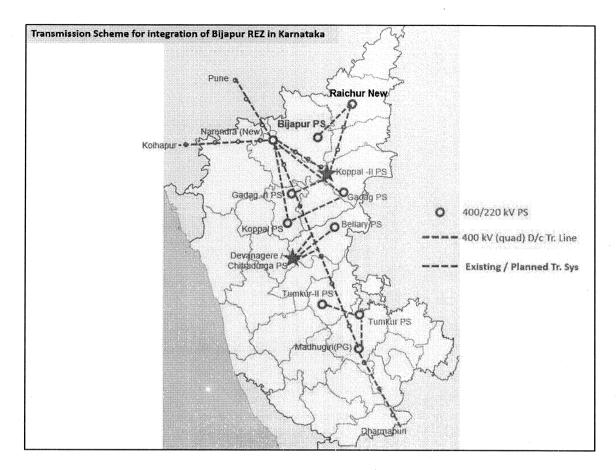


Fig-1: Transmission Scheme for integration of Bijapur REZ in Karnataka

ANNEXURE 19 - FORMAT FOR CLARIFICATIONS / AMENDMENTS ON THE RFP / RFP PROJECT DOCUMENTS

S. No.	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment
				'	
		H			-
			_		

ignature	
Name	
or	•

Bidder's Rubber Stamp and Full Address.

(Note: This format shall be used for submission of requests for clarifications/ amendments on the draft RFP Project Documents as per the provisions of Clause 2.3.1)



ANNEXURE 20 - LIST FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1:

TRANSMISSION SERVICE AGREEMENT (Provided separately)

ENCLOSURE 2:

SHARE PURCHASE AGREEMENT (Provided Separately)

.....



ANNEXURE 21 - FORMAT FOR FINANCIAL BID

[To be uploaded online]

Quoted Transmission Charges

Notes

- 1. The Bidders are required to ensure compliance with the provisions of Clause 2.5.3 of this RFP.
- 2. Quotes to be in Rupees Millions and shall be up to two (2) decimal points.
- 3. The contents of this format shall be clearly typed.
- 4. The Financial Bid shall be digitally signed by the authorized signatory in whose name power of attorney as per Clause 2.5.2 is issued.
- 5. Ensure only one value for annual Transmission Charges is quoted. The same charge shall be payable every year to TSP for the term of TSA.

ANNEXURE 22 - FORMAT FOR AFFIDAVIT

[On non-judicial stamp paper. Foreign companies submitting bids are required to follow the applicable law in their country]

AFFIDAVIT

We [including any of our Affiliate and Consortium Member & any of its Affiliate], hereby declare that as on Bid Deadline:

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

We further declare that following investigations are pending / no investigation is pending [strike off whichever is not applicable] against us [including any of our Consortium Member or Affiliate or Parent or Ultimate Parent or Affiliate] or CEO or any of our directors/ manager/key managerial personnel of the Applicant /Consortium Member or their Affiliates.

We further undertake to inform the BPC of any such matter as mentioned above on its occurrence after the date of this affidavit till the Effective Date.

We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our BID / Letter of Intent / contract (if entered) would stand rejected / recalled / terminated, as the case may be.

	•		
Signature : Consortiur	and Name of the authorized signatory of the Bidding Co m	mpany / Lead Member of the Bido	gnik
(Signature	of Notary Public)		
Place: Date:			

Note: In case any investigation is pending against the Applicant, including any Consortium Member or Affiliate, or CEO or any of the directors/ manager/key managerial personnel of the Applicant

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/Consortium /Member or their Affiliates, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed under this affidavit.

ANNEXURE A

Technical Details with respect to electronic bidding

Registration Methodology

In order to submit online bids in the e-bidding process for selection of Transmission Service Provider, interested Bidders are required to register themselves with the e-procurement website of MSTC limited namely www.mstcecommerce.com/eprochome/tsp/index.jsp. To register with the website, the Bidder is required to fill up the online form available under the link Register as Vendor in the above website and fill up the same and click on Submit.

During this process, the Bidder shall create his user id and password and keep note of the same. The Bidder shall ensure that the secrecy of his user id and password is maintained at all time and he/she shall alone be responsible for any misuse of the user id and password.

The Bidder may check the details entered by it before final submission. On successful submission of the online registration Form, the Bidder shall receive a confirmation mail in the registered email address advising the Bidder to submit the following documents.

- i. Self-attested Income Tax PAN Card. In case of a registered Company or Firm, the Firm's PAN card and in case of a proprietorship firm, proprietor's personal PAN card is required. In case of partnership firm, PAN of the firm and that of the authorized partner are to be submitted.
- ii. Copy of the confirmation email Letter received from MSTC after successful completion of on-line registration.
- iii. A non-refundable registration fee of Rs.10,000/- plus GST as per applicable rate to be paid online. The account details will be available in the System generated email sent by MSTC post registration.

Please provide details of payment made like UTR No, remitting bank name, date of payment and amount in the covering letter.

The Bidder shall have to submit all the above documents to MSTC Limited for verification and activation of their login ids. The Bidders should send scanned copies of the above documents to the designated email id only which is given below.

tsp@mstcindia.co.in

It may be noted that Bidders need not visit any of the offices of MSTC Limited for submission of the documents.

Contact persons of MSTC Limited:

Ms. Rupali 9458704037

Mr. Setu Dutt Sharma 7878055855

Once the complete set of documents and requisite registration fee are received from a Bidder, MSTC shall activate the Bidder's login after verification / scrutiny of the documents. MSTC Limited reserves the right to call for additional documents from the Bidder if needed and the Bidder shall be obliged to submit the same.

On completion of the above stated registration process, a Bidder shall be able to login to MSTC's website.

ANNEXURE B

Draft Pre-Award Integrity Pact

GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day o
the month of 20, between, on one hand,
through Shri [Insert Name & designation of representative of BPC] (hereinafte
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 o
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) for "Transmission Scheme for integration of Bijapur REZ in Karnataka", who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service.

WHEREAS the Bidder is a Private Company/Public Company/Government Undertaking/ Partnership, constituted in accordance with the relevant law in the matter and the BPC is a Public Sector Undertaking (PSU) performing its function on behalf of the Ministry of Power, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings during the complete bidding process with a view to: -

Enabling the BPC to select the bidder as TSP in conformity with the defined procedures by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidder to abstain from bribing or indulging in any corrupt practice in order to emerge as selected bidder by providing assurance to them that their competitors will also abstain from bribing and other practices and the BPC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of BPC

11 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.

- The BPC will, during the bidding stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to the other bidders.
- 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.
- 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 Bidder

- 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: -
- 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.
- 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

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contract with the Government.

- The Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.
- 3.4 The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid.
- 3.5 The Bidder further confirms and declares to the BPC that the Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BPC or any of its functionaries, whether officially or unofficially for selection of Bidder as TSP, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 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.
- The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 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

- 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 Bond (Security Deposit)

- Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs. 12 Crore (Rupees Twelve Crore Only) issued by any Banks from the list provided in RFP Document as Earnest Money/Security Deposit, with the BPC.
- The Earnest Money/Security Deposit shall be valid & retained by the BPC for such period as specified in the RFP Document.
- No interest shall be payable by the BPC to the Bidder on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BPC to take all or anyone of the following actions, wherever required:-
 - (i) To immediately call off the pre-award negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
 - (ii) The Bid Bond (in pre-award stage) shall stand forfeited either fully or partially, as decided by the BPC and the BPC shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the award, if already awarded, without giving any compensation to the Bidder.
 - (iv) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BPC resulting from such cancellation/rescission.-

- (v) To debar the Bidder from participation in any tender or RFP issued by any BPC for an indefinite period.
- (vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the award.
- 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.
- 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).
- 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.
- 73 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.
- 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 accepts that the Monitors has the right to access without restriction to all Project documentation of the BPC including that provided by the Bidder. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder /Subcontractors(s) with confidentially. [As all the bid documents are with BPC only]
- 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.

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 up to 6 months from the date of transfer of project specific SPV i.e., signing of Share Purchase Agreement with BPC. In case Bidder is unsuccessful, this Integrity Pact shall expire after 15 days from the date of transfer of project specific SPV to successful bidder.
- Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12. The Parties hereby sign this Integrity Pact at _____on



ANNEXURE-C

LOCATION DETAILS OF EXISTING / PROPOSED SUBSTATIONS

- a) Raichur New 765/400 kV S/s: 16°12'4.79"N, 77°17'9.10"E
- b) Bijapur 400/220 kV PS:

New substation which is to be implemented under present scheme

Note: The above coordinates/location of substation indicated is approximate in the substation area. Exact coordinates for the corresponding bays/gantry for termination of the respective line may be verified and finalized in coordination with actual site.



A A

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

- A.1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time. Other CEA Regulations and MoP guidelines, as applicable, shall also be followed.
- **A.2.0** Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable:
- **A.2.1** Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.
- **A.2.2** Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

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

- **A.3.0** Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.
- A.4.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of high intensity winds (HIW) due to thunderstorms, dust-storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.
- **A.5.0** Selection of reliability level for design of tower shall be as per CEA Regulation (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.
- A.6.0 A) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
 - B) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending



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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.

A.7.0 The relevant conductor configuration shall be as follows: -

Name of line: Bijapur PS - Raichur New 400 kV (Quad) D/C line

Type of conductor: ACSR / AAAC / AL59

Basic parameters:

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity ofAL Alloy*	Sub- conductor Spacing
400 kV D/C	Moose: Stranding	Stranding	Stranding details:	
(Quad Bundled)	54/3.53 mm-Al +	details:	61/3.31 mm	
Transmission	7/3.53 mm- Steel,	61/3.55 mm	29.79 mm diameter;	
Lines	31.77 mm diameter	31.95 mm		
	528.5 mm ² ,	diameter;	525 mm ²	457 mm
	Aluminium area,	604 mm ²	Aluminium alloy	4 37 MM
		Aluminium alloy	area	
	Maximum DC	area		
	Resistance at 20°C		Maximum DC	
	(Ω/km):0.05552	Maximum DC	Resistance at 20°C	
		Resistance at	(Ω/km): 0.0566	
		20°C		
		(Ω/km): 0.05506		
	Minimum UTS:	Minimum UTS:	Minimum UTS:	
	161.20 kN	159.80 kN	124.70 kN	

Note: *

- 1. To select any size above the minimum, the sizes mentioned in the relevant Indian standard i.e. IS-398(part-6) shall be followed.
- 2. The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.





- A.8.0 The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400 kV lines shall not be less than 8 m.
- A.9.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered.
 - I. Minimum live metal clearances for 400 kV line:
 - a) (i) Under stationary conditions:

From tower body: 3.05 m

(ii) Under Swing conditions

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

- b) Minimum ground clearance for 400 kV line: 8.84 m
- c) Minimum mid span separation between earthwire and conductor for 400 kV line: 9.0 m
- **A.10.0** Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.
- A.11.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.
- A.12.0 In case of 400 kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized stranded steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.
- **A.13.0** Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.
- A.14.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth and anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.
- A.15.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to

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avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line. In order to optimize the route, use of GATISHAKTI platform shall also be made.

- **A.16.0** Wherever, transmission lines are passing through cyclone prone areas i.e. areas up to 60 km from coast following shall also be applicable:
 - a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction which also includes open sea coasts, open stretch of water, desert and flat treeless plains.
 - b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.
 - c) The number of consecutive spans between the section points/ angle point shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.
- A.17.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:
 - a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m² of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m² of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.
 - b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m³.
 - c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6 kg/m² per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).
 - d) Double coat of 20 mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300 mm below ground level to give protection to concrete surface from environmental and saline effect.
 - e) Before coping of chimney top portion, three coats of anti-corrosive paint of minimum 30-35 microns dry film thickness each shall be applied on the stub in the 50 mm coping portion as well as up to 350 mm above CL portion.

- A.18.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least above HFL (High Flood Level) or the historical water stagnation/ logging level (based on locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher).
- A.19.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to CEA, CTU and BPC by the TSP.
- **A.20.0** The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.
- **A.21.0** Safety precautions in regards to gas/oil pipe lines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.



SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220 kV Bijapur Pooling Station and extension of 400 kV Raichur New S/s shall be conventional AIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

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

B.1.0 Salient features of Substation Equipment and Facilities

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

B.1.1 Insulation Coordination

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

SI. No	Description of Parameters	' '		Extn. of 400 kV Raichur S/s
5		400 kV System	220 kV System	400 kV System
1.	System Operating Voltage	400 kV	220 kV	400 kV
2.	Maximum voltage of the system (rms)	420 kV	245 kV	420 kV
3.	Rated Frequency	50 Hz	50 Hz	50 Hz
4.	No. of Phases	3	3	3
5.	Rated Insulation Levels			
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.) for Equipment other than Transformer and Reactors for Insulator String Switching Impulse withstand voltage (250/2500 micro sec.) dry and wet	1425 kVp 1550 kVp 1050 kVp	1050 kVp 1050 kVp -	1425 kVp 1550 kVp 1050 kVp
iii)	One minute power frequency dry withstandvoltage (rms)	630 kV	<u>-</u> *	630 kV
iv)	One minute power frequency dry and wet withstand voltage (rms)	-	460 kV	-
6.	Corona Extinction Voltage	320 kV	-	320 kV



SI.	Description of Parameters	400/220 kV Bijapur PS		Extn. of 400 kV
No				Raichur S/s
	•	400 kV System	220 kV System	400 kV
		400 KV System	220 KV System	System
7.	Max. radio interferencevoltage for	1000 micro-	1000 micro-	1000 micro-
	frequency between 0.5 MHz and 2	volts at 266 kV	volts at 156 kV	volts at 266 kV
	MHz	rms	rms	rms
8.	Minimum creepage distance for	13020 mm	7595 mm	13020 mm
	insulator string/ longrod insulators/	(31 mm/kV)	(31 mm/kV)	
	outdoor bushings	(31 11111/KV)	(21 11111/KV)	(31 mm/kV)
9.	Minimum creepage distance for	10500 mm	6125 mm	10500 Mm
	switchyardequipment	(25 mm/kV)	(25 mm/kV)	(25 mm/kV)
10.	Max. Fault Current	63 kA	50 kA	63 kA
11.	Duration of fault	1 sec	1 Sec	1 sec

B.1.2 Switching Scheme

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

Substation	400 kV side	220 kV side
400/220 kV Bijapur PS (AIS)	One and Half breaker	Double Main and Transfer
Extn. of 400 kV Raichur New S/s (AIS)	One and Half breaker	

Notes: -

- For one and half breaker switching scheme, any double circuit line consisting of two numbers feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.
- ii) Two transformers of same HV rating shall not be connected in the same diameter and similarly two bus reactors of same HV rating shall also not be connected in the same diameter.
- iii) A diameter in one and half breaker scheme is a set of 3 circuit breakers with associated isolators, earth switches, current transformers etc. for controlling of 2 numbers feeders.
- iv) 400 kV line bays shall be constructed such that space provision is kept for future switchable line reactors.
- v) One (1) set of bus sectionalizer for 220 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.
- vi) TSP shall plan connectivity of lines and transformers to bus bar in such a way that all power can be evacuated successfully without crossing the thermal limit at any point.
- vii) **400** kV Raichur New S/s Extension: One circuit of Bijapur PS Raichur 400 kV D/C transmission line shall be terminated in bay No. 410 (associated Tie bay is already existing).

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Other circuit of Bijapur PS – Raichur 400 kV D/C transmission line shall be terminated in adjacent new diameter (i.e. Main and Tie bay are to be constructed under present scope) as per SLD and GA drawing provided with RfP. Further, 400 kV line bays at Raichur shall be such that provision is kept for future switchable line reactors.

viii) 400/220 kV Bijapur S/s:

220 kV Bus Section shall be with the following feeder distribution.

220 kV Bus Section-1	220 kV Bus Section-2
a) 3 Nos. of 400/220 kV ICT	a) 2 Nos. of 400/220 kV ICT
b) 6 Nos. of 220 kV Line	b) 4 Nos. of 220 kV Line
c) 1 No. Bus Coupler and 1 No. Transfer	c) 1 No. Bus Coupler and 1 No.
Bus Coupler	Transfer Bus Coupler
220 kV Bus Section-3 (Future)	220 kV Bus Section-4 (Future)
a) 3 Nos. of future 400/220 kV ICT	a) 2 Nos. of future 400/220 kV ICT
b) 8 Nos. of future 220 kV Line	b) 6 Nos. of future 220 kV Line
c) 1 No. future Bus Coupler and 1 No.	c) 1 No. future Bus Coupler and 1 No.
future Transfer Bus Coupler	future Transfer Bus Coupler

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

SI.No	Description of bay	400/220 kV Bijapur PS		Extn. of 400 kV Raichur S/s
		400 kV	220 kV	400 kV
1.	Bus Bar	4000 A	3000 A	As per existing
2.	Line bay	3150 A	1600 A	3150 A
3.	ICT bay	3150 A	1600 A	N/A
4.	Bus Reactor Bay	3150 A	N/A	N/A
5.	Bus Coupler Bay	N/A	3000 A	N/A
6.	Transfer Bus coupler	N/A	1600 A	N/A
	bay			

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

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

B.2.2 420 kV, 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 Voltage Class)" as amended up to date

available on CEA website.

B.2.3 400 kV and 220 kV AIS Substation equipment (as applicable)

B.2.3.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-1 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. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. The rated break time shall not exceed 40 ms for 400 kV circuit breakers and 60 ms for 220 kV circuit breakers. The 400 kV and 220 kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400 kV lines shall be provided with pre-insertion closing resistor of about 400 ohms with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km length. 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 400 kV Circuit breaker of switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and ICTs.

B.2.3.2 Isolators (AIS)

The isolators shall comply with IEC 62271-102 in general. 400 kV and 220 kV isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Isolator rated for 400 kV and 220 kV shall be of extended mechanical endurance class - M2 as per IEC-62271-102. Isolator rated for 220 kV shall be suitable for bus transfer current switching duty as per IEC-62271-102. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400 kV and 220 kV earth switches for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 400 kV shall have six cores (four for protection and two for metering) and 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.3.4 Capacitive Voltage Transformers (AIS)

Capacitive Voltage Transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. The accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive Voltage

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Transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400 kV and 220 kV shall be of 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.3.5 Surge Arresters (AIS)

336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type SurgeArresters with thermal energy (Wth) of minimum 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 400 kV and 220 kV systems respectively. Other characteristics of Surge Arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances near Transformers and Reactors so as to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto- transformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt within this section. All main protective relays shall benumerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of the transformer and reactor shall be electrically andphysically 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

400 kV and 220 kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 400 kV and 220 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of the same make may be provided only if they are of different hardware and manufacturing platform or different principles 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 30 km) having Fiber Optic Communication Link. Differential relay at the remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at the remote end shall be provided by the respective bay owner.

In case of 220 kV 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.

Further, all 400 kV and 220 kV 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 400 kV and 220 kV lines shall also be provided with two stages over voltage protection. The over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and 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 400 kV and 220 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main-II feature.

b) Auto Transformer Protection

These shall have the following protections:

- i) Numerical Differential Protection
- ii) Numerical Restricted Earth Fault Protection
- iii) Numerical Back-up Directional Over-Current and Earth Fault Protection on High Voltage (HV) and Intermediate Voltage (IV) side
- iv) Numerical Over Fluxing Protection on HV and IV side
- v) Numerical Overload Alarm

Further, numerical back-up over-current and earth fault protection on HV and IV side of autotransformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

c) 400 kV Reactor Protection

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Reactor shall be provided with the following protections:



- i) Numerical Differential Protection.
- ii) Numerical Restricted Earth Fault Protection
- iii) Numerical Back-up Impedance Protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

d) Bus Bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220 kV buses. Duplicated bus bar protection is envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporates the necessary features required for ensuring security.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

In case, the bus section is provided, then each side of bus section shall have separate set of busbar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as perrequirement.

e) Local Breaker Back-up Protection

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

Notes:

- 1. LBB and REF relays shall be provided separately from transformer differential relay.
- 2. LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however, in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).
- 3. Over fluxing and overload protection can be provided as built-in feature of differential relay.
- 4. In 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.



B.2.5 Substation Automation System

a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation System, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 220 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room.

The functions of control, annunciation, disturbance recording, event logging andmeasurement of electrical parameters shall be integrated in the Substation Automation System.

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

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

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

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

b) Time Synchronization Equipment

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

B.3.0 Substation Support Facilities

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

B.3.1 AC and DC power supplies

For catering the requirements of three phase and single phase AC supply and DC supply for various substation equipment (for present and future scope), the following arrangement is envisaged:-

(i) For LT Supply at each new Substation, two (2) Nos. of auxiliary Transformers (minimum 630 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by CTU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RPC as part of Regional Energy Accounting.

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

(ii) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger.

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. Two (2) sets of 48 V battery banks for PLCC and communication equipment for present and future scope shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required. 48 V DC can be achieved from 220 V DC battery bank using adapter, if so desired by TSP, without compromising backup time.

(iii) Suitable AC and DC distribution boards and associated LT Switchgear shall be provided at new substation.

For new substation, following switch boards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

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

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have equipped modules for all the feeders (including future as

specified).

- (iv) At new Substation, one No. of DG set (minimum 250 kVA for substations withhighest voltage rating as 400 kV) shall be provided for emergency applications.
- (v) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including Transformer and Reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amended from time to time.

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

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

B.3.3 Oil Evacuating, Filtering, Testing and Filling apparatus

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

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Technical Specification of CEA on transformers.

B.3.4 Illumination

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

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

B.3.5 Control Room

For the new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from the control room forall the future

7

bays.

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

B.3.6 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

B.3.7 Visual Monitoring System (VMS) for watch and ward of substation premises:

Visual Monitoring System for effective watch and ward of substation premises shall coverall the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT,CVT, SA etc. as applicable), 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. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well asdate/time stamp. The equipment should generally conform to Electromagnetic compatibilityrequirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4.0 General Facilities

- a) Line Gantry/Towers are envisaged for bays under the present scope only. However, for the adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines and Twin conductor for 220 kV future lines) wherever applicable.
- b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirements/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.



- c) TSP has to arrange for construction power and water on its own.
- d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2 . However, for coastal/creek regions it shall be at least 900 g/m^2 (if applicable).
- e) In 400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future bay shall be designed considering the current rating of line bay i.e. 3150 A.
- f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of the complete substation area including future switchyard area to prevent encroachment and unauthorized access. The minimum height of the boundary wall shall be of 1.8 m from Finished Ground Level (FGL).
- g) All electrical equipment shall be installed above the Highest Flood Level (HFL) and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.
- h) As per CEA Manual on Transmissions Planning criteria 2023, Line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

B.5.0 EXTENSION OF EXISTING SUBSTATION

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

Sl. No	Drawing Title	Drawing No./Details	Rev.
			No.
	400 kV Raichur S/s		
1.	Single Line Diagram	Drawings are awaited from the	
		owner of substation. Same will be	
		inserted on receipt.	
2.	General Arrangement	do	
3.	Earthmat Layout	do	
4.	Visual Monitoring System	do	
5.	Bus Bar Protection	do	
6.	Substation Automation System	do	epingeneping a transcription of the control
	(SAS)	uo	

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

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SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

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

The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele- protection in addition to one channel for speech plus data for each direction.

The communication services viz. SCADA, AGC (wherever applicable), VoIP, AMR and PMU have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation. PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.

Accordingly all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup RLDCs. The complete ISTS communication system commissioned by TSP under the RFP shall be the asset of ISTS and shall be available for usage of ISTS requirements as suggested by CTU from time to time.

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

C.1.0 Establishment of 400/220 kV Bijapur (Vijayapura) PS

- (I) TSP shall supply, install and commission 3 No. FODP (96F or higher) and 1 No. FODP (24F or higher) along with panel and approach Cable (24F each), Joint Box etc. with all associated hardware fittings from gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.
- (II) TSP shall supply, install and commission One or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum Thirteen (13) directions with MSP (Multiplex Section Protection 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among 400/220 kV Bijapur (Vijayapura) PS, Raichur New S/s, 10Nos. 220 kV line bays. The suitable DC Power Supply and backup to be provided for communication equipment.

- (III) FODP and FOTE equipment with panels shall be provided in Control Room of 400/220 kV Bijapur (Vijayapura) PS. FOTE and FODP Eq can be accommodated in same panel to optimize space.
- (IV) TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.
- (V) The maintenance of all the communication equipment and software thereof including FOTE, FODP, PMU, approach cable, DCPS alongwith Battery Bank and Firewall shall be the responsibility of TSP.

C.2.0 Bijapur PS - Raichur New 400 kV D/C line

On Bijapur PS – Raichur New 400 kV D/C line, TSP shall supply, install and commission One (1) No. OPGW cable containing 24 Fibres (24F) on one E/W peak and conventional earth wire on other E/W peak.

The TSP shall install this OPGW from gantry of 400/220 kV Bijapur PS up to the gantry of Raichur New 400 kV with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called **OPGW Hardware** hereafter) and finally terminate in Joint Boxes at end Substations. The transmission line length is **150 kms (approx.)**, where repeater may not be required to meet the link budget requirement of Bijapur PS – Raichur New 400 kV D/C link.

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

C.3.0 FOTE requirement at Raichur (New) S/s (for 2 Nos. of 400 kV Line bays)

- (I) TSP shall supply, install and commission 1 No. FODP (72F or higher) alongwith panel and required Approach Cable (24F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.
- (II) TSP shall supply, install and commission One STM-16 (FOTE) equipment alongwith panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection 1+1) with necessary interfaces to meet the voice and data communication requirement between 400/220 kV Bijapur (Vijayapura) PS, Raichur New S/s.. The suitable DC Power Supply and backup to be provided for communication equipment.
- (III) FOTE/FODP panel shall be installed in the new Bay Kiosk (Switchyard Panel Room (SPR)). The FOTE under present scope shall be integrated by TSP with the existing FOTE at control room of **Raichur (New)** S/s which shall be communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc. and optical interfaces/equipment in the existing FOTE/FODP panels in control room for integration with the existing FOTE for onwards data transmission.

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

- (IV) FOTE and FODP can be accommodated in same panel to optimize space.
- (V) The maintenance of all the communication equipment and software thereof including FOTE, FODP, approach cable, PMU, DCPS alongwith Battery Bank shall be the responsibility of TSP.

C.4.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install and commission required No. of Phasor Measurement Units (PMUs) at all the locations under the scope this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (along with all amendments if any), and all the applicable Regulations, Standards, Guidelines issued time to time. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating stations with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

C.5.0 Specific Requirement for NMS/ UNMS integration

The new communication equipment/ system under the present scope shall be compatible for integration with existing regional level NMS system/ Centralized Supervision and Monitoring System (CSMS) i.e. Regional UNMS. The local configuration of the new communication equipment at the station end shall be the responsibility of TSP as per **Annexure F.3**. The configuration work in the existing centralized NMS/ CSMS at Control center end, for integration of new communication equipment/ system shall be done by Regional ULDC Team/ NMT, however all the necessary support in this regard shall be ensured by TSP.

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

Appendix-F.1

Repeater Requirements

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

TSP shall co-ordinate for Space and DC power supply sharing for repeater equipment. TSP shall provide FODP, FOTE (with STM-16 capacity) with suitable interfaces require for link budget of respective link.

OR

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

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

OR

• If the repeater location is finalized on land near the transmission tower. TSP shall make the provisions for Land at nearby tower for repeater shelter. Further TSP shall provide 1 No. Approach Cable (48F) / UGFO (48F) with all associated hardware fittings to establish connectivity up to the location of repeater shelter.

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

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



Transmission System under "Transmission Scheme for integration of Bijapur REZ in Karnataka "

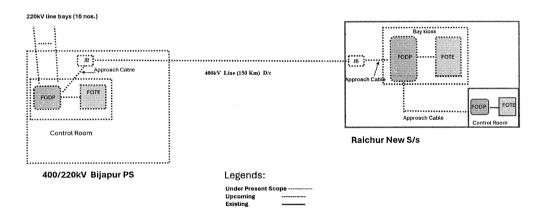


Figure F.1

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Annexure -F.1

Next Generation Firewall (NGFW)

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

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

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

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

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

Annexure F.2

Specifications of Next Generation Firewall (NGFW)

- NGFW shall have following features including but not limited to:
 Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) and Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/policies for block/allow, IP (Internet Protocol) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.
- 2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and UDP packets. It shall have the provision to define application control list based on application group and/or list.
- 3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching
- 4. Firewall shall have Management Console port to configure remotely.
- 5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
- 6. Firewall shall be rack mounted in existing standard equipment cabinets.
- 7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
- Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.
- 9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.
- 10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.
- 11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.
- 12. Firewall shall have the capability to configure sufficient number of VLANs.
- 13. Firewall shall have the capability to support sufficient number of sessions.
- 14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 Nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps



- 15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
- 16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.
- 17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
- 18. Shall support simultaneous operation with both IPv4 and IPv6 traffic
- 19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization
- 20. Firewall shall have the features of port as well as MAC based security
- 21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
- 22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.
- 23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.



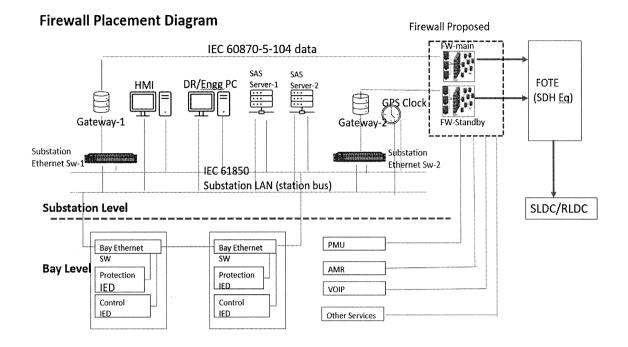


Figure F.2



Annexure F.3

Requirement for integration of Communication Equipment with Regional UNMS:

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



C.6.0 PLCC and PABX:

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

- Coupling device, Coupling filters, line traps, carrier terminals, protection couplers, HF cables,
 PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centres (RLDC/SLDC) etc.
- Coupling devices shall be suitable for phase-to-phase coupling for 400 kV Transmission lines. The pass band of coupling devices shall have sufficient marginfor 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 caseof 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 setof Digital protection
 coupler for both ends) shall be provided by TSP. PLCC to be provided for following lines under
 present scope:

SI.	Line name	PLCC configuration	
No			
1	Bijapur PS – Raichur New 400 kV D/C line	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.	

Further, CVT and Wave trap for all 400 kV and 220 kV line bays under present scope shall be provided by TSP.

- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 2 sets of 48V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10 hours battery backup and extended backup, if required.

Frequently Asked Queries:

1.0 <u>Transmission Line:</u>

- 1.1 Please clarify that whether shutdowns for crossing of existing transmission lines of POWERGRID/STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP on chargeable basis or free of cost.
 - **Reply:** Shutdowns for crossing of existing transmission lines of POWERGRID/ STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP by the concerned owner of the lines as per their own terms and conditions. As far as shutdown of ISTS lines are concerned the same can be availed by approaching respective Regional Power Committee.
- 1.2 We understand that the suggested swing angle criteria are applicable for Suspension Insulator in Suspension Tower. Further, you are requested to provide similar swing angle and clearance criteria for Pilot Insulator with Jumper and Jumper.
 - **Reply:** It is clarified that the swing angle criteria (as mentioned in RFP) for transmission lines is applicable for Suspension Insulator in Suspension Tower. Further, as per Clause 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.

2.0 Substation

2.1 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.

2.2 We presume that the O&M for the end Termination bays will be in the scope of the TSP and TSP shall not be liable for any payment towards O&M to the existing owner of the substation. Kindly confirm.

Reply: Operation and maintenance of the bays is solely responsibility of the TSP. TSP shall follow CEA,s "Operation and Maintenance (O&M) guidelines and Standard Format for Memorandum of Understating between New TSP and Existing TSP" issued by CEA vide its letter No. I/28514/2023 dated 22.06.2023. Copy of the guideline is available on CEA website at following link:

https://cea.nic.in/wp-content/uploads/pse___td/2023/06/om_guidelines.pdf

- 2.3 With reference to subject scheme of existing sub-station, we assumed following scope of work:
 - (a) We assumed internal road is available and need not to consider in the present scope of work.
 - (b) Drainage is available and need not to consider in the present scope of work.
 - (c) Cable trench extension in adjacent to Main cable trench only under present scope of work.
 - (d) Levelled area being provided by developer for bay extension.

Reply: Regarding requirement of internal road, drainage, cable trench, leveling of the bay extension area, bidder is advised to visit site and acquaint themselves with the provisions/facilities available at substation.

2.4 Kindly provide the soil investigation report of soil parameters of existing substation.

Reply: Bidder is advised to visit the substation site and ascertain the requisite parameters.

2.5 Kindly confirm, energy accounting of aux. power consumption. Whether it will be on chargeable basis or part of transmission loss.

Reply: It will be on chargeable basis.

2.6 We understand that VMS requirement is for unmanned stations only. For Manned stations VMS is not compulsory.

Reply: VMS shall be provided in line with requirements of RfP document.

2.7 It is understood that Construction water and power shall be provided free of cost to TSP by

- respective substation owner for construction of new bays.
- Reply: Arrangement of construction power and water is in the scope of TSP.
- 2.8 It is understood that existing fire hydrant system shall be extended by the TSP for bay extension.
 - Reply: Existing fire hydrant system shall be extended from existing system (if required)
- 2.9 Please clarify 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.
- 2.10 We understood that no any dedicated metering CT and CVT required for Line/feeders. Further, we understood that requisite Energy meters for various 765 kV, 400 kV and 220 kV Feeders shall be provided and installed by CTU free of cost to TSP.
 - **Reply:** Dedicated metering CT and CVT are not required for line/feeders. Metering core of existing CT/CVT can be used provided accuracy class 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).
- 2.11 It is understood that TSP to follow the RFP for Technical Requirement. Only interface drawings like CRP and SCADA shall be coordinated with existing S/S owner.
 - **Reply:** All necessary coordination shall be done with exiting s/s owner w.r.t interface along with augmentation required as per RfP.
- 2.12 We understand that there are only two communication channels, Chanel-1 for protection-1+ Speech via. PLCC, Chanel-2 for Protection-2 + data via. FOTE. Hence, we do not envisage any separate channel for speech + data as the same can be achieved with FOTE system. Therefore, we understand that TSP is allowed to implement best possible solutions accordingly. Kindly confirm
 - **Reply:** 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. Further, OPGW based terminal equipment shall be utilized for Speech+ Data.
- 2.13 We understand that one set of analog circuit protection coupler shall be for PLCC and another set for Digital protection coupler for FOTE. Kindly confirm.
 - **Reply:** 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. Further, OPGW based terminal equipment shall be utilized for Speech+ Data.

3.0 Communication

3.1 What are the usage of OPGW, FOTE, PMU etc. under communication requirement of RFP?

Reply: User shall be responsible for providing compatible equipment along with appropriate interface for uninterrupted communication with the concerned control center and shall be responsible for successful integration with the communication system provided by CTU.

Communication systems e.g. OPGW, FOTE, PMU etc. are required for grid operation through RLDC/SLDC, speech communication, tele-protection and tele-metering.

3.2 Is space for installation of communication panels are provided to TSP in existing Substations incase new bays are in the scope of TSP?

Reply: The space replated 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 Relay Panel Room.

In Case 132kV Substation TSP shall accommodate the said panels either by extension of existing Relay Panel Room or other arrangements.

3.3 How is the OPGW laying done in case of LILO lines?

Reply: In case LILO lines are on same towers (e.g. both Line in and Line Out portion are on same towers, generally done LILO of S/C lines). Then 2x24F OPGW shall be required to install by TSP on both earthwire peak on 400kV and 765kV lines where two E/W peaks are available. On 220 kV and 133 kV lines where only one E/W peak is available TSP to install one no. 48F OPGW.

Incase LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines). Then



1x24F OPGW shall be required to install by TSP on one earthwire peak, on both Line In and Line Out portions of 400 kV and 765kV lines. On 220 kV and 133 kV lines where only one E/W peak is available TSP to install one no. 24F OPGW in place of conventional earthwire.

3.4 How is the OPGW laying done in 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 and 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.



S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.			
1	RFP	Presently, details of L-1 bidder are not	The e-RA will be conducted as per SBDs and the
	"Final Offer" shall mean the Quoted	displayed on conclusion of e-RA if there is no	details of the successful bidder will be intimated only
	Transmission Charges, required to be	receipt of counterbids.	after conclusion of e-Reverse Auction (e-RA) process.
	submitted as part of the Financial Bid on the		In e-RA, two bidders cannot have same price bid as
	electronic bidding platform during the e-	In case, two bidders have quoted the same L1,	every bid has to be necessarily less than the previous
	reverse bidding stage. In case, no Final Offer	they would be under false impression of	bid. In case of Initial Offer as bids are encrypted, two
	is received during the e-reverse bidding	having L1 tariff of their own and may not offer	bidders may quote the same initial price offer. But in
	stage then the lowest "Initial Offer" shall be	further competitive offer. In such scenario, e-	e-RA even if a single bid is received, two bidders
	deemed to be the Final Offer;	RA shall end resulting in premature	cannot be at the same price offer. If the Initial Offer
		conclusion of e-RA process.	for two or more bidders is same and no bids are
			quoted in e-RA, the instant case seems to be
		It is requested to update the e-RA platform	hypothetical however in such case the decision of the
		accordingly to reflect the status of L1 bidder	competent authority shall prevail.
		under the above scenario.	
		For transparency of the competitive price	
		discovery through e-RA	
2	RFP document and TSA	Query-1	Definition of Project Assets is amply clear. The
			insurance proceeds will also be transferred by TSP.
	Provisions of RFP	Treatment of tax application at the end of the	The TSP shall ensure transfer of all project assets
		life of assets.	along with substation land, right of way and
	Clause 1.5		clearances to CTUIL or its successors or an agency as
		As per section 50C of Income tax act, in case	decided by the Central Government after 35 years
	The TSP shall ensure transfer of all project	sale consideration received or claimed to be	from COD of project at zero cost and free from any
	assets along with substation land, right of	received by seller on sale of land or building	encumbrance and liability.
	way and clearances to CTU or its successors	or both is less than value adopted by stamp	All the expenditure till the transfer of all project
	or an agency as decided by the Central	valuation authority (SVA), such value	assets along with substation land, right of way and
	Government after 35 years from COD of	adopted by SVA would become actual sale	clearances shall be borne by TSP.
	project at zero cost and free from any	consideration received or accruing to the	Any taxes, stamp duties and liabilities, as may be
	encumbrance and liability. The transfer shall	seller. Therefore, capital gain would be	applicable, has to be borne by the TSP.
	be completed within 90 days after 35 years	Valuation as per stamp valuation authority	
	from COD of project failing which CTU shall	reduced by cost/indexed cost of acquisition.	
	be entitled to take over the project assets Suo		

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.			
	moto.	Treatment of Capital tax and applicable TDS	
		to be clarified.	
	Provisions of TSA		
		Query-2	
	Definitions:		·
		Modality of transfer of assets to be defined.	
	"Project Assets" shall mean all physical and		
	other assets relating to and forming part of	In case only assets to be transferred then	
	the Project including:	application of stamp duty & other taxes and	
	(a) rights over the Site for substations, ROW	its treatment to be clarified.	
	for transmission lines;		
	(b) tangible & intangible assets such as civil	Query-3	
	works and equipment including		
	foundations, embankments, pavements,	Modalities for O&M, other expenditure etc.	
	electrical systems, communication	for the transition period of 90 days may be	
	systems, relief centres, administrative	confirmed.	
	offices, Substations, software, tower and		
	sub-stations designs etc;	Availability calculation for the said period?	
	(c) project facilities situated on the Site;		
	(d) all rights of the TSP under the project		
	agreements;	Query-4	
	(e) financial assets, such as receivables,		
	security deposits etc;	There could be delay in receipt of payment	
	(f) insurance proceeds; and	against receivables. Further, the TSP might	
	(g) Applicable Permits and authorisations	have some pending claims against insurance	
	relating to or in respect of the	company.	
	Transmission System;"		
	2.2.2 Post the Expiry Date of this Agreement,	How shall TSP receive these legitimate	
	the TSP shall ensure transfer of Project	pending claim or charges after transfer of asset	
	Assets to CTU or its successors or an agency	to CTU?	
	as decided by the State Government at zero	_	
	cost and free from any encumbrance and	Query-5	

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.			
	liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which CTU shall be entitled to take over the Project Assets Suo moto	Please confirm that any taxes or charges or cost to be borne by the TSP at the transfer time including sale at value lower than fair value shall be reimbursed to the TSP.	
		These costs are not known at this point of time and might be significant in amount. TSP cannot be exposed such charges.	
		Query-6	
		Modalities for O&M, other expenditure etc. for the transition period of 90 days may be confirmed.	
3	RFP Clause 2.7.2	The important timelines are mentioned in the table including shortlisting and announcement of Qualified bidder, proposed date of issuance of LoI, transfer of SPV etc.	The timelines for shortlisting of qualified bidders and subsequent conduction of e-RA shall be done as per timelines stipulated in the RFP.
		It is observed in the past that in case, there is extension in bid submission date, the revised timelines are not being provided regarding issuance of LoI, transfer of SPV etc.	
		Further, in case of delay in shortlisting of qualified bidders, it is requested to provide the updated dates of financial bid opening and date of conduction of e-RA etc., at least 1 week prior to financial bid opening, to enable	

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.		bidders to take appropriate action for participation in e-RA	
		It is requested to kindly provide the updated table in case of extension in bid submission date/ delay in shortlisting of qualified bidders.	
		For clarity and to comply with SBD requirement	
4	RFP	Role of BPC has to be complete.	The role of BPC ends with the transfer of SPV to the successful bidder.
	2.15.3 After the date of acquisition of the equity shareholding of SPV [which is under incorporation], 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	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 Nodal Agency, save for those which are related to and consequent to the bidding process adopted by the BPC	However, it may be noted that the BPC shall fulfil its responsibility of providing the certification from the Bid Evaluation Committee to enable the TSP to obtain Transmission license and adoption of Transmission charges.
	undertaken by the Nodal Agency,	The BPC shall not relinquish its role after the acquisition but shall have to undertake all activities including providing the certification from the Bid Evaluation Committee etc., and other requirements to enable the Bidder to obtain Transmission license and adoption of Transmission charges. Furthermore, any activity which has an origin traced to the BPC activity/process has to be owned by BPC and the TSP / LTTC is neither aware nor can be made responsible.	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
5	RFP	What are the obligations that the BPC has	The details of the contractual obligations (if any) of
	2.15.3 iv. contractual obligations undertaken	undertaken which needs to be fulfilled by the	BPC to be fulfilled by the TSP shall be intimated as
	by the BPC shall continue to be fulfilled by the TSP.	TSP?	per the provisions of RFP.
		2.15.3 iv. Contractual obligations undertaken	
		by the BPC shall continue to be fulfilled by the	
		TSP if only such contractual obligations have	
		been made available to the bidders 15 days	
		prior to the bid deadline.	
		Nature of contractual obligations cannot be	
		left open as the same is to be fulfilled by the	
		TSP.	
6	RFP & TSA	Query-1	This is as per the Standard Bidding Documents. No
			change is envisaged.
	Provision of RFP	We request you to consider at least 30 days'	
	0.15.4	time for completion of these activities.	
	2.15.4	0	
	Within five (5) working days of the issue of	Query-2 Definition of working day is not defined in the	
	the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the	Definition of working day is not defined in the TSA. Therefore, it is requested to define	
	Commission for grant of Transmission	working day to avoid ambiguity and litigation	
	License and make an application to the	later on	
	Commission for the adoption of		
	Transmission Charges, as required under	Within thirty (30) working days of the issue of	
	Section – 63 of The Electricity Act 2003	the acquisition of the SPV by the Successful	
	•	Bidder, the TSP shall apply to the Commission	
	Provision of TSA	for grant of Transmission License and make	
		an application to the Commission for the	
	3.1.1The TSP shall, within five (5)	adoption of Transmission Charges, as	
	working days from the date of acquisition of	required under Section – 63 of The Electricity	
	SPV by the Selected Bidder, undertake to	Act 2003	
	apply to the Commission for the grant of		

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S. No.	Clause No. and Existing provision	, Clarification required	Clarification or Amendment
	Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act		
7	RFP 2.15.6 If the TSP fails to obtain the Transmission License from the Commission, it will constitute sufficient grounds forannulment of award of the Project	In case TSP fails to obtain the Transmission License the reasons for the same have to be examined. 2.15.6 If the TSP fails to obtain the Transmission License from the Appropriate Commission, the treatment shall be as per provisions 3.3 of the TSA. Provisions of 3.3 of TSA provides for consequences for non-fulfilment of conditions subsequent. The provisions of RFP as such have to be reflective of TSA.	This is as per the Standard Bidding Documents. The provisions of RFP documents shall prevail.
8	RFP General	Kindly confirm: whether the Project / Elements are covered under "Generation linked Project" or "System Strengthening Project"	As per NCT and MoP notification, the name of the scheme is "Transmission Scheme for Integration of Bijapur REZ in Karnataka". The subject transmission scheme has been planned for evacuation of 2 GW RE power from Bijapur area.
9	RFP General	Kindly confirm: Whether the Project/ Elements are eligible for early commissioning incentive as per MoP, GoI order dated 15.07.2015.	The provisions in TSA pertaining to commissioning shall prevail which interalia covers the matter of preponing of CoD. The TSP may approach the Committee constituted by MoP vide its OM No. 15/1/2013-Trans dated 14.12.2021 to ensure smooth operationalization of the Policy for early commissioning.
10	RFP General	BPC is requested to confirm, whether the Project / Elements are covered under "Associated Transmission System (ATS)" or	The transmission scheme is identified for integration of RE potential in Bijapur area of Karnataka.

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.		"Common Transmission System (CTS)" or "Dedicated Transmission System (DTS)".	
11	RFP and TSA	As per RFP, the Contract Year shall start from the Scheduled CoD whereas as per TSA, the	The provisions of RFP and TSA are amply clear.
	The definition of Contract Year in RFP is as under: "Contract Year" shall mean the period beginning on the Scheduled COD, and	Contract Year shall start the CoD. As such, both the definitions are contradictory in nature.	
	ending on the immediately succeeding March 31 and thereafter each period of 12:	It is requested to clarify the correct definition of Contract Year.	
	And the definition of Contract Year in TSA is as under:	To avoid ambiguity.	
	"Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning on the COD, and ending on the immediately"		
12	TSA	There should be a provision in the TSA to cover the revenue loss that may be incurred by	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
	Clause no 2.3: Conditions prior to the expiry of the Transmission License	the TSP, in the case of the Appropriate Commission not granting extension of the Transmission License beyond the period of 25	
	2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the	years.	
	TSP shall be obligated to make an application to the Commission at least two (2) years before the date of expiry of the	The Transmission Charges to be quoted by the bidders would be based on the cash flow generated from the Project for 35 years and if,	
	Transmission License, seeking the Commission's approval for the extension of	for any reason not attributable to the TSP (including any change in law), the Transmission License is not extended by the	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
140.	the term of the Transmission License up to the Expiry Date.	Appropriate Commission beyond 25 years the TSP will suffer significant losses.	
	2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Nodal Agency fully informed about the progress on its application for extension of the term of the Transmission License.	The RFP / TSA should be suitably modified to provide security of continuation of the transmission business for at least 35 years.	
13	TSA 3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), c) To submit to the Nodal Agency, CEA & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date	As per clause 3.1.3 h, the EPC contracts to be awarded in 6 months. Whereas as per clause 3.1.3 c, TSP is required to submit Project Execution Plan after awards of Contracts within 120 days. TSP shall not be in a position to submit project plan within 120 days from effective date if the award of EPC contract is awarded after 120 days, but before 6 months period. As such, the timelines mentioned in above clauses are contradictory and the same may be reviewed.	Section 3.1.3 clearly states that period of 6 months is not applicable to clause (c).
	h) To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and shall have given to such Contractor an irrevocable notice to proceed;	For clarity	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
14	TSA	Suggested text to be added at the end of this Article:	This is as per the Standard Bidding Documents. The
		" The additional Contract Performance	provisions of TSA shall prevail.
	Clause 3.3.1: If any of the conditions	Guarantee, if any provided by the TSP for	
	specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3)	delay in fulfilment of condition subsequent,	
	Months in accordance with the	shall be returned by the CTUIL on fulfilment	
	provisions of this Agreement	of conditions subsequent by the TSP"	
	provisions of this Agreement	of conditions subsequent by the 151	
		The additional CPG is for specific default(s)	
		and once such default(s) cease to exist, this	
		additional amount of CPG should be	
		returned.	
		Additional CPG cannot be held back by the	
		CTUIL till COD of the Project.	
15	TSA	The terms and conditions for termination of	In such cases, provisions of Article 3.3.5 and Article
		the TSA under this Article, including the	13.6.1 of TSA shall apply.
	Clause no 3.3.4: In case of inability of the TSP	termination payment and status of the SPV,	
	to fulfil the conditions specified in Article	need to be provided in the TSA.	
	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,	TSA will be terminated and the CPG will be	
	may be extended for a period of such Force	returned.	
	Majeure Event. Alternatively, if deemed	Other expenses that would have been	
	necessary, this Agreement may be	incurred till the date of termination of the TSA	
	terminated by the Nodal Agency by giving a	including the Acquisition Price paid for	
	Termination Notice to the TSP, in writing, of	Acquiring the SPV and other incurred costs	
	at least seven (7) days, with a copy to CEA	shall also be explicitly stated. There should be	
	and the Lenders' Representative in order to	an explicit provision for refund of the	
	enable the Lenders to exercise right of	Acquisition Price, along with the other	
	substitution in accordance with Article 15.3	expenses incurred by the TSP / Selected	
	of this Agreement and the Contract	Bidder till such date of termination.	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	Performance Guarantee shall be returned as per the provisions of Article 6.5.1.		
16	3.3.4 Provided, that due to the provisions of this Article 3.3.4, If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9 11.7 (e) Available Relief for a Force Majeure Event	In case project suffers from Force Majeure event for a period less than 6 months, interest cost during construction may be considered. For project viability.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
	For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost,		
17	TSA 4.6 Interconnection Facilities:	It is understood that if interconnection facilities at the interconnection point is not available, whereas TSP has completed rest of the scope of the project, the project shall be	The provisions of TSA are amply clear and shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
140.	4.6.1 Subject to the terms and conditions of	considered as deemed COD and TSP shall be	
	this Agreement, the TSP shall be responsible	entitled to all the benefits envisaged under the	
	for connecting the Project with the	TSA.	
	interconnection point(s) specified in		
	Schedule 1 of this Agreement. The	For clarity.	
	Interconnection Facilities shall be developed		
	as per the scope of work and responsibilities		
	assigned in Schedule 1 of this Agreement.		
	The Nodal Agency shall be responsible for		
	coordinating to make available the		
	Interconnection Facilities.		
	4607		
	4.6.2 In order to remove any doubts, it is		
	made clear that the obligation of the TSP		
	within the scope of the project is to construct the Project as per Schedule-1 of this		
	Agreement and in particular to connect it to		
	the Interconnection Facilities as specified in		
	this Agreement.		
	tills rigiteriterit.		
18	TSA	Reference is drawn to the Order of CERC	The provisions of Article 6 of TSA are in line with the
		4/ADP/2016 dated 23.03.2016. Relevant extract	existing CERC Regulations and shall prevail.
	6.1 Connection with the Inter-connection	of the Order is reproduced hereunder:	
	Facilities:	_	·
	6.1.1 The TSP shall give the RLDC(s), CTU, /	"In the event the inter-connection facilities are	
	STU, as the case may be, and any other	not ready by SCOD or by revised SCOD (as	
	agencies as required, at least sixty (60) days	may be revised by the petitioner and the	
	advance written notice of the date on which		
	it intends to connect an Element of the	per MOP Policy) on account of non-readiness	
	Project, which date shall not be earlier than	of the upstream or downstream transmission	
	its Scheduled COD or Schedule COD	assets while the petitioner's transmission	
	extended as per Article 4.4.1 & 4.4.2 of this	system is ready for commissioning, the COD	

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.	Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency. 6.2.1 An Element of the Project shall be	of the transmission assets of the petitioner may be declared in accordance with the provisions of Article 6.2 of the TSA (to be known as "deemed COD") and the LTTCs/developers of the upstream and downstream assets shall be liable to pay the	
	declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2.	transmission charges from the deemed COD till the transmission assets are put into actual use." From above, it is seen that even in case of SCOD when the systems are declared deemed COD as per Article 6.2 of TSA, till the transmission assets are put into actual use, the transmission charges are liable to be paid by DICs/developers of the upstream and	
	Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared to have achieved their respective COD.	downstream assets. In such situations, it shall be construed that BPC has obtained consent of the DICs/Upstream / Downstream / Generators (as applicable) for payment of transmission charges.	
	6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, TSP shall be eligible for the Monthly Transmission Charges applicable for such Element.	Further, as per CERC order no. 104/MP/2018 dated 18 th September 2018, downstream was directed to pay transmission charges to TSP. Order of CERC 4/ADP/2016 dated 23.03.2016.	

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.			
19	TSA	Clause 6.3.1 (b) covers the loss on debt amount	This is a south of the deal Pillia December The
19	15A	which includes, due to Indirect Non-Natural	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
	Clause 6.3.1 (b)	Force Majeure Event or Natural Force Majeure	provisions of 15A sitali prevail.
	In case of delay due to Indirect Non-Natural	Event affecting the Nodal Agency, TSP is	
	Force Majeure Event or Natural Force	entitled for payment for debt service which is	
	Majeure Event affecting the Nodal Agency,	due under the Financing Agreements.	
	TSP is entitled for payment for debt service	However, any loss on the equity is not covered	
	which is due under the Financing	in the above clause.	
	Agreements, subject to a maximum of	The district changes	
	Transmission Charges calculated on Target	In order to compensate for the loss due to	
	Availability, for the period of such events in	Indirect Non-Natural Force Majeure Event or	
	excess of three (3) continuous or non-	Natural Force Majeure Event affecting the	
	continuous Months in the manner provided	Nodal Agency, compensation to both equity	
	in (c) below.	as well as debt to be covered as per clause 6.3.1	
		(a).	
20	TSA	Any changes in CERC regulations, which	This is as per the Standard Bidding Documents. The
	,	have an implication on Billing cycle and/or	provisions of TSA shall prevail.
	10 BILLING AND PAYMENT OF	cost implication to the TSP due to change in	
	TRANSMISSION CHARGES	rebate and late payment surcharge, the same	
		shall be allowed to be recovered under	
	10.3 Rebate & Late Payment Surcharge	Change in law.	
21	TSA	Subject to provisions of this Article 10, the	This is as per the Standard Bidding Documents. The
		Monthly Transmission Charges shall be paid	provisions of TSA shall prevail.
	Clause no. 10.1: Subject to provisions of this	to the TSP, in Indian Rupees, on monthly basis	
	Article 10, the Monthly Transmission	as per the provisions of the Sharing	
	Charges shall be paid to the TSP, in Indian	Regulations, from the date on which an	
	Rupees, on monthly basis as per the	Element(s) has achieved COD or deemed to	·
	provisions of this agreement, from the date	have achieved COD until the Expiry Date of	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.	this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement As per clause 6.2 of the TSA, the TSP is eligible for payment of Transmission charges from the date of deemed COD.	
22	TSA 11.4 Force Majeure Exclusions 11.4.1 (g) Any error or omission in the survey report provided by BPC during the bidding process.	The survey report furnished by BPC has to be accurate and any error or omission has to be owned by the BPC. Professional fees including fees for survey report is also claimed by BPC.	BPC appoints designated survey agencies to conduct survey, prepares the Survey Report and furnish the same to bidders. Bidders may refer clause 2.5.7.3 of RFP.
23	TSA Clause 12.1.1 Clause 12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP	It is mentioned that in case any change in law event occurs on bid submission date or just prior to bid submission date, the bidders shall not have adequate time to understand the cost implication of such change in law event. Bidders cannot be exposed to such uncertainties and thereafter it is requested to consider any event after 7 days prior to bid deadline as Change in Law event. Furthermore, the bid submission is fixed at 12 noon. Whereas change in event could happen during the day even after 12 noon. Such clause can have serious implications on the viability of the project.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
24	TSA	Any tax applied on the income or profits of the TSP need to be covered under change in law.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail. Further, please refer Clause 2.5.7 of RFP.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:	Tax is an element beyond the control of the TSP.	
	a. Taxes on corporate income; and; and	Change in tax or introduction of any tax is covered under change in law. Tax rate applicable on the income or profits of	
	b. Withholding tax on income or dividends distributed to the	the TSP is beyond the control of the TSP and to assume the same for 35 years shall be a risk	
	shareholders of the TSP.	which is best assumed by the LTTCs accordingly this is to be reviewed.	
25	TSA	Kindly furnish the methodology of calculation of valuation of project asset.	Valuation of project assets shall be done as per the prevailing industry practices.
	Clause 13.7	For clarity	Further, please refer Clause 18.2.e. of TSA
	If Agreement is terminated on account of Force Majeure Events, nonrequirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets		
26	TSA Clause 10.1.2.1	Timelines for payment of transmission charges is linked to "due date". However, the "due date" is not defined in the TSA.	Clause not applicable to this Transmission Scheme.
	10.1.2.1 1 Any amount payable under an Invoice shall be paid in immediately available and freely transferable clear funds, for value on or before the Due Date, to such	It is requested to provide the definition of "due date" to avoid confusion and litigation. For clarity	

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.	account of the TSP or Long Term		
	Transmission Customer as shall have been		
	previously notified to Long Term		
	Transmission Customer or the TSP, as the		
	case may be		
	10.3 Rebate & Late Payment Surcharge:		
	10.3.1 Rebate: 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 two 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.		
	and		
	others		
27	RFP	As per QR, the capital expenditure under	This is as per the Standard Bidding Documents. No
		reference shall be as capitalised and reflected	change is envisaged.
	Clause 2.1.2	in the audited books of accounts of	
		Technically Evaluated Entity.	
L			

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	" Experience of development of projects in the Infrastructure Sector in the last five (5)	In above regard, please clarify the following:	·
	years with aggregate capital expenditure of	Whether entire capital expenditure of various	
	not less than Rs Crore or equivalent	Project(s), meeting the value-wise threshold	
	USD (calculated as per provisions in Clause	requirements of QR, as capitalised in last five	
	3.4.1). However, the capital expenditure of	years in the audited books of accounts of	
	each project shall not be less than Rs	Technically Evaluated Entity, shall be	
1	Crore or equivalent USD (calculated as per	considered;	
	provisions in Clause 3.4.1	OB	
	For this purpose, capital expenditure	OR	
	incurred on projects that have been	Whether only the capital expenditure	
	commissioned/ completed at least seven (7)	incurred in the last five years of such	
	days prior to Bid Deadline shall be	Project(s), capitalised in last five years in the	
	considered. The capital expenditure	audited books of accounts of Technically	
	discussed above shall be as capitalized and	Evaluated Entity, shall be considered.	
	reflected in the audited books of accounts of	•	
	the Technically Evaluated Entity".	For more clarity for submission of appropriate	
		QR credentials	
28	RFP	Verification of issued bid bond is done by the	The requisite information shall be provided before
		beneficiary bank of the BPC through SFMS	bid submission.
	Clause 2.11	platform from the issuing bank of the bidder.	
	Each Bidder shall submit the Bid	In above regard, BPC is requested to provide	
	accompanied by Bid Bond issued by any of the Banks listed in Annexure-17. The Bid	following details.	
	Bond shall be valid for a period of thirty (30)	- Bank account detail of beneficiary	
	days beyond the validity of the Bid.	alongwith IFSC code and Branch address - Unique Identifier of the beneficiary (if	
	days beyond the validity of the bid.	applicable) (The unique identifier needs to	
		be incorporated by the issuing bank in	
		Field 7037 of the IFIN 760 COV/IFIN COV	
		while transmitting verification messages to	
		the Beneficiary Bank through SFMS).	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
140.		Bidder needs information for issuance of Bid Bond	
29	RFP Annexure 14 (Format of the Bid Bond) Addressee details are not mentioned in the beginning of the format	Addressee details to whom Bid Bond is to be addressed are not mentioned in the Bid Bond Format. It is requested to mention the followings at starting of the format:	Bid Bond is to be addressed to PFC Consulting Limited.
	Annexure 14 (Format of the Bid Bond) "In consideration of the"	Annexure 14 (Format of the Bid Bond) "To, Designation of officer Name of BPC Address of BPC	
		In consideration of the"	
30	RFP	BPC to get the GST registration and GST TAN registration in the name of SPV in the	Presently, the GST registration of the SPV was not being done by the BPC as there is no income of SPV
	Clause 1.6.2.2 – The details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project shall be handed over to the TSP on an as-is-where-is basis, so that	State of Project execution where supply of Goods and Services shall take place. For immediate commencement of execution of work by the SPV upon acquisition by the successful bidder.	and are in compliance to GST laws.
	it may take further actions to obtain Consents, Clearances and Permits	successial blader.	
31	SPA	As per clause 1.2 (i) of the Share Purchase agreement, BPC is required to provide	Audited Financial Statements shall be furnished post completion of audit by the auditors.
	Clause 1.2 (i)	audited financial statement as on the closing date for adjustment, if any, in regard to	
	"Acquisition Price" shall mean INR (Rupees	aggregate consideration for acquisition of the SPV.	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
, ·	only) [Insert the value of the Acquisition Price, both in figures and in words respectively], which is the aggregate consideration payable by the Selected Bidder towards purchase of the Sale Shares at par along with assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;	It is requested to BPC to furnish audited financial statement within 15 days of the closing date. Audited financial statement is required for accounting in the books of successful bidder to ascertain acquisition price on closing date. An undertaking that the audited financial statements shall be provided within 15 days from the closing date may be furnished by BPC for making the payment of acquisition	
32	ANNEXURE 3 - FORMAT FOR EVIDENCE OF AUTHORIZED SIGNATORY'S AUTHORITY	price by successful bidder.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.
	Know all men by these presents, We	In case corporate office of the bidder is in different state than that of its registered office, can the bidder execute the Power of Attorney in the state of its corporate office? For clarity and simplification of bidding process	
33	ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:	Kindly provide the element wise break up for determining the transmission charges based on availability For clarity and determination of tariff during operation	The element wise break up, if applicable, shall be provided separately. However, all the elements are interdependent and therefore shall be commissioned simultaneously. Further, the recovery of transmission charges shall be as per CERC Sharing Regulations.

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S. No.	Clause No.	and Existin	g provision	Clarification required	Clarification or Amendment
	Name of the	Schedule	% of Quoted		
	Transmission	d	Transmission		
	Element	COD	Charges		
			recoverable on		
			Scheduled COD		
			of the Element		
			of the Project		·
	Establishmen	24	100%		
	t of 400/220	months			
	kV 5x500	from			
	MVA Pooling	SPV			
	Station near	transfer			
	Bijapur				
	(Vijayapura),				
	Karnataka				
	Bijapur PS –				
	Raichur New				
	400 kV (Quad				
	ACSR moose)				
	D/C line				·
	2x125MVAr				
	420 kV bus				
	reactors at				
	Bijapur PS		L		
34	Clause No. 2.5	, Section	ı – II of RFP	2.5 The Bidding Process	The provisions of RFP and TSA are amply clear in this
	Documents				regard.
	0.F.T. D: 1.1:	n		••••	
	2.5 The Bidding	Process		FFI 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
				The initial period for conducting the e-reverse	
				bidding should be 2 hours which will be	
				extended by 15 minutes from the last received	
				bid time, if the bid is received during the last	

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.	to the part of the beautiful to the part of the part o		
	The initial period for conducting the e-	15minutes of the scheduled or extended bid	
	reverse bidding should be 2 hours which will	time. Subsequently, it will be extended again	
	be extended by 30 minutes from the last	by 15 minutes from the latest received bid	
	received bid time, if the bid is received	time.	
	during the last 30 minutes of the scheduled		
	or extended bid time. Subsequently, it will be	In case e-Reverse Bidding is not completed	
	extended again by 30 minutes from the latest	by 20:00 Hrs (IST), then the e-Reverse	
	received bid time.	Bidding shall be paused and will resume on	
		the next working day at 10:00 Hrs (IST). The	
		prevailing L1 bidder at the time of pause on	
		the previous day shall continue to be the L1	
		bidder at resumption of e-Reverse Auction.	
		On resuming, the e-Reverse Bidding shall	
		conducted for 60 minutes, which will be	
		extended by 15 minutes from the last	
		received bid time, if the bid is received	
		during the last 15minutes. Subsequently, it	
		will be extended again by 15 minutes from	
		the latest received bid time.	
		The above shall continue till the e-Reverse	
		Bidding gets concluded.	
		As per revised Standard Bidding Documents,	
		the bidders are required to quote single	
		annual Transmission Charge from the date of	
		SCOD of the project till expiry date in initial	
		bid and in the e-RA. During e-RA, the initial	
		time period for e-RA is 2 hours with extension	
		of 30 minutes from last bid.	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
		In this regard, it is submitted that the bidder is required to quote single number as annual transmission charges. Further, there is option for automatic reduction in e-RA portal. Therefore, the extension of 30 minutes from last bid submission may be reduced to 15 minutes.	
		Further, in case the bidding extends beyond office hours, the e-RA may be paused and resumed on the next working day as being followed by major eps providers including Mjunction etc.	
35	RFP & TSA General	We request you to clarify whether there are any deviations/addition in the RFP/TSA documents from the Standard Bidding documents (SBD) and if any, whether approval for the same has been taken or not. Please provide the list of the same, if any.	The RFP/ TSA Documents are as per the Standard Bidding Documents (SBDs) and subsequent amendments issued by the Ministry of Power, GoI.
36	RFP General	Please let us know the status of Regulatory Approvals for the project. SPV Acquisition is linked to regulatory approval and it is very important to get the clearance before RFP Submission as this will impact the initiation of projects.	Transmission system is approved as per MoP Electricity (Transmission System Planning, Development and Recovery of Inter-State Transmission Charges) Rules, 2021. Regulatory approval would not be required for implementation of any ISTS project after approval by MoP.
37	RFP	We request you to let us know the status of TSA signing. SPV Acquisition is linked to TSA Signing and it is very important to get the clearance before RFP Submission as this will impact the initiation of projects	As per revised TBCB Guidelines and SBDs issued by MOP, TSP on the date of acquisition of SPV from the BPC will enter into a Transmission Service Agreement (TSA) with the Nodal Agency i.e., CTUIL

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No. 38	RFP	It is requested you to kindly provide present	Application filed to get approval for laying of
50	Clause 1.6.2.1 (2):	status of process initiated by BPC with regard	Overhead Transmission Lines under Section 68. The
	To obtain approval for laying of overhead	to section 68 approval.	same shall be shared with the successful bidder.
	transmission lines under Section 68 of	to seed on so approval.	Same share of shared with the successful blader.
	Electricity Act, from the Government at least		
	twenty (20) days prior to Bid Deadline.		
39	RFP	It is requested you to kindly provide present	Bidders may refer the issued Survey report in this
	Clause 1.6.2.1 (4):	status of Forest Clearances if any transmission	regard. Further, necessary applications/letters for
	To initiate process of seeking forest	line corridor area falling in wildlife forest /	forest clearances have been shared with the
	clearance, if required.	reserve forest/ mangroves.	appropriate authorities to get necessary approval.
40	RFP	Please provide copy of all such document	The necessary support shall be provided on case to
	Clause 1.6.2.2:	available with you from the State Government	case basis.
		and/or Ministry of Power and/or kindly	
	The details and documents as may be	facilitate for State Support Agreement.	
	obtained by the BPC/ project specific SPV in	·	
	relation to the Project shall be handed over to		
	the TSP on an as-is-where-is basis, so that		
	it may take further actions to obtain		
	Consents, Clearances and Permits		
41	RFP	We request you to share all such documents or	The necessary documents shall be provided on case
	Clause 1.10	correspondence happened with MOP and	to case basis.
	The Ministry of Power and the appropriate	State Government, this will help the TSP is	
	state government(s) shall provide their	taking further approvals for the project.	
	support to the TSP, on best endeavor basis,		
	in enabling the TSP to develop the Project.		
42	RFP	BPC is requested to provide the list of details	BPC will provide all the requisite documents/
	Clause 1.12	& documents to be handed over to the	certifications under the Guidelines and the Standard
	Once the Successful Bidder is selected, the	Successful Bidder.	Bidding Documents to the Successful Bidder at the
	details and documents as may be obtained		time of transfer of SPV.
	by the BPC/ project specific SPV in relation		
	to the Project, shall be handed over to the		
	Successful Bidder on as is where basis, so		

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
43	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. RFP Clause 2.15.2 Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall: a) provide the Contract Performance Guarantee in favour of the Nodal Agency as per the provisions of Clause 2.12 b) execute the Share Purchase Agreement and the Transmission Service Agreement c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of [Insert the name of the SPV] from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities;	BPC will appreciate that the completion of said activities by the Selected Bidder within ten (10) days after issuance of LoI is very stringent. Also, execution of SPV / signing of share purchase agreement is not within the control of TSP as it is dependent on certain regulatory approvals as well. We therefore request to consider at least 30 days' time for completion of these activities as well as provide a carve out for consequences if the delay is not on account of TSP.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.
44	RFP Clause 2.15.2 Stamp duties payable on purchase of one hundred percent (100%) of the equity	We request you to provide Applicable Stamp Duty Charges and Amount of Stamp Paper for the following agreements: i. Transmission Service Agreement ii. Share Purchase Agreement	As per the Delhi Stamp duty Schedule 1A, stamp duty payable on Share Purchase Agreements and Transmission Service Agreement respectively is Rs. 1,000/- and Rs.50; however, all such agreements also include separate agreements in respect of Arbitration,

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	shareholding of [Insert the name of the SPV],	iii. Power of Attorney	Indemnity, guarantee, etc. and stamp duty on these
	along with all its related assets and	iv. Share Transfer Form	separate items are also considered for the total stamp
	liabilities, shall also be borne by the Selected	It will be helpful if you can specify the name	duty payable. Therefore, based on these identified
	Bidder.	of 1st party and 2nd party for purchase of	stamp duties and taking some extra ones, the stamp
		stamp papers.	duty of Rs. 1200 and 500 has been considered for
			Share Purchase Agreements and Transmission
			Service Agreement, respectively. This is a customary
	·		practice and we are fine with the same. Three agreements will be signed in original, therefore
			separate stamp duty is payable on each of the
			agreement
45	RFP	Clause 2.15.4 may be reworded as below -	Five days' time period is as per the Standard Bidding
13	Clause 2.15.4	Within ten (10) working days of the issue of	Documents. The provisions of RFP shall prevail.
	Within five (5) working days of the issue of	the acquisition of the SPV by the Successful	
	the acquisition of the SPV by the Successful	Bidder, the TSP shall apply to the Commission	
	Bidder, the TSP shall apply to the	for grant of Transmission License and make	
	Commission for grant of Transmission	an application to the Commission for the	
	License and make an application to the	adoption of Transmission Charges, as	
	Commission for the adoption of	required under Section – 63 of The Electricity	·
	Transmission Charges, as	Act 2003.	
	required under Section – 63 of The Electricity	The condition to apply for grant of	
	Act 2003.	transmission license and make application for	·
		adoption of transmission charges within 5	
		days is onerous. Request to please change the	
		relevant provisions as per the suggested text in RFP and TSA.	
46	RFP	It is requested to kindly clarify as to what will	This is as per the Standard Bidding Documents. The
40	Clause 2.15.5	be the consequences if the Selected Bidders	provisions of RFP shall prevail.
	If the Selected Bidder / TSP fails or refuses to	fails to comply with any of Its obligations	Further, the provision for extension provided in
	comply with any of its obligations under	under 2.15.2, 2.15.3 and 2.15.3 due to reasons	Clause 2.15.2 of RFP document shall be applicable.
	Clauses 2.15.2, 2.15.3 and 2.15.4, and	beyond the control of or not attributable to	11
	provided that the other parties are willing to	Selected Bidder / TSP.	

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Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission Service Provider through tariff based competitive bidding process to establish tariff based competitive bidding pr

S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	execute the Share Purchase Agreement and PFC Consulting Limited is willing to sell the entire equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, to the Selected Bidder, such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the BPC / its authorized representative(s) shall be entitled to invoke the Bid Bond of the Selected Bidder.	As the consequences for failure to comply the obligations under 2.15.2, 2.15.3 and 2.15.3 is the cancellation of Letter of Intent (LOI). We request you to reconsider the same as it would be unfair if LOI of selected bidder is cancelled due to reasons beyond its control.	
47	RFP Clause 2.4.3 The amendment to the RFP shall be notified to all the Bidders through the electronic bidding platform and shall be binding on them.	We understand that the BPC will also continue to share amendments / corrigendum through emails as per the current practice.	Amendments/ Corrigendum are available on BPC website and same is also shared separately through email with the bidders.
48	RFP Clause 3.6.1 However, if no bid is received during the ereverse bidding stage then the Bidder with lowest quoted initial transmission charges ("Initial Offer") during e-bidding stage shall be declared as the Successful Bidder.	We request you to clarify, if two or more bidders quote the same initial offer which turns out to be prevailing lowest levelized tariff and no further discount is offered by any bidder during e-reverse auction. In such case what will be the modality BPC will follow for award of project. BPC to confirm	If the Initial Offer for two or more bidders is same and no bids are quoted in e-RA, the instant case seems to be hypothetical however in such case the decision of the competent authority shall prevail.
49	RFP General	We request you to kindly accept the Board resolutions passed by Management Committees formed by the Board of Directors of Bidding Company and TEE/ affiliate respectively and duly authorized by the Board of Directors for participation in various	The Board Resolutions passed by the Management Committee with duly authorized from the Board of Directors may be considered as per the provisions of RFP.



S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.			
		tenders issued by Govt. authorities in	
İ		response to the RFP submission.	
		The board meeting of Bidding Company/TEE	
		may not be scheduled till RFP submission.	
		Thus, we request you to kindly consider the	
		board resolution passed by the management	
		committee formed by the board of directors'	
		w.r.t. Authorization from Bidding Company	
		and TEE.	
50	RFP	We understand that the declaration and	The declaration and details with respect to Clause
	ANNEXURE 22 – FORMAT FOR	details with respect to conviction and	2.1.9 of RFP is to be provided by the bidding company
	AFFIDAVIT	investigation is to be provided for Affiliate/	including Affiliate / Parent company of the Bidding
		Parent company of the Bidding company only	company being used for meeting financial/technical
		if such an Affiliate / Parent company is being	qualification requirements as per Annexure 22 of the
		used for meeting financial/ technical	RFP document.
		qualification requirements.	
51	KFP	It is requested you to kindly clarify whether	This is as per the Standard Bidding Documents. The
	Clause 1.6.1.5	process of obtaining authorization U/s 164 of	provisions of RFP shall prevail. Further, as per the
	The TSP shall seek approval under Section	Electricity Act, 2003 would be initiated by	provisions of RFP, TSP shall initiate the process for
	164 of Electricity Act, from CEA after	BPC.	obtaining approval U/s 164.
	acquisition of [Insert the name of the SPV],	It may be appreciated that obtaining approval	•
	The approval shall be granted by CEA	U/s 164 takes considerable time. In the interest	
	generally within 30 days but in no case later	of timely completion of project, it is suggested	
	than 45 days from the date of receipt of	that BPC may initiate the process U/s 164.	
	application (complete in all aspects).		
52	RFP	ssssAs per the draft of integrity pact	Transmission scheme name is mentioned in
	ANNEXURE B – Draft Pre-Award Integrity	ANNEXURE B in 2 nd Paragraph the project	Annexure B - Draft Pre-Award Integrity Pact. Kindly
	Pact	name is missing "WHEREAS the BPC is	refer the same.
		conducting the bidding process for selection of	
		bidder as Transmission Service Provider (TSP),	
		who will be responsible to set up the transmission	
		project on build, own, operate and transfer	

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.	Section 15 (Europe 1997)	(DOCT) I i I I I I I I I I I I I I I I I I I	
		(BOOT) basis and to provide Transmission	
		Service".	
		Clarify to bidder if the project name should be	
		added or bidder should submit as it is.	
ŀ		It is suggested that BPC may initiate the	
•		process for obtaining approval U/s 164 based	
	TO A	on the survey undertaken by BPC.	
53	TSA	In view of the rationale provided here, it is	This is as per the Standard Bidding Documents. The
	Article 3.3.1	requested to amend the provision regarding	provisions of TSA shall prevail.
	If any of the conditions specified in Article	refund of additional CPG on fulfillment of	
	3.1.3 is not duly fulfilled by the TSP even	Conditions Subsequent.	
	within three (3) Months after the time	Additional CPG shall be recovered for the	•
	specified therein, then on and from the	non-fulfillment of Conditions Subsequent.	
	expiry of such period and until the TSP has	However, this additional CPG is then forming	
	satisfied all the conditions specified in	part of CPG and is being retained by Nodal	
	Article 3.1.3, the TSP shall, on a monthly	Agency.	
	basis, be liable to furnish to Central	Considering the fact that additional CPG is	
	Transmission Utility of India Limited (being	consequential guarantee for performance	
	the Nodal Agency) additional Contract	related to condition subsequent, it is	
	Performance Guarantee of Rs. 3 Crore	requested to review the provision and amend	
	(Rupees Three Crore Only) within two (2)	the provision to refund the additional CPG on	
	Business Days of expiry of every such	fulfillment of Conditions Subsequent.	
	Month. Such additional Contract		
	Performance Guarantee shall be provided to		
	Central Transmission Utility of India		
	Limited (being the Nodal Agency) in the		
	manner provided in Article 3.1.1 and shall		
	become part of the Contract Performance		
	Guarantee and all the provisions of this		
	Agreement shall be construed accordingly.		
	Central Transmission Utility of India		
L	Limited (being the Nodal Agency) shall be		

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.			
	entitled to hold and / or invoke the Contract		
	Performance Guarantee, including such		
	additional Contract Performance Guarantee,		
	in accordance with the provisions of this		
54	Agreement.	TCD :	The internal of the Country of the C
34	Article 4.4 Extension of Time	TSP is required to obtain certain clearances/	This is as per the Standard Bidding Documents. The
	Article 4.4 Extension of Time	approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and	provisions of TSA shall prevail.
		•	
		approval for adoption of tariff etc. In case if there is any delay in these approvals beyond	
		stipulated time, such delay shall be	
		considered for extension of SCOD of the	
		project and any consequential increase in cost	
		shall be allowed through appropriate	,
		adjustment in the tariff.	
		,	
		Clearances/ approval such as authorization u/s 164, Forest clearance, Grant of	
		Transmission License and approval for	·
		adoption of tariff are not within the control of	
		TSP once it has been applied after fulfilling all	
		the necessary compliance, any consequential	
		delay is required to be allowed.	
55	TSA	TSP cannot be burdened with impact of	This is as per the Standard Bidding Documents. The
55	Article 5.1.2	unsuitability of the site or transmission line	provisions of TSA shall prevail.
	The TSP acknowledges and agrees that it	route due to reasons beyond control.	provisions of 13A shall prevail.
	shall not be relieved from any of its	Therefore, suitable revision may be carried	
	obligations under this Agreement or be	out in clause 5.1.2.	
	entitled to any extension of time or any	There may be number of reasons for	
	compensation whatsoever by reason of the	unsuitability of the site or transmission line	
	unsuitability of the Site or Transmission Line	route which are beyond control of the TSP.	
	route(s).	Todae Which are beyond control of the 151.	
L	10010(3).		

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.		For such instances, suitable extension of time and appropriate adjustment in tariff shall be provided.	
56	TSA Article 5.6 Site regulations and Construction Documents The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement The TSP shall retain at the Site and make available for inspection at all reasonable times copies of the Consents, Clearances and Permits, construction drawings and other documents related to construction.	Inspection of Construction drawings and other documents related to construction may be deleted from clause no. 5.6. Construction drawings and few specific documents may be proprietary/ confidential and is against commercial interest of the TSP.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
57	TSA Article. 6.4.1 Liquidated Damages for Delay in achieving COD of Project by TSP.	If the TSP fails to achieve COD for any Element of the Project or for the Project by SCOD, then the TSP is required to pay liquidated damages. It is noted that, Clause 6.4.1 of the TSA does not exclude delays caused due to a Force Majeure or Nodal Agency's default. This may well be a drafting oversight and may be clarified. The TSP should also not be liable to pay liquidated damages in the event the delay is not attributable to the TSP. Accordingly, it may be clarified that no damages will be payable in the event the delay is on account of Force Majeure or Nodal Agency's default.	This is as per the Standard Bidding Documents. The provisions of Article 11 of TSA shall prevail.
58	TSA Article 11.3 Force Majeure	Underlined text may be added under Article 11.3:	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	A 'Force Majeure' means any event or	A 'Force Majeure' means any event or	
	circumstance or combination of events and	circumstance or combination of events and	
	circumstances including those stated below	circumstances including those stated below	
	that wholly or partly prevents or	that wholly or partly prevents or unavoidably	
	unavoidably delays an Affected Party in the	delays an Affected Party or makes	
	performance of its obligations/ roles under	performance of obligation commercially	
	this Agreement, but only if and to the extent	unviable for the Affected Party in the	
	that such events or circumstances are not	performance of its obligations/ roles under	
	within the reasonable control, directly or	this Agreement, but only if and to the extent	
	indirectly, of the Affected Party and could	that such events or circumstances are not	•
	not have been avoided if the Affected Party	within the reasonable control, directly or	
	had taken reasonable care or complied with	indirectly, of the Affected Party and could not	·
	Prudent Utility Practices:	have been avoided if the Affected Party had	•
		taken reasonable care or complied with	
		Prudent Utility Practices:	
59	TSA & RFP	The blacklisting of TSP for a period of 5 years	This is as per the Standard Bidding Documents. The
	Provisions in TSA	for default, failure to complete conditions	provisions of TSA shall prevail.
	(Provision related to non fulfilment of condition	subsequent & annulment of award, and for	
	subsequent)	indefinite period for error in online and	
	3.3.6	physical submission is onerous and harsh on	
	The Nodal agency, on the failure of the TSP	TSP.	
	to fulfil its obligations, if it considers that	TSP's event of default covers a lot of activities,	
	there are sufficient grounds for so doing,	and if TSP fails to comply with even one	·
	apart from invoking the Contract	activity, TSP is at risk of getting blacklisted.	
	Performance Guarantee under para 3.3.3	Further, TSA provides discretionary right to	
	may also initiate proceedings for blacklisting	Nodal agency to decide whether TSP would	
	the TSP as per provisions of Article 13.2 of	be blacklisted.	
	TSA.	In case of discrepancy in submission, it is	
	(Termination procedure for TSP event of default)	requested that BPC shall seek clarification	
	13.2	from bidder and upon failure to provide	
	Further, the Nodal Agency may also initiate	clarification and complete investigation only,	
	proceedings to blacklist the TSP & its	The second secon	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	Affiliates from participation in any RFP	should construe such activity as fraudulent	
	issued by BPCs for a period of 5 years.	practice.	
	Provisions in RFP	Hence it is requested to include blacklisting	
	(Non fulfilment of Obligations by TSP post	only in extreme cases and provide definite	
	issuance of LoI and post acquisition of SPV)	guidelines on Nodal Agency's right to	
	2.15.8	blacklist bidders. Also in RFP, blacklisting for	
	The annulment of the award, under Clause	annulment of project award would be done by	
	2.15.5 or 2.15.6 of this RFP, shall be sufficient	government, while in other cases it would	
	grounds for blacklisting the bidder, whose	done by Nodal Agency. It is requested that	
	award has been annulled, for a period of five	blacklisting rights shall only reside with	
	years or more, as decided by the National	government.	
	Committee on Transmission, provided that		
	the blacklisting shall be done only after		
	giving the bidder an opportunity for		
	showing cause.		
	(Discrepancy in online and physical submission		
	of selected bidder)		
	3.6.1		
	In case, there is a discrepancy between the		
	online submission and physical documents,		
	the bid would be out rightly rejected and the		
	bidder shall be construed to have engaged in		
	the fraudulent practice as defined in Clause		
	2.19.3 with consequences as mentioned in		
	Clause 2.19.2. Further, in such a case, the		
	provisions of Clause 2.5.6 (j) shall apply.		

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
60	TSA	13.3 Procedure for Nodal Agency's non-	This is as per the Standard Bidding Documents. The
	13.3 Procedure for Nodal Agency's non-	fulfilment of Role	provisions of TSA shall prevail.
	fulfilment of Role	a. Upon the Nodal Agency not being able to	•
	a. Upon the Nodal Agency not being able to	fulfil its role under Article 4.2. The TSP may	
	fulfil its role under Article 4.2. The TSP may	serve TERMINATION notice on the Nodal	
	serve notice on the Nodal Agency, with a	Agency, with a copy to CEA and the Lenders'	
	copy to CEA and the Lenders'	Representative (a "TSP's Preliminary	
	Representative (a "TSP's Preliminary	<u>Termination</u> Notice").	
	Notice"), which notice shall specify in	The contract clauses as per TSA favors the	
	reasonable detail the circumstances giving	Nodal Agency. All the termination rights are	
	rise to such non-fulfillment of role by the	provided to Nodal Agency and the agreement	
	Nodal Agency.	does not provide the other party (TSP) right to	
		terminate in case of default of Nodal Agency.	
		In absence of termination right, TSP is at risk	
		commercially, if Nodal agency fails to fulfill	·
		its assigned responsibilities, for example	
		failure of Nodal Agency to pay the quoted	
		transmission charges.	
		Also, the methodology for computation of	
		compensation to TSP, in case of mutual	
		agreement to terminate, should be defined	
		upfront.	
61	TSA	3.3.4 In case of inability of the TSP to fulfil the	In such cases, provisions of Article 3.3.5 and Article
	3.3.4 In case of inability of the TSP to fulfil the	conditions specified in Article 3.1.3 due to any	13.6.1 of TSA shall apply.
	conditions specified in Article 3.1.3 due to	Force Majeure Event, the time period for	
	any Force Majeure Event, the time period for	fulfilment of the condition subsequent as	
	fulfilment of the condition subsequent as	mentioned in Article 3.1.3, may be extended	
	mentioned in Article 3.1.3, may be extended	for a period of such Force Majeure Event.	
	for a period of such Force Majeure Event.	In case the Force Majeure Event continues	
	Alternatively, if deemed necessary, this	even after a period of one hundred and	
	Agreement may be terminated by the Nodal	eighty (180) days if deemed necessary, the	
	Agency by giving a Termination Notice to	Nodal Agency or TSP, upon mutual	

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.			
	the TSP, in writing, of at least seven (7) days,	agreement may terminate the Agreement as	
	with a copy to CEA and the Lenders'	per the provisions of Article 13.4 by giving a	
	Representative in order to enable the	Termination Notice to the other party,	
	Lenders to exercise right of substitution in	In writing, of at least seven (7) days, with a	
	accordance with Article 15.3 of this	copy to CEA and the Lenders' Representative	
	Agreement and the Contract Performance	in order to enable the Lenders to exercise right	
	Guarantee shall be returned as per the	of substitution in accordance with Article 15.3	
	provisions of Article 6.5.1.	of this Agreement and the Contract	
	4.4.2 In the event that an Element or the	Performance Guarantee shall be returned as	
	Project cannot be commissioned by its	per the provisions of Article 6.5.1.	·
	Scheduled COD on account of any Force	4.4.2 In the event that an Element or the Project	
	Majeure Event as per Article11, the	cannot be commissioned by its Scheduled	
	Scheduled COD shall be extended, by a 'day	COD on account of any Force Majeure Event	
	to day' basis for a period of such Force	as per Article11, the Scheduled COD shall be	
	Majeure Event. Alternatively, if deemed	extended, by a 'day to day' basis for a period	
	necessary, the Nodal Agency may terminate	of such Force Majeure Event.	
	the Agreement as per the provisions of	In case the Force Majeure Event continues	
	Article 13.4 by giving a Termination Notice	even after a period of one hundred and	
	to the TSP, in writing, of at least seven (7)	eighty (180) days if deemed necessary, the	
	days, with a copy to CEA and the Lenders'	Nodal Agency or TSP, upon mutual	
	Representative in order to enable the	agreement may terminate the Agreement as	
	Lenders to exercise right of substitution in	per the provisions of Article 13.4 by giving a	
	accordance with Article 15.3 of this	Termination Notice to the other party, in	•
	Agreement.	writing, of at least seven (7) days, with a copy	
	13.4 Termination due to Force Majeure	to CEA and the Lenders' Representative in	
	13.4.1 In case the Parties could not reach an	order to enable the Lenders to exercise right of	·
	agreement pursuant to Articles 3.3.4 and	substitution in accordance with Article 15.3 of	
	4.4.2 of this Agreement and the Force	this Agreement.	
	Majeure Event or its effects continue to be	In case of delay in SCOD due to FM event, the	
	present, the Nodal Agency shall have the	provision gives discretionary right to Nodal	
	right to cause termination of the Agreement.	Agency to terminate TSA after occurrence of	
	In case of such termination, the Contract	FM event. There should be gestation period of	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	Performance Guarantee shall be returned to	at least 6 months after start of FM event. Post	
	the TSP as per the provisions of Article 6.5.1.	completion of 6 months, both parties may	
		decide to terminate the contract on mutual	
		agreement. In case of FM, there should not be	
		any unilateral right to terminate. Also, the	
	*	methodology for computation of	
		compensation to TSP, in case of mutual	
		agreement to terminate, should be defined	
- (2		upfront.	
62	TSA	This is very stringent clause and provides for	This is as per the Standard Bidding Documents. No
	Clause 5.8	agreement termination at the subjective	change is envisaged.
	"Remedial Measures:	discretion of Nodal Agency. Request to	
	The TSP shall take all necessary actions for	modify the clause as: If the shortfalls as intimated to the TSP	
	remedying the shortfall in achievement of timely progress in execution of the Project, if	are not remedied to the satisfaction of the	
	any, as intimated by the Independent		
	Engineer and/ or CEA and/ or the Nodal	the same to the Appropriate Commission for	
	Agency. However, such intimation by the	appropriate action.	
	Independent Engineer and/ or CEA and/ or	appropriate action.	
	the Nodal Agency and the subsequent effect		
	of such remedial measures carried out by the		
	TSP shall not relieve the TSP of its		
	obligations in the Agreement. Independent		
	Engineer and/ or CEA and/ or the Nodal		
	Agency may carry out random inspections		
	during the Project execution, as and when		
	deemed necessary by it. If the shortfalls as		
	intimated to the TSP are not remedied to		
	the satisfaction of the CEA and/ or the		
	Nodal Agency, this Agreement may be		
	terminated by the Nodal Agency by giving		
	a Termination Notice to the TSP, in writing,		

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.			
	of at least seven (7) days, with a copy to		
	CEA and the Lenders' Representative in		
	order to enable the Lenders to exercise right		
	of substitution in accordance with Article		
	15.3 of this Agreement."		
63	TSA	Guidelines on valuation of project assets	This is as per the Standard Bidding Documents. The
	13.7 Termination Payment	conducted should be provided to ensure there	provisions of clause 18.2.e. of TSA shall prevail.
	13.7.1 If Agreement is terminated on account	is no ambiguity.	
	of Force Majeure Events, no requirement of	Further if TSA is terminated during operating	
	any Element or Project during Construction,	period of project, guidelines on valuation of	
	Nodal Agency's non-fulfilment of Role &	assets in such event to be provided.	
	TSP's Event of Default, the TSP shall be		
	entitled for Termination Payment equivalent		
	to valuation of Project Assets. Upon		
	payment, the Nodal Agency shall take over the Project Assets.		
64	TSA	Guidelines on amendment of TSA in case of	Valuation of project assets shall be done as per the
04	13.5 Termination or amendment due to non-	non-requirement of any element during	prevailing industry practices.
	requirement of any Element or Project	construction should be clearly specified,	Please refer Clause No. 18.2.e. of TSA.
	during construction	especially the treatment of Quoted	rease refer clause ivo. io.z.e. or io.i.
	13.5.1 In case any Element or Project, which	Transmission Charges and capital cost of	
	is under construction, is no longer required	element no longer required.	
	due to any reason whatsoever, the Nodal	For example, if 50% construction of an	
	Agency may issue a notice to this effect to the	element is completed and that element is not	
	TSP.	required, how the TSP would be compensated	
	13.5.2 Nodal agency may also issue notice to	for the capital cost of the element.	
	the TSP seeking their response to the		
	proposed termination/ amendment (as the		
	case may be) of the Agreement. The Nodal		
	Agency shall issue copy of such notice to		
	Lenders. In the notice, Nodal Agency shall		
	also include an assessment of the physical		

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1

S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.	progress made by TSP in the Element/ Project (as the case may be) that is no longer required. 13.5.3 The TSP shall neither carry out further Investment nor carry out any work on the Element/ Project (as the case may be) that is		
	no longer required after delivery of the notice. 13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.		
65	TSA 12. Change in Law	Inclusion of change in acquisition price in Change in Law As SPV acquisition price is part of capital cost of project, any change in Acquisition price after bidding would directly affect the bidder commercially and it is totally beyond the control of TSP. Hence, it is requested to kindly allow change in acquisition price under CIL event.	The change in acquisition price to the extent as per Provisions under Clause No. 3.5 of Tariff Based Competitive Bidding Guidelines for Transmission Service issued on 10.08.2021 shall prevail.
66	TSA D)The TSP has agreed to make an application for a Transmission License to the Commission for setting up the Project on build, own, operate and transfer basis.	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. As per revised TSA, asset to be transferred to Nodal agency post 35 years (BOOT). The assets created would be Financial assets instead of Fixed assets. Under IndAS accounting rules, depreciation of financial assets is not allowed.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.		Further, TSP would be at risk of authorities levying 18% GST upfront on construction revenue recognized on COD. Higher taxation would impact the project economics eventually leading to higher tariff for the Consumers. Under BOOT model, asset condition may degrade towards end of concession period due to lack of incentive for developer to maintain the asset by incurring some capex. Hence it is requested to continue with the	
67	TSA 5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract	BOOM model. 5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 6 months (as per clause 13.1.b) unless extended by Nodal Agency due to FM/CIL as per provisions of this agreement,	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
	Performance Guarantee. 6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.	shall lead to a sequestration of 10% of the Contract Performance Guarantee. Clause 13.1.b of TSA allows up to 6 months' delay in commissioning of element after SCOD. 10% sequestration clause does not cover any delay due FM or CIL event. If in case all the	
		elements of projects are declared as "critical elements", TSP is liable for 10% CPG sequestration. It is requested to kindly extend period beyond which CPG sequestration shall occur to 6 months. Further, TSP should not be made liable for LD payments on account of delay in project /	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
		element commissioning more than as	
		identified under clauses 6.4.1 and 6.4.2	
68	TSA .	Incentive = 0.02 x Annual Transmission Charges	This is as per the Standard Bidding Documents. The
	AA- Actual Availability ; MTC- Monthly	x (Actual Annual Availability – Target	provisions of TSA shall prevail.
	transmission charges; Tmn = transmission	Availability)	
	charges for month "m" in contract year "n"	Target Availability: AC -98% & HVDC -95%	
	For incentive	$Incentive = 0.02 \ x \ Annual \ Transmission \ Charges$	
	a. If 98%< AA < 98.5%; MTC= Tmn*1;	x (Actual Annual Availability – Target	
		Availability)	
	b. If 98.5% < AA < 99.75%;	Target Availability: AC -98% & HVDC -95%	
		The tariff for projects under TBCB has seen a	
	MTC= Tmn* (AA / 98.5 %);	reduction of 30%-50% as compared to RTM	
	•	projects. The incentive for maintaining	
	74.1	availability above target availability aids in	·
	c. If AA> 99.75%;	increasing reliability of the transmission	
	MTC = Tmn* (99.75 % /98.5 %);	system. As the incentive is reduced as per	
		revised provisions, developers may increase	•
	F DU	the Quoted tariffs to compensate which may	
	For Penalty	result in increased cost of electricity to end	
	d. If 95 % < AA < 98 %	consumer. Further there is no incentive for	
	MTC = Tmn* (AA / 98 %);	maintaining actual availability between 98% and 98,5%.	
	e. If AA < 95 %	Hence it is requested to continue with existing	
	$MTC = Tmn^* (AA/98 \%) - 0.02^* (Tmn^*)$	provisions for penalty and incentive	
	(AA/98%)	calculation.	
69	TSA	3.3.4 Provided, that due to the provisions of	This is as per the Standard Bidding Documents. The
"	3.3.4 Provided, that due to the provisions of	Article 3.3.4, any increase in the time period	provisions of TSA shall prevail.
	Article 3.3.4, any increase in the time period	for completion of conditions subsequent	provided of fortonal provide.
	for completion of conditions subsequent	mentioned under Article 3.1.3, shall lead to an	
	mentioned under Article 3.1.3, shall lead to	equal increase in the time period for the	
	an equal increase in the time period for the	Scheduled COD. The TSP will be allowed to	
	Scheduled COD. If the Scheduled COD is	recover the interest cost during construction	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	extended beyond a period of one hundred	corresponding for the period of FM/CIL	
	eighty (180) days due to the provisions of	event by adjustment in the Transmission	
	this Article 3.3.4, the TSP will be allowed to	Charges in accordance with Schedule 9.	
	recover the interest cost during	In event of FM/CIL event, provisions under	
	construction corresponding to the period	revised TSA do not provide for any	
	exceeding one hundred eighty (180) days by	adjustment in transmission charges for a	
	adjustment in the Transmission Charges in	period of 180 days. TSP is allowed to recover	
	accordance with Schedule 9.	interest cost during construction for period	
		exceeding 180 days.	
		As large portion (70%) of project cost is	
		funded through debt, repayment of which	
		does not start till COD, any delay in SCOD	
		leads to higher interest built up. This severely	
		affects the project economics of developer.	
	·	Hence it is requested to allow for recovery of	
		interest cost during construction for entire	
		period of FM/CIL event.	
70	TSA	It is requested to not appoint an external	Nodal Agency shall appoint the Independent
	18.1 The Nodal Agency shall appoint an	agency (Independent Engineer-IE) and the	Engineer as per the provisions of TSA.
	agency/ company as Independent Engineer	Nodal Agency to execute the functions such as	
	(IE)	progress monitoring, quality assurance,	·
	Responsibilities of IE include progress	determination of works/services, valuation of	
	monitoring, ensuring quality, determine	projects assets.	
	costs of works/services, determine valuation	Any delay in appointment of IE would delay	
	of project assets, assist parties in dispute	the project execution.	
	resolution.	Further addition of an external agency would	
		also be an additional expense which would	
		eventually result in tariff increase.	
71	3.1 Satisfaction of Conditions Subsequent by	Since the execution of TSA will require	As per revised TBCB Guidelines and SBDs issued by
	the TSP	coordination with the CTU, it is requested that	MOP, GoI, TSP on the date of acquisition of SPV from
	c. Execute this Agreement;	the TSA be executed before project acquisition	the BPC will enter into a Transmission Service
		by the project SPV in the interest of saving	Agreement (TSA) with the Nodal Agency.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
		time. This will also facilitate early completion of the project critical activities	
72	3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date To obtain the Transmission License for the Project from the Commission;	While the TSP will apply to the respective commission for grant of license, time required for the issuance is beyond the control of TSP once the application is made. We request to modify the clause suitably to incorporate the above.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
73	Clause 3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the Shares of the Company by the Selected Bidder as per Clause 3.3, (a) the authority of the BPC in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by the Central Transmission Utility of India Limited themselves, (b) all rights and obligations of the BPC shall cease forthwith, (c) all other rights and obligations of the Company shall be of the TSP and (d) any decisions taken by the BPC on behalf of the Company prior to the date of acquisition, shall continue to be binding on the Company and/or Central Transmission Utility of India Limited as the case may be.	We understand that acquisition price towards acquisition of one hundred f (100%) of the equity shareholding of the Company, communicated to bidder would include all liabilities pertaining to SPV prior to closing date. Please confirm	The Acquisition Price includes all the assets and liabilities pertaining to SPV and details of the same will be intimated by the BPC as per the provisions of RFP.
74	RFP	It is understood that this is applicable for	Space provision shall be kept as per RfP.
	400kV Line Bays at BIJAPUR SS B.1.2.	Future line bays at Bijapur and Present Line bays at Raichur SS.	400 kV line bays (Present and future) at Bijapur S/s and 400 kV line bays (Present) at Raichur S/s shall be

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
	iv) 400kV Line bays shall be constructed that space provision t be kept for future switchable line Reactor	For present line bays at Bijapur under Bijapur-Raichur line, space provision for SLR is not required. BPC to clarify the same.	constructed such that space provision is kept for future switchable line reactors.
75	RFP 400kV Line Bays at RAICHUR SS	We understand that in existing substations, for adjacent future bay, gantry/towers shall be suitable for extension. BPC to confirm.	It is envisaged that adjacent gantry as mentioned is suitable for future extension at Raipur S/s.
76	RFP 400kV Line Bays at RAICHUR SS B.2.4. d)	It is understood that existing busbar protection at both SS have provision for future bays and PUs are available for future bays. BPC to confirm.	Raichur S/s: Regarding Central Unit (CU), the bidder is advised to visit site. Peripheral units (PU) of Bus bar protection system shall be provided by respective bay owners. Bijapur S/s Bijapur Substation shall be constructed as a new Substation.
77	RFP 400kV Line Bays at RAICHUR SS B.2.5 a)	For SCADA, it is understood that necessary process I/O shall be available for future bays and accordingly license for same at both SS. BPC to confirm.	Raichur S/s: Necessary process I/O along with license shall be in the scope of the successful bidder. Bijapur S/s Bijapur Substation shall be constructed as a new Substation.
78	RFP 400kV Line Bays at RAICHUR SS B.3.1	It is understood that availability of AC & DC feeders in existing ACDB/DCDB for future bays at both locations	Raichur S/s: AC and DC feeder modules are available. However, the bidder may also visit the site to ascertain the suitability as per their requirement. Bijapur S/s Bijapur Substation shall be constructed as a new Substation.
79	RFP 400kV Line Bays at RAICHUR SS B.3.1	We understand that existing equipment such as DG Set, LT Transformer, Battery & Battery charger have sufficient capacity to cater the	Raichur S/s: New DG Set, LT Transformer, Battery and Battery charger are not envisaged under present scope.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
		requirements of bay under present scope of work, hence no need to consider new DG Set,	
		LT Transformer, Battery & Battery charger in	
		the existing sub stations.	
		BPC to confirm the same.	
80	400kV Line Bays at RAICHUR SS	Separate FFPH system not considered.	Raichur S/s:
	B.3.2	Extension from existing system is considered	Kindly refer the clause B 3.2 whereby it is mentioned
-		in present scope of work.	that
			At existing substations, the fire-fighting systems as
			available shall be extended to meet the additional
			requirements

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Amendment No. 1 dated 02.07.2024 to RFP Documents for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process.

SI. No.	Existing Clause	New/Revised Clause
1	All the relevant clauses of RFP, TSA and SPA	All the relevant clauses of RFP, TSA and SPA
	"SPV [which is under incorporation]"	"SPV [which is under incorporation]" in the subject RFP, TSA and SPA may be read as "BIJAPUR REZ TRANSMISSION LIMITED"



Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka"

Sr.	Clause No. and Existing provision	Clarification required	Clarification
No.			
1.	RFP	Kindly provide co-ordinate and layout of	Co-ordinates of Raichur S/S along with SLD and
	Section 1	gantry location at existing Raichur New	GA drawing with bay marking are already
	Clause No. 1.2	substation for planning of proposed line	provided. For further details, bidder is advised
		entry purpose.	to visit the site.
2.	RFP Clause No. 2.12	As per the clause CPBG need to be submitted	SPV is already incorporated by BPC in the name
	Contract Performance Guarantee	by SPV who will be the licensee holder of the	of "BIJAPUR REZ TRANSMISSION LIMITED"
	Within ten (10) days from the date of issue of the Letter	project. However, the time lines for	which will be transferred to the Transmission
	of Intent, the Selected Bidder, on behalf of the TSP, will	submission of CPBG is within 10 days of	Service provider (TSP) on the date of transfer of
	provide to the Nodal Agency the Contract Performance	LOI/LOA and by that time SPV may not be	SPV. TSA will be executed between CENTRAL
	Guarantee for an amount of Rs. 30 Crore (Rupees Thirty	formed, therefore, CPBG need to be	TRANSMISSION UTILITY OF INDIA LIMITED
	Crore Only). The Contract Performance Guarantee shall	submitted by the selected Bidder on behalf of	(CTUIL i.e. Nodal Agency) and "BIJAPUR REZ
	be initially valid for a period up to three (3) months after	SPV before formation of SPV.	TRANSMISSION LIMITED". CPBG will be
	the Scheduled COD of the Project and shall be extended		submitted by the TSP to the Nodal Agency as per
	from time to time to be valid for a period up to three (3)	As there is no specific provision of change of	the provisions of RfP.
	months after the COD of the Project and thereafter shall	issuance of CPBG from Bidder to SPV at a	
	be dealt with in accordance with the provisions of the	later date, whether CPBG issuance agency	
	Transmission Service Agreement.	can be changed after formation of SPV" i.e If	
		the bidder issue it, can this be responsible	
	Page No. 99 of RFP Annexure 15	transferred to SPV by exchanging the BG.	
	FORMAT FOR CONTRACT PERFORMANCE		
	GUARANTEE	Please clarify if our understanding is correct?	
	In consideration of the		
	name of the SPV or Selected Bidder on behalf of SPV or		
	Lead Member in case of the Consortium, with address]		•
	agreeing		



S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.			
1	RfP Clause 2- Sub Clause 3	Please confirm that whether the space for	Refer clause B.1.2 (iv) of RfP.
	Page 3 & 4	Line Reactors shall be applicable to present	As per RfP, space provision shall be kept for
		scope or for both present & future scope.	future switchable line reactors for both present
			scope and future scope lines at Bijapur S/s.
2	RfP Scope of Work	Please confirm whether the below	It is in present scope of work.
	Page No. 4	mentioned scope shall be considered under	
	POWERGRID shall provide space for 2	the 2 Nos. 400 kV Line Bays extension at	
	nos. of 400 kV line bays at Raichur New	Raichur SS :-	
	for termination of Bijapur PS – Raichur	Main Earthmat	
	New 400 kV (Quad ACSR moose) D/c	SPR Room for Bay Extension	
	line.	Equipment makes of existing setup- CRP	
		SAS, PLCC FOTE & PMU.	
		Construction of Roads for Bay extension	
		works	
		Construction of Cable Trench, Drains &	
		Sump Pits for Bay extension works	
	-	Construction of Boundary Wall/ Fencing	
3	RfP Clause 2- Sub Clause 3	Please share the locations & Coordinates for	Kindly refer the survey report issued to bidders
	Page 3 & 4"	the New Substation at Bijapur	on 29.07.2024
4	RfP Clause 9	We understand that the Pre-Award	The same shall be submitted before bid
	Page No. 5	Integrity Pact shall be submitted along with	submission.
		the Techno commercial Bid on or before the	
		Last date & time for bid submission. Please	
		Confirm.	
5	RfP Clause 2.9	Please Confirm that whether the Technical	Hard copy submission is not required. Technical
	Page No. 39"	& financial Bids are also to be submitted in	and financial bids shall be submitted on MSTC
		Hard Copy or Not?	portal.





S. No.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
6	RfP Clause B.5.0	Plance provide the CLD leveute EDT	Refer Amendment-2.
	Page No. 136	Please provide the SLD, layouts, ERT Report, Earthing drawing of the existing	Refer Amendment-2.
1.	Extension of Existing Substation	Substation at Raichur.	
7	RfP		D:11 1 6: 1: 1 1 6 1 6
'	Technical Specifications	Please confirm regarding the Type Testing	Bidder has not indicated the reference clause of
	Page No. 120	of Towers Designed for the subject tender	RfP. However, it is clarified that Type testing is
	rage No. 120	shall be in the scope of bidder or not.	in scope of TSP.
		In case the pre-approved tower design of	
		particular Wind Zone is available, then	
		whether the Type Test is to be conducted or	
-	RfP Clause B.1.1	only proto test is to be conducted?	
8		Please Share the One minute power	Requirement of RfP shall be followed. Further
	Page No. 125	frequency dry and wet withstand voltage	relevant IS/ IEC standard shall be followed.
	Insulation Coordination	(rms) for 400 kV system	
	5. Rated insulation Levels-		
	iv- One minute power frequency dry		
	and wet withstand voltage (rms)		
9	RfP Clause B.1.1	Please share the Corona Extinction Voltage	Corona Extinction Voltage is not applicable for
	Page No. 125	for 220 kV Voltage System	220 kV system as per RfP.
	Insulation Coordination	-	
	6. Corona Extinction Voltage		
10	RfP Clause B.1.1	As per CEA guidelines, Max. Radio	Requirement of RfP shall be followed.
	Page No. 125	interference voltage for frequency between	
	Insulation Coordination	0.5 MHz and 2 MHz shall be 1000 micro volt	
	7. Max. radio interference voltage for	at 320 kV rms for 400 kV system. Please	
	frequency between 0.5 MHz and 2 MHz	Confirm	
11	RfP	Please clarify regarding the Direct	Direct stroke lightning protection shall be
	Scope of Work	Lightning Protection requirements in the	provided by TSP.
	Page No. 4	new and existing substations.	

Page 2 of 4



S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment
No.	n.co	C' ut l' l' l ut i it i 2501	D. (a. d 12 a. d. D. 12 (in) a (DCD (a
12	RfP	Since the line length is within 250 km range,	Refer clause 1.2 and B.1.2 (iv) of RfP for scope of
	Scope of Work	whether Line reactors are required & space provisions for future mentioned. Please	work.
	Page No. 4	clarify.	
13	RfP Clause- A.16.0	As bijapur lies 300 km approx away from	Requirement of RfP to be followed.
13	Page No.123/152	coastal area & transmission line is also	Requirement of Kil to be followed.
	Importance factor for cyclonic region	between bijapur to raichur is further away	
	(K4) of 1.3 shall be considered for tower	from coastal region, hence we understand	
	design	that the same is not a cyclone prone area.	
	design	Please confirm.	
14	RfP Clause- B.3.3	Please Confirm that the Construction of Oil	Refer clause B.3.3 of RfP.
	Page No. 134	Storage Tank for future Transformers &	
	Ü	Reactors shall be in the present scope or	
,		not?	
15	RfP Annexure 11	As per Annexure 11 Board Resolution	In case of sole bidder investing himself in the
	Page No. 90	Format 1- Point 1 & 4 is applicable in case of	equity share capital requirement of SPV, point
		sole bidder.	no. 1 & 4 of format 1 of Annexure 11 is applicable.
		However, as per Annexure 11 A	
		illustrations for applicable BR requirement,	
		it states that applicable Board Resolution	
		Format 1 of Annexure 11, point 1, 2 & 4	
		needs to be filled in.	
		However, point 2 is applicable for	
		consortium only. Please Confirm.	
16	RfP	Please confirm if there is mandatory	Double-circuit dead end tower for termination
	Specific Technical Requirements For	requirement of multi-circuit tower for	with substation gantry for both Bijapur and
	Transmission Line	400kV line termination at both Bijapur and	Raichur Substation is envisaged.
	Page No. 120	Raichur Substation.	

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Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka"

S.	Clause No. and Existing provision	Clarification required	Clarification or Amendment		
No.	Clause 140, and Existing provision	Ciarrication required	Claim cation of Amendment		
17	RfP	Please inform the route finalised for 765 kV	Kindly refer the survey report issued to bidders		
	Specific Technical Requirements For	Raichur Kopal DC line at Raichur end for	on 29.07.2024		
	Transmission Line"	the requirement of line crossing.			
	Page No. 120				
18	RfP Annexure 16	As per point no. 13 of ANNEXURE 16 -	Point no. 13 and 20 are different. Point no. 20 is		
	Page No. 101	CHECKLIST FOR TECHNICAL BID	general point applicable for all authorizations.		
		SUBMISSION REQUIREMENTS			
		"Authority letter in favour of BPC from the			
		Bidder/ every Member of the Consortium			
		authorizing the BPC to seek reference from			
		their respective bankers & others" has been			
		asked and as per point no. 20 of			
		ANNEXURE 16 Format for Authorization			
		submitted in Non-Judicial stamp paper			
		duly notarized. We presume both these			
		documents are same as they seek			
		Authorization. We request you to please			
		confirm and if in case these two			
	••	authorization differs from each other			
		request you to please clarify the			
		Authorization to be submitted against point			
		no. 20.			

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Amendment-2 (dated: 16.08.2024) to RFP Documents for "Transmission Scheme for integration of Bijapur REZ in Kasa at through tariff based competitive bidding process

SI. No	Clause No.	Existing Clause					New/ Revised Clause					
1	RFP	B.5.0s EXTENSION OF EXISTING SUBSTATION					B.5	B.5.0 EXTENSION OF EXISTING SUBSTATION				
	Specific		The following drawings/details of existing substation are					The following drawings/details of existing substation				
	Technical	attached with the RFP documents for further engineering by						are attached with the RFP documents for further				
	Requirem	the bidder.						engineering by the bidder.				
	ents for		Sl.	Drawing	Drawing No./	Rev.		Sl.	Drawing	Drawing No./	Rev.	
	Substation		No	Title	Details	No.		No	Title	Details	No.	
	Clause No.		400kV Raichur S/S						400 kV Raichur S/s			
	B.5.0		1.	Single Line Diagram	Drawings are awaited from the owner of			1.	Single Line Diagram	C/Engg/SR/Raichur /18thNCT/SLD/01	0	
					substation. Same will be inserted on receipt.			2.	General Arrangement	C/Engg/SR/Raichur /18 th NCT/GA/01	0	
			2.	General Arrangeme	do			3.	Earthmat Layout	TB-0-349-316-005	2	
				nt				4.	Visual			
			3.	Earthmat Layout	do				Monitoring System	Make : Nice Vision		
			4.	Visual Monitoring	do			5.	Bus Bar Protection	Make: GE		
				System				6.	Substation			
			5.	Bus Bar Protection	do				Automation System (SAS)	Make : GE		
			6.	Substation	do							
				Automation								
				System								
	(SAS)											



TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTER-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

TRANSMISSION SCHEME FOR INTEGRATION OF BIJAPUR
REZ IN KARNATAKA
BETWEEN

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED (NODAL AGENCY)

AND

BIJAPUR REZ TRANSMISSION LIMITED

September 16, 2024

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THIS TRANSMISISON	SERVICE AGREEMENT	(hereinafter	referred	to as "TS	SA" or
"Agreement" or "the	Agreement" or "this	Agreement")	is made	on the .	
[Insert day] of	[Insert month] of Two	Thousand and	l[Ir	sert Yea	r]

BETWEEN:

The **Central Transmission Utility of India Limited,** "Saudamini",1st Floor, Plot No. 2, Sector-29, Gurugram-122001, Haryana acting as a Nodal Agency (referred to as the "Nodal Agency"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

BIJAPUR REZ TRANSMISSION LIMITED incorporated under the Companies Act, 1956/ Companies Act, 2013 (as the case may be), having its registered office at _______ (herein after referred to as "Transmission Service Provider" or "TSP" or "ISTS Licensee", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

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

AND WHEREAS:

- A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in Schedule 1 (hereinafter referred to as the Project)
- B) Pursuant to the said e-reverse bidding process, the BPC has identified the Successful Bidder, who will be responsible to set up the Project on build, own, operate and transfer basis to provide Transmission Service in accordance with the terms of this Agreement and the Transmission License.
- C) The Selected Bidder have submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of BIJAPUR REZ 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 Commission for setting up the Project on build, own, operate and transfer basis.
- E) The TSP has further agreed to make an application to the Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003,

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- along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.
- F) The TSP has agreed to execute the agreement(s) required, if any, under Sharing Regulations within fifteen (15) days from the date of grant of Transmission License from the Commission.
- G) The TSP agrees to the terms and conditions laid down under Sharing Regulations, for making available the ISTS and charge the Transmission Charges in accordance with the terms and conditions of Sharing Regulations.
- H) The billing, collection and disbursement of the Transmission Charges by the CTU to the ISTS Licensee shall be governed as per Sharing Regulations.
- I) The terms and conditions stipulated in the Transmission License issued by the Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the Transmission License terms & conditions and the conditions of this Agreement, the conditions stipulated in the Transmission License granted by the Commission shall prevail.

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

___, 2024

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 Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which it shall bear its ordinary English meaning.

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

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

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

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

- i. controls or
- ii. is controlled by or
- iii. is under common control with

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

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024, attached herewith in Schedule 6;

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

__, 2024

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

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

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

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

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

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

"Bill" shall mean any bill raised by the CTU on the DICs to recover the Transmission Charges pursuant to the Sharing Regulations;

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

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

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

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

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

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

"Connection Agreement" shall mean the agreement between the CTU or STU or any other concerned parties and the TSP, setting out the terms relating to the

|___, 2024

connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System as per the provisions of the IEGC, as the case may be;

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

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

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

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

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, 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 have same meaning as defined in the Electricity Act, 2003;

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

"D/C" shall mean Double Circuit;

"Designated ISTS Customers" or "DICs" shall have the meaning as described in the Sharing Regulations;

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

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

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

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

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

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

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

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

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

"Financing Agreements" shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may

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be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Designated ISTS Customers / Nodal Agency;

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

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

"GOI" shall mean Government of India;

"Grid Code" / "IEGC" shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act;

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

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

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

"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU's / STU's / ISTS Licensee's / Designated ISTS Customer's substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipment's not forming part of the Project;

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

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

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

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

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

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

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

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

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

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified in Schedule 5 of this Agreement multiplied by no. of days in the relevant month and divided by no. of days in the year;

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

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

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Provided that while taking major decisions, CTU shall consult CEA on technical matters and any other matter it feels necessary.

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

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

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

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

"Project" shall mean "Transmission Scheme for integration of Bijapur REZ in Karnataka", as detailed in Schedule 1 of this Agreement;

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

- (a) rights over the Site for substations, ROW for transmission lines;
- (b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;
- (c) project facilities situated on the Site;
- (d) all rights of the TSP under the project agreements;
- (e) financial assets, such as receivables, security deposits etc;
- (f) insurance proceeds; and
- (g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

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

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design,

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construction, commissioning, operation, repair and maintenance of the Project and which practices, methods and standards shall be adjusted as necessary, to take account of:

- (i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,
- (ii) the requirements of Law, and
- (iii) the physical conditions at the Site;
- (iv) the safety of operating personnel and human beings;

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

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

"RFP" shall mean Request For Proposal dated June 01, 2024 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

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

- a. Transmission Service Agreement,
- b. Share Purchase Agreement,
- c. Agreement(s) required under Sharing Regulations and
- d. Any other agreement as may be required;

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

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

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 2 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 2 as against such Project, subject

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to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties;

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

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

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

"Sharing Regulations" shall mean the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 and as amended from time to time;

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

"SLDC" 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 and who has to acquire one hundred percent (100%) equity shares of BIJAPUR REZ TRANSMISSION LIMITED, along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and transfer basis as per the terms of the TSA and other RFP Project Documents;

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

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

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

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

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

"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the Commission, payable to the TSP as per Sharing Regulations;

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

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

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

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

1.2 Interpretation:

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

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

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

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

"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type

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of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

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

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

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

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

- (i) which is controlled, directly or indirectly, by the holding company, or
- (ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (iii) which is a subsidiary of another subsidiary of the holding company,

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

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

- 1.2.1 Words importing the singular shall include the plural and vice versa.
- 1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.
- 1.2.3 A Law shall be construed as a reference to such Law including its amendments or reenactments 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 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 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 Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement; and
- b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of **PFC Consulting**Limited in BIJAPUR REZ TRANSMISSION LIMITED along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement. and
- c. The Agreement is executed and delivered by the Parties;

2.2 Term and Termination:

- 2.2.1 Subject to Article 2.2.3 and Article 2.4, this Agreement shall continue to be effective in relation to the Project until the Expiry Date, when it shall automatically terminate.
- 2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to CTU or its successors or an agency as decided by the Central Government at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which CTU shall be entitled to take over the Project Assets Suo moto.
- 2.2.3 This Agreement shall terminate before the Expiry Date in accordance with Article 13 or Article 3.3.2 or Article 3.3.4.

2.3 Conditions prior to the expiry of the Transmission License

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

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

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2.4 Survival:

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

2.5 Applicability of the provisions of this Agreement

- 2.5.1 For the purpose of Availability, Target Availability and the computation of Availability, Incentive, Penalty, the provisions provided in this Agreement shall apply and any future modifications in the relevant Rules and Regulations shall not be applicable for this Project.
- 2.5.2 For the purposes of this Agreement for ISTS systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the ISTS Licensee) of this agreement shall supersede the corresponding provisions under Sharing Regulations.

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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, shall:
 - a. Provide the Contract Performance Guarantee, and
 - b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of BIJAPUR REZ TRANSMISSION LIMITED from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding of BIJAPUR REZ TRANSMISSION LIMITED, along with all its related assets and liabilities.
 - c. Execute this Agreement;

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

The Selected Bidder, on behalf of the TSP, will provide to the **Central Transmission Utility of India Limited** (being the Nodal Agency) the Contract Performance Guarantee for an amount of **Rs. 30 Crore (Rupees Thirty Crore Only).**

- 3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.
- 3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), unless such completion is affected due to any Force Majeure Event, or if any of the activities is specifically waived in writing by the Nodal Agency:
 - a. To obtain the Transmission License for the Project from the Commission;
 - b. To obtain the order for adoption of Transmission Charges by the

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Commission, as required under Section 63 of the Electricity Act 2003;

- c. To submit to the Nodal Agency, CEA & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Independent Engineer & Nodal Agency in the same time period. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 2 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing and commissioning to commercial operation;
- d. To submit to the Nodal Agency, CEA & Independent Engineer a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;
- e. To submit to the Nodal Agency, CEA & Independent Engineer detailed specifications of conductor meeting the functional specifications specified in RFP;
- f. To achieve Financial Closure;
- g. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents;
- h. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and shall have given to such Contractor an irrevocable notice to proceed; and
- i. To sign the Agreement(s) required, if any, under Sharing Regulations.

3.2 Recognition of Lenders' Rights by the Nodal Agency

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

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee of Rs. 3 Crore (Rupees Three Crore

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Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Central Transmission Utility of India Limited (being the Nodal Agency) in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Central Transmission Utility of India Limited (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

- (i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof; or
- (ii) the TSP furnishes additional Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

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

3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of Rs. 30 Crore (Rupees Thirty Crore Only) as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.

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

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

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled

COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

- 3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Nodal Agency may take steps to bid out the Project again.
- 3.3.6 The Nodal agency, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA.

3.4 Progress Reports

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

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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:

- for procuring and maintaining in full force and effect all Consents,
 Clearances and Permits, required in accordance with Law for development of the Project;
- b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:
 - i. the Electricity Act and the Rules made thereof;
 - ii. the Grid Code;
 - iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:
 - the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
 - Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines)
 Regulation, 2010;
 - Central Electricity Authority (Grid Standard) Regulations, 2010;
 - Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
 - Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
 - Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.
 - iv. Safety/ security Guidelines laid down by the Government;
 - v. Prudent Utility Practices, relevant Indian Standards and the Law;

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

- c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.
- d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;
- e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;
- f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;
- g. to provide to the Nodal Agency and CEA, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable the CEA to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities;
- h. to comply with Ministry of Power order no. 25-11/6/2018 PG dated 02.07.2020 as well as other Guidelines issued by Govt. of India pertaining to this;
- i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. 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, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

- j. to submit to Nodal Agency information in the prescribed format [To be devised by Nodal Agency] for ensuring compliance to Article 4.1 i) above.
- k. to comply with all its obligations undertaken in this Agreement.

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

- 4.2.1 Subject to the terms and conditions of this Agreement, the Nodal Agency shall be the holder and administrator of this Agreement and shall inter alia:
 - a. appoint an Independent Engineer within 90 days of the Effective Date
 - provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;
 - c. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and
 - d. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc
 - e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and
 - f. perform any other responsibility (ies) as specified in this Agreement.

4.3 Time for Commencement and Completion:

- a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;
- b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

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

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

4.6 Interconnection Facilities:

- 4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for connecting the Project with the interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Nodal Agency shall be responsible for coordinating to make available the Interconnection Facilities.
- 4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.

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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, testing and commissioning each Element of the Project by the Scheduled COD in accordance with the Regulations and other applicable Laws specified in Article 4.1 of this Agreement.
- 5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).
- 5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits related but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and shall furnish to the Nodal Agency such copy/ies of each Consents, Clearances and Permits, on demand. Nodal Agency shall provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project.

5.1.4 The TSP shall be responsible for:

- a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report.
- b) final selection of Site including its geo-technical investigation
- c) Survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;

- d) Seeking access to the Site and other places where the Project is being executed, at its own risk and costs, including payment of any crop, tree compensation or any other compensation as may be required.
- 5.1.5 In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP and no changes would be allowed in the Transmission Charges on account of any variation in the resettlement and rehabilitation cost. The TSP shall provide assistance on best endeavour basis, in implementation of the resettlement and rehabilitation package, if execution of such package is in the interest of expeditious implementation of the Project and is beneficial to the Project affected persons.

5.2 Appointing Contractors:

- 5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.
- 5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make the Nodal Agency liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

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

5.4 Quality of Workmanship:

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

The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus

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ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed.

5.5 Progress Monitoring & Quality Assurance:

- 5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 c) shall comprise of detailed schedule of all the equipment/items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.
- 5.5.2 Nodal Agency, CEA & Independent Engineer shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.
- 5.5.3 Independent Engineer shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.
- 5.5.4 The Independent Engineer shall monitor the following during construction of the Project:
 - a) Quality of equipment, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipment, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.
 - b) Progress in the activities specified in Condition Subsequent
 - c) Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements
 - d) Progress of construction of substation and Transmission Lines
- 5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the progress, Nodal

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Agency and/ or CEA shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

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

5.6 Site regulations and Construction Documents

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

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

5.7 Supervision of work:

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

5.8 Remedial Measures:

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

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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, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency.
- 6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be), for reasonable cause, including non-availability of Interconnection Facilities as per Article 4.2, can defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1, if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of thirty (30) days. Further, the Scheduled COD would be extended as required, for all such deferments on "day to day" basis.
- 6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:
 - a. it has been completed in accordance with this Agreement and the Connection Agreement;
 - it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and all other Indian legal requirements, and
 - c. The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.
 - d. It has satisfactorily met all the testing requirements as per Articles 6.1.4.
- 6.1.4 Site Acceptance Test (SAT)/ pre-commissioning tests of all major substation equipment, component, system, facilities shall be successfully carried out before commissioning. The Type tests, FAT and SAT reports should be available at the substation / terminal station of HVDC installations for ready reference of operation and maintenance staff and has to be made available to the Independent Engineer

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appointed for quality monitoring or their authorised representatives, as and when they wish to examine the same.

6.2 Commercial Operation:

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

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

- 6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, TSP shall be eligible for the Monthly Transmission Charges applicable for such Element.
 - 6.3 Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Nodal Agency)
- 6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s) of the Project, where such date is not before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event affecting the Nodal Agency, provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency has continued for a period of more than three (3) continuous or noncontinuous Months, the TSP shall, until the effects of the Direct Non Natural Force Majeure Event or Of Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency no longer prevent the TSP from connecting the Element(s) of the Project, be deemed to have achieved COD relevant to that date and to this extent, be deemed to have been providing Transmission Service with effect from the date notified, and shall be treated as follows:
 - a. In case of delay due to Direct Non Natural Force Majeure Event, TSP is entitled for Transmission Charges calculated on Target Availability for the period of such events in excess of three (3) continuous or non-continuous

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Months in the manner provided in (c) below.

- b. In case of delay due to Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, TSP is entitled for payment for debt service which is due under the Financing Agreements, subject to a maximum of Transmission Charges calculated on Target Availability, for the period of such events in excess of three (3) continuous or non-continuous Months in the manner provided in (c) below.
- c. In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, the TSP is entitled for payments mentioned in (a) and (b) above, after commencement of Transmission Service, in the form of an increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Nodal Agency from the TSP.

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

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per Sharing Regulations.

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not

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as penalty, without prejudice to any rights of the Nodal Agency under the Agreement.

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

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

- 6.4.3 The TSP shall make payment to the Nodal Agency of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of the earlier of:
 - a. the date on which the applicable Element achieves COD; or
 - b. the date of termination of this Agreement.

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

- 6.4.4 If the TSP fails to pay the amount of liquidated damages to the Nodal Agency within the said period of ten (10) days, the Nodal Agency shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Nodal Agency under this Article 6.3 and the TSP fails to make payment of the balance amount of the liquidated damages not covered by the Contract Performance Guarantee, then such balance amount shall be deducted from the Transmission Charges payable to the TSP. The right of the Nodal Agency to encash the Contract Performance Guarantee is without prejudice to the other rights of the Nodal Agency under this Agreement.
- 6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency shall release the Contract Performance

Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of **Rs. 30 Crore (Rupees Thirty Crore Only)**, or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.

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

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7. OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

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

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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 –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024**, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be 98%.

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

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

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9. INSURANCES

9.1 Insurance:

- 9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, adequate Insurances against such risks, with such deductibles including but not limited to any third party liability and endorsements and co-beneficiary/insured, as may be necessary under
 - a. any of the Financing Agreements,
 - b. the Laws, and
 - c. in accordance with Prudent Utility Practices.

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

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek from the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

- 9.3.1 Save as expressly provided in this Agreement, the policies of Insurances and the Financing Agreements, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.
- 9.3.2 If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, the portion of the proceeds of such Insurance available to the TSP (after making admissible payments to the Lenders as per the Financing Agreements) shall be allocated only to the TSP. Nodal Agency and / or concerned Designated ISTS 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 Nodal Agency / Designated ISTS Customers
- 9.4.1 The Nodal Agency and / or the Designated ISTS Customers shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

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10. BILLING AND PAYMENT OF TRANSMISSION CHARGES

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

10.2 Calculation of Monthly Transmission Charges:

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

10.3 **Rebate & Late Payment Surcharge:**

The rebate and late payment surcharge shall be governed as per Sharing Regulations.

10.4 Disputed Bills, Default in payment by the Designated ISTS Customers & Annual **Reconciliation:**

Any Disputed Bill, Default in payment by the Designated ISTS Customers & Annual Reconciliation shall be governed as per Sharing Regulations.

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11. FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

- 11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.
- 11.2.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter;

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

a) Natural Force Majeure Events:

- i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and
- ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

b) Non-Natural Force Majeure Events:

- i. Direct Non-Natural Force Majeure Events
 - Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or

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- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or
- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

- 11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:
 - (a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;
 - (b) Delay in the performance of any Contractors or their agents;
 - (c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;

- (d) Strikes or labour disturbance at the facilities of the Affected Party;
- (e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and
- (f) Non-performance caused by, or connected with, the Affected Party's:
 - i. negligent or intentional acts, errors or omissions;
 - ii. failure to comply with an Indian Law; or
 - iii. breach of, or default under this Agreement or any Project Documents.
- (g) Any error or omission in the survey report provided by BPC during the bidding process.

11.5 Notification of Force Majeure Event

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

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

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

11.6 Duty to perform and duty to mitigate

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

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

- (a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;
- (b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.
- (c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Commission (Terms and Conditions of Tariff) Regulations, 2024 as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Commission (Terms and Conditions of Tariff) Regulations, 2024, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).
- (d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Nodal Agency may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Nodal Agency's personnel with access to the Project to carry out such inspections.
- (e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

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12. CHANGE IN LAW

12.1 Change in Law

- 12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:
 - the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
 - a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
 - the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
 - a change in the terms and conditions prescribed for obtaining any Consents,
 Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
 - any change in the licensing regulations of the Commission, under which the Transmission License for the Project was granted if made applicable by such Commission to the TSP;
 - change in wind zone; or
 - any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.
- 12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:
 - a) Taxes on corporate income; and
 - b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

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12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

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

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

12.3 Notification of Change in Law:

- 12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.
- 12.3.2 The TSP shall also be obliged to serve a notice to the Nodal Agency even when it is beneficially affected by a Change in Law.
- 12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its estimated impact on the TSP.

12.4 Payment on account of Change in Law

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

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13. EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

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

- After having taken up the construction of the Project, the a. abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Nodal Agency in this regard;
- b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Nodal Agency as per provisions of this Agreement;
- If the TSP: c.
 - 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

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proceedings remain uncontested for a period of thirty (30) days; or

- ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or
- iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the Commission as per the provisions of Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 or as amended from time to time; or

- e. Failure on the part of the TSP to comply with the provisions of Article 19.1 of this Agreement; or
- f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Nodal Agency in this regard; or
- g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98% for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or
- h. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the Selected Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company / Affiliates related to the minimum equity obligation; or
- i. the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or

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- j. except for the reasons solely attributable to Nodal Agency, the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Nodal Agency; or
- k. the TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and / or fails to pay the requisite price to the parties and / or any State Government authority from whom the land is acquired. within twelve (12) months from the Effective Date.

13.2 Termination Procedure for TSP Event of Default

- Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.
- b. Following the issue of a Nodal Agency's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- During the Consultation Period, the Parties shall, save as otherwise c. provided in this Agreement, continue to perform their respective obligations/roles under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Nodal Agency.

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

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

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

- a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Nodal Agency.
- b. Following the issue of a TSP's Preliminary Notice, the Consultation Period shall apply.
- c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Nodal Agency including giving time extension to TSP, having regard to all the circumstances.
- d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement.

13.4 Termination due to Force Majeure

- 13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.
- 13.4.2 In case of termination of this Agreement, the TSP shall provide to the Nodal Agency the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Nodal Agency within thirty (30) days of Termination Notice.

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

- 13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP.
- 13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency

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- shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.
- 13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.
- 13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

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

13.7 Termination Payment

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

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14. LIABILITY AND INDEMNIFICATION

14.1 Indemnity

- 14.1.1 The TSP shall indemnify, defend and hold the Nodal Agency harmless against:
 - (a) any and all third party claims, actions, suits or proceedings against the Nodal Agency for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of Nodal Agency; and
 - (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Nodal Agency from third party claims arising by reason of:
 - i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or nonfulfilment of statutory duty on the part of the Nodal Agency, or
 - ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.
- 14.1.2 The Nodal Agency shall, in accordance with the Regulations framed by CERC in this regard, indemnify, defend and hold the TSP harmless against:
 - (a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of any material breach by the Nodal Agency of any of their roles under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and
 - (b) any and all losses, damages, costs and expenses including legal costs, fines,

penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:

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

14.2 Patent Indemnity:

14.2.1

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

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

- (b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article 14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.
- (c) If the TSP fails to notify the Nodal Agency within twenty-eight (28) days after

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

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

14.2.2

- (a) The Nodal Agency, in accordance with the Regulations framed by CERC in this regard, subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.
- (b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Nodal Agency a notice thereof, and the Nodal Agency shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Nodal Agency shall promptly notify the TSP of all actions taken in such proceedings or claims.
- (c) If the Nodal Agency fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Nodal Agency. Unless the Nodal Agency has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.
- (d) The TSP shall, at the Nodal Agency request, afford all available assistance to the Nodal Agency in attending to such proceedings or claim, and shall be reimbursed by the Nodal Agency for all reasonable expenses incurred in so

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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 Crore (Rupees Two Crore Only).

14.4 Procedure for claiming indemnity

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

Provided however that, if:

- i. the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3 below; and
- ii. the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

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

- 14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.
- 14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.5 Limitation on Liability

- 14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Nodal Agency nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Nodal Agency, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.
- 14.5.2 The Nodal Agency shall have no recourse against any officer, director or shareholder of the TSP or any Affiliate of the TSP or any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of the Nodal Agency, or any Affiliate of the Nodal Agency or any of its officers, directors or shareholders for such claims excluded under this Article.

14.6 Duty to Mitigate

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

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15. ASSIGNMENTS AND CHARGES

15.1 Assignments:

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

15.2 Permitted Charges:

- 15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.
- 15.2.2 However, the TSP may create any encumbrance over all or part of the receivables, or the Project Assets of the Project in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements and any other amounts agreed by the Parties.

Provided that:

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

15.2.3 Article 15.2.1 does not apply to:

- a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;
- b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or
- c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP developing and operating the Project.

15.3 **Substitution Rights of the Lenders**

- 15.3.1 The TSP would need to operate and maintain the Project under the provisions of this Agreement and cannot assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Nodal Agency.
- 15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 and as amended from time to time.

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 Delhi.

16.2 Amicable Settlement:

- 16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:
 - (i) a description of the Dispute;
 - (ii) the grounds for such Dispute; and
 - (iii) all written material in support of its claim.
- 16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:
 - (i) counter-claim and defences, if any, regarding the Dispute; and
 - (ii) all written material in support of its defences and counter-claim.
- 16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the Commission.

16.4 Parties to Perform Obligations:

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

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17. REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Nodal Agency

- 17.1.1 The Nodal Agency hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:
 - a. It has all requisite powers and authority to execute and consummate this Agreement;
 - b. This Agreement is enforceable against the Nodal Agency in accordance with its terms;
 - c. The consummation of the transactions contemplated by this Agreement on the part of Nodal Agency will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Nodal Agency is a Party or to which the Nodal Agency is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

- 17.2.1 The TSP hereby represents and warrants to and agrees with the Nodal Agency as follows and acknowledges and confirms that the Nodal Agency is relying on such representations and warranties in connection with the transactions described in this Agreement:
 - a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;
 - b. This Agreement is enforceable against it, in accordance with its terms;
 - c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

- d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;
- e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.
- 17.2.2 The TSP makes all the representations and warranties above to be valid as on the Effective Date of this Agreement.

18. INDEPENDENT ENGINEER

18.1 **Appointment of Independent Engineer**

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

18.2 **Roles and functions of Independent Engineer**

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

- a. Progress Monitoring as required under this Agreement;
- b. Ensuring Quality as required under this Agreement;
- c. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness during construction phase;
- d. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation during construction phase;
- e. determining, as required under the Agreement, the valuation of the Project Assets.
- f. Assisting the Parties in resolution of Disputes and
- g. Undertaking all other duties and functions in accordance with the Agreement.

18.3 **Remuneration of Independent Engineer**

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

18.4 **Termination of appointment**

- 18.4.1 The Nodal Agency may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.
- 18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Nodal Agency and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Nodal Agency shall

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hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Nodal agency is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Nodal Agency shall appoint forthwith another Independent Engineer.

18.5 **Authorised signatories**

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

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19. MISCELLANEOUS PROVISIONS

19.1 **Equity Lock-in Commitment:**

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

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

Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of one (1) year after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above.

- 19.1.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, then, subject to the second proviso to Article 19.1.1, such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in BIJAPUR REZ TRANSMISSION LIMITED to another Affiliate or to the Parent Company / Ultimate Parent Company of the Selected Bidder. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company of the Selected Bidder.
- 19.1.3 Subject to Article 19.1.1, all transfer(s) of shareholding of BIJAPUR REZ TRANSMISSION LIMITED by any of the entities referred to in Article 19.1.1 and 19.1.2 above, shall be after prior written intimation to the Nodal Agency.
- 19.1.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in BIJAPUR REZ 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 **BIJAPUR REZ TRANSMISSION LIMITED**, then holding of Selected Bidder A in **BIJAPUR REZ 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 **BIJAPUR REZ TRANSMISSION LIMITED**, then, for the purposes of ascertaining the minimum equity/equity lockin requirements specified above, the effective holding of Bidder A in **BIJAPUR REZ TRANSMISSION LIMITED** shall be fifteen percent (15%), (i.e., 30% x 50%)

- 19.1.5 The provisions as contained in this Article 19.1 shall override the terms of the consortium agreement submitted as part of the Bid.
- 19.1.6 The TSP shall be responsible to report to Nodal Agency, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Nodal Agency would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required.

19.2 Commitment of maintaining Qualification Requirement

- 19.2.1 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements, as stipulated in RFP Document, till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project.
- 19.2.2 Failure to comply with the aforesaid provisions shall be dealt in the same manner as TSP's Event of Default as under Article 13 of this Agreement.

19.3 Language:

- 19.3.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.
- 19.3.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

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19.4 Affirmation

The TSP and the Nodal Agency, each affirm that:

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

19.5 Severability

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

19.6 Counterparts

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

19.7 Breach of Obligations/ Roles

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

19.8 Restriction of Shareholders / Owners Liability

- 19.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.
- 19.8.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

19.9 Taxes and Duties:

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- 19.9.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.
- 19.9.2 The Nodal Agency shall be indemnified and held harmless by the TSP against any claims that may be made against the Nodal Agency in relation to the matters set out in Article 19.9.1.
- 19.9.3 The Nodal Agency shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Nodal Agency on behalf of TSP or its personnel, provided the TSP has consented in writing to the Nodal Agency for such work, for which consent shall not be unreasonably withheld.

19.10 No Consequential or Indirect Losses

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

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

19.11 Discretion:

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

19.12 Confidentiality

- 19.12.1 The Parties undertake to hold in confidence this Agreement and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
 - (a) to their professional advisors;
 - (b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
 - (c) disclosures required under Law,

without the prior written consent of the other Parties.

Provided that, the TSP agrees and acknowledges that the Nodal Agency, may, at any time, disclose the terms and conditions of the Agreement and the RFP

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Project Documents to any person, to the extent stipulated under the Law and the Competitive Bidding Guidelines.

19.13 Order of priority in application:

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

- terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement;
- Agreement(s), if any, under Sharing Regulations.

19.14 Independent Entity:

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

19.15 Amendments:

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

19.16 Waiver:

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

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

19.17 Relationship of the Parties:

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

19.18 Entirety:

- 19.18.1 This Agreement along with its sections, schedules and appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.
- 19.18.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Nodal Agency by the TSP shall stand superseded and abrogated.

19.19 Notices:

- 19.19.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language
- 19.19.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address

Attention

Email

Fax. No.

Telephone No.

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

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addresses below:

(i) Central Transmission Utility of India Limited (Nodal Agency)

Address

Attention

Email

Fax. No.

Telephone No.

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

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

19.20 Fraudulent and Corrupt Practices

- 19.20.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Nodal Agency shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the Nodal Agency hereunder or subsistence otherwise.
- 19.20.2 Without prejudice to the rights of the Nodal Agency under Clause 19.20.1 hereinabove and the rights and remedies which the Nodal Agency may have under this Agreement, if a TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI) or after the execution of the agreement(s) required under Sharing Regulations, the Nodal Agency may terminate the Agreement without being liable in any manner

whatsoever to the TSP. Further, the TSP & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- 19.20.3 For the purposes of this Clause 19.20, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the RFP Project Documents or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the Lol or after the execution of the RFP Project Documents, as the case may be, any person in respect of any matter relating to the Project or the LoI or the RFP Project Documents, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;
 - (b)"fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;
 - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;
 - (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and
 - (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

19.21 Compliance with Law:

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Transmission Service Agreement

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

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

1.	For and on behalf of TSP
	[Signature Name Designation and Address]
	[Signature, Name, Designation and Address]
2.	For and on behalf of Central Transmission Utility of India Limited (Nodal Agency)
	· · · · · · · · · · · · · · · · · · ·
	[Signature, Name, Designation and Address]
IESSES:	
For and on behalf of	
: BPC	
	[Signature]
[Inser	t, Name, Designation and Address of the Witness]
For and on behalf of	
: Nodal Agency	
	[Signature]
[Inser	t Name, Designation and Address of the Witness]
	2. For and on behalf of: BPC [Inser For and on behalf of: Nodal Agency

SCHEDULES

BIJAPUR REZ TRANSMISSION LIMITED

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Schedule: 1

Project Description and Scope of Project

A. Description of the Transmission Scheme

Govt. of India has set a target of 500 GW generation capacity from non-fossil fuel resources by 2030. In this direction, MNRE has identified addition of 181.5 GW RE Potential in the States of Andhra Pradesh, Telangana, Karnataka, Rajasthan, Madhya Pradesh and Tamil Nadu (Offshore). Out of the identified 181.5 GW Potential, 86 GW RE Potential is identified in the State of Andhra Pradesh, Telangana, Karnataka and Tamil Nadu (Offshore) in Southern Region.

Out of the identified (86 GW) RE Potential in Southern Region, 17 GW has been identified in the State of Karnataka. MNRE has indicated that out of the 17 GW RE potential in Karnataka, transmission system for evacuation capacity of about 11 GW may be identified considering the Energy Storage System. A comprehensive transmission system has been identified for immediate integration and evacuation of the above potential.

Out of the 17 GW identified REZs in Karnataka, the Transmission System for Bijapur in Karnataka shall cater to 2 GW of RE potential in Bijapur area of Karnataka.

Bijapur REZ is being integrated with existing Raichur New through Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line. Presently connectivity of about 1450 MW has been received / granted / agreed for grant at Bijapur PS.

The transmission scheme was discussed in the 25th CMETS-SR held on 28.11.2023. The scheme was discussed and agreed in the Joint Study meeting held on 21-22nd December 2023 at Yelahanka, Bengaluru. The scheme was also discussed in the 49th SRPC meeting held on 08.12.2023.

The National Committee on Transmission in its 18th meeting held on 05.03.2024 has recommended the implementation of the subject transmission scheme through TBCB route.

Ministry of Power vide Gazette notification dated 15.03.2024 has appointed PFC Consulting Limited as BPC for bidding of the subject scheme through TBCB route.

B. Detailed Scope of Work

	Transmission Scheme for integration of Bijapur REZ in Karnataka			
S No.	Name of Transmission Element	Scheduled COD in months from Effective Date		
1.	Establishment of 400/220 kV, 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka	24 Months		
	 400/220 kV, 500 MVA, ICTs – 5 nos. 400 kV ICT bays – 5 nos. 220 kV ICT bays – 5 nos. 400 kV line bays – 2 nos. (at Bijapur PS for termination of Bijapur PS – Raichur New line)) 220 kV line bays – 10 nos. 220 kV Sectionalizer : 1 sets 220 kV Bus Coupler (BC) Bay – 2 nos. 220 kV Transfer Bus Coupler (TBC) Bay – 2 nos. 			
	Future Space Provisions:			
	 400/220kV, 500 MVA, ICTs – 5 nos. 400kV ICT bays – 5 nos. 220kV ICT bays – 5 nos. 400kV line bays – 6 nos. (with provision for SLR) 220kV line bays – 14 nos. 220kV Sectionalizer : 2 sets 220 kV Bus Coupler (BC) Bay – 2 nos. 220 kV Transfer Bus Coupler (TBC) Bay – 2 nos 			
2.	Bijapur PS – Raichur New 400kV (Quad ACSR moose) D/c line			
	• 400 kV line bays – 2 nos. (at Raichur New)			
3.	2x125MVAr 420kV bus reactors at Bijapur PS			
	 420 kV, 125 MVAr bus reactors – 2 nos. 420 kV, 125 MVAr bus reactor bays – 2 nos. 			

Note:

POWERGRID shall provide space for 2 nos. of 400 kV line bays at Raichur New for termination of Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/c line.

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SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

- A.1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time. Other CEA Regulations and MoP guidelines, as applicable, shall also be followed.
- A.2.0 Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable:
- A.2.1 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.
- A.2.2 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

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

- A.3.0 Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.
- A.4.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of high intensity winds (HIW) due to thunderstorms, dust-storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.
- A.5.0 Selection of reliability level for design of tower shall be as per CEA Regulation (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

- A.6.0 A) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
 - B) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
 - C) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the the the theorem is the provided on and line deviation requirement.
 - D) For crossing of railways, national highways and state highways, the rules/regulations of appropriate authorities shall be followed.
- A.7.0 The relevant conductor configuration shall be as follows: -

Name of line: Bijapur PS – Raichur New 400 kV (Quad) D/C line

Type of conductor: ACSR / AAAC / AL59

Basic parameters:

Transmission	ACSR	Equivalent	Equivalent	Sub-
line	Conductor	AAAC	minimum size of	conductor
	specified	conductor	AL59 conductor	Spacing
		based on 53%	based on 59%	
		conductivity of	conductivity of	
		Al.Alloy	AL Alloy*	
400 kV D/C	Moose:	Stranding	Stranding details:	
(Quad	Stranding54/3.53	details:	61/3.31 mm	
Bundled)	mm-Al + 7/3.53	61/3.55 mm	29.79 mm	
Transmission	mm- Steel,	31.95 mm	diameter;	
Lines	31.77 mm	diameter;		457 mm
	diameter	604 mm ²	525 mm ²	437 11111
	528.5 mm ² ,	Aluminium alloy	Aluminium alloy	
	Aluminium area,	area	area	
	Maximum DC	Maximum DC	Maximum DC	
	Resistance at	Resistance at	Resistance at 20°C	
	20°C	20°C	(Ω/km): 0.0566	

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Transmission Service Agreement

Transmission	ACSR	Equivalent	Equivalent	Sub-
line	Conductor	AAAC	minimum size of	conductor
	specified	conductor	AL59 conductor	Spacing
		based on 53%	based on 59%	
		conductivity of	conductivity of	
		Al Alloy	AL Alloy*	
	(Ω/km):0.05552	(Ω/km):		
		0.05506		
		,		
	Minimum UTS:	Minimum UTS:	Minimum UTS:	
	161.20 kN	159.80 kN	124.70 kN	

Note: *

- 1. To select any size above the minimum, the sizes mentioned in the relevant Indian standard i.e. IS-398(part-6) shall be followed.
- 2. The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.
- A.8.0 The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400 kV lines shall not be less than 8 m.
- A.9.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered.
 - I. Minimum live metal clearances for 400 kV line:
 - a) (i) Under stationary conditions:

From tower body: 3.05 m

(ii) Under Swing conditions

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

- b) Minimum ground clearance for 400 kV line: 8.84 m
- **c)** Minimum mid span separation between earthwire and conductor for 400 kV line: 9.0 m
- A.10.0 Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.
- A.11.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.
- A.12.0 In case of 400 kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized stranded steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.
- A.13.0 Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.
- A.14.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth and anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.
- A.15.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line. In order to optimize the route, use of GATISHAKTI platform shall also be made.
- A.16.0 Wherever, transmission lines are passing through cyclone prone areas i.e. areas up to 60 km from coast following shall also be applicable:
 - a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction which also includes open sea coasts, open stretch of water, desert and flat treeless plains.

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- b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.
- c) The number of consecutive spans between the section points/ angle point shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.
- A.17.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:
 - a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m² of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m² of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.
 - b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m³.
 - c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6 kg/m² per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).
 - d) Double coat of 20 mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300 mm below ground level to give protection to concrete surface from environmental and saline effect.
 - e) Before coping of chimney top portion, three coats of anti-corrosive paint of minimum 30-35 microns dry film thickness each shall be applied on the stub in the 50 mm coping portion as well as up to 350 mm above CL portion.
- A.18.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least

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above HFL (High Flood Level) or the historical water stagnation/ logging level (based on locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher).

- A.19.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level which are installed in protected areas shall be designed for Multicircuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to CEA, CTU and BPC by the TSP.
- A.20.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.
- A.21.0 Safety precautions in regards to gas/oil pipe lines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220 kV Bijapur Pooling Station and extension of 400 kV Raichur New S/s shall be conventional AIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

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

B.1.0 Salient features of Substation Equipment and Facilities

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

B.1.1 Insulation Coordination

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

SI. No	Description of Parameters	400/220 kV Bijapur PS		Extn. of 400 kV Raichur S/s
		400 kV	220 kV	400 kV
		System	System	System
1.	System Operating Voltage	400 kV	220 kV	400 kV
2.	Maximum voltage of the system (rms)	420 kV	245 kV	420 kV
3.	Rated Frequency	50 Hz	50 Hz	50 Hz
4.	No. of Phases	3	3	3
5.	Rated Insulation Levels			
i)	Lightning Impulse withstand voltagefor (1.2/50 micro sec.) - for Equipment other than Transformer and Reactors			
	- for Insulator String	1425 kVp 1550 kVp	1050 kVp 1050 kVp	1425 kVp 1550 kVp
ii)	Switching Impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp	-	1050 kVp

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SI. No	Description of Parameters	400/220 kV Bijapur PS		Extn. of 400 kV Raichur S/s
		400 kV	220 kV	400 kV
		System	System	System
iii)	One minute power frequency	630 kV		630 kV
	dry withstandvoltage (rms)	030 KV	-	030 KV
iv)	One minute power frequency			
	dry and wet	-	460 kV	-
	withstand voltage (rms)			
6.	Corona Extinction Voltage	320 kV	-	320 kV
7.	Max. radio interferencevoltage for	1000 micro-	1000 micro-	1000 micro-
	frequency between 0.5 MHz and 2	volts at 266	volts at 156	volts at 266
	MHz	kV rms	kV rms	kV rms
8.	Minimum creepage distance for	13020 mm	7595 mm	13020 mm
	insulator string/ longrod	(31 mm/kV)	(31 mm/kV)	(31 mm/kV)
	insulators/outdoor bushings	(31 11111/107)	(SI IIIII) KV)	(SI IIIII/KV)
9.	Minimum creepage distance	10500 mm	6125 mm	10500 Mm
	for switchyardequipment	(25 mm/kV)	(25 mm/kV)	(25 mm/kV)
10.	Max. Fault Current	63 kA	50 kA	63 kA
11.	Duration of fault	1 sec	1 Sec	1 sec

B.1.2 Switching Scheme

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

Substation	400 kV side	220 kV side
400/220 kV Bijapur PS (AIS)	One and Half breaker	Double Main and
		Transfer
Extn. of 400 kV Raichur New S/s (AIS)	One and Half breaker	

Notes: -

- i) For one and half breaker switching scheme, any double circuit line consisting of two numbers feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.
- ii) Two transformers of same HV rating shall not be connected in the same diameter and similarly two bus reactors of same HV rating shall also not be connected in the same

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diameter.

- iii) A diameter in one and half breaker scheme is a set of 3 circuit breakers with associated isolators, earth switches, current transformers etc. for controlling of 2 numbers feeders.
- iv) 400 kV line bays shall be constructed such that space provision is kept for future switchable line reactors.
- v) One (1) set of bus sectionalizer for 220 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.
- vi) TSP shall plan connectivity of lines and transformers to bus bar in such a way that all power can be evacuated successfully without crossing the thermal limit at any point.
- vii) 400 kV Raichur New S/s Extension: One circuit of Bijapur PS Raichur 400 kV D/C transmission line shall be terminated in bay No. 410 (associated Tie bay is already existing). Other circuit of Bijapur PS Raichur 400 kV D/C transmission line shall be terminated in adjacent new diameter (i.e. Main and Tie bay are to be constructed under present scope) as per SLD and GA drawing provided with RfP. Further, 400 kV line bays at Raichur shall be such that provision is kept for future switchable line reactors.

viii) 400/220 kV Bijapur S/s:

220 kV Bus Section shall be with the following feeder distribution.

220 kV Bus Section-1	220 kV Bus Section-2
a) 3 Nos. of 400/220 kV ICT	a) 2 Nos. of 400/220 kV ICT
b) 6 Nos. of 220 kV Line	b) 4 Nos. of 220 kV Line
c) 1 No. Bus Coupler and 1 No.	c) 1 No. Bus Coupler and 1 No.
Transfer Bus Coupler	Transfer Bus Coupler
220 kV Bus Section-3 (Future)	220 kV Bus Section-4 (Future)
a) 3 Nos. of future 400/220 kV ICT	a) 2 Nos. of future 400/220 kV ICT
b) 8 Nos. of future 220 kV Line	b) 6 Nos. of future 220 kV Line
c) 1 No. future Bus Coupler and 1	c) 1 No. future Bus Coupler and 1
No. future Transfer Bus Coupler	No. future Transfer Bus Coupler

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

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			Bijapur PS	Extn. of 400 kV Raichur
Sl.No	Description of bay			S/s
		400 kV	220 kV	400 kV
1.	Bus Bar	4000 A	3000 A	As per existing
2.	Line bay	3150 A	1600 A	3150 A
3.	ICT bay	3150 A	1600 A	N/A
4.	Bus Reactor Bay	3150 A	N/A	N/A
5.	Bus Coupler Bay	N/A	3000 A	N/A
6.	Transfer Bus coupler	N/A	1600 A	N/A
0.	bay		1000 A	

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

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

B.2.2 420 kV, 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 Voltage Class)" as amended up to date available on CEA website.

B.2.3 400 kV and 220 kV AIS Substation equipment (as applicable)

B.2.3.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-1 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. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. The rated break time shall not exceed 40 ms for 400 kV circuit breakers and 60 ms for 220 kV circuit breakers. The 400 kV and 220 kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400 kV lines shall be provided with pre-insertion closing resistor of about 400 ohms with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km length. 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 400 kV Circuit breaker of switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and ICTs.

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B.2.3.2 Isolators (AIS)

The isolators shall comply with IEC 62271-102 in general. 400 kV and 220 kV isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Isolator rated for 400 kV and 220 kV shall be of extended mechanical endurance class - M2 as per IEC-62271-102. Isolator rated for 220 kV shall be suitable for bus transfer current switching duty as per IEC-62271-102. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400 kV and 220 kV earth switches for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 400 kV shall have six cores (four for protection and two for metering) and 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.3.4 Capacitive Voltage Transformers (AIS)

Capacitive Voltage Transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. The accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive Voltage Transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400 kV and 220 kV shall be of 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.3.5 Surge Arresters (AIS)

336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type Surge Arresters with thermal energy (W_{th}) of minimum 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 400 kV and 220 kV systems respectively. Other characteristics of Surge Arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances near Transformers and Reactors so as

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to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, autotransformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt within this section. All main protective relays shall benumerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of the 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

400 kV and 220 kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 400 kV and 220 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of the same make may be provided only if they are of different hardware and manufacturing platform or different principles 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 30 km) having Fiber Optic Communication Link. Differential relay at the remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at the remote end shall be provided by the respective bay owner.

In case of 220 kV 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.

Further, all 400 kV and 220 kV lines shall be provided with single and three phase autoreclosing facility to allow reclosing of circuit breakers in case of transient faults. These

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lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV and 220 kV lines shall also be provided with two stages over voltage protection. The over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and 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 400 kV and 220 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b) Auto Transformer Protection

These shall have the following protections:

- i) Numerical Differential Protection
- ii) Numerical Restricted Earth Fault Protection
- iii) Numerical Back-up Directional Over-Current and Earth Fault Protection on High Voltage (HV) and Intermediate Voltage (IV) side
- iv) Numerical Over Fluxing Protection on HV and IV side
- v) Numerical Overload Alarm

Further, numerical back-up over-current and earth fault protection on HV and IV side of autotransformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

c) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential Protection.

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- ii) Numerical Restricted Earth Fault Protection
- iii) Numerical Back-up Impedance Protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

d) Bus Bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220 kV buses. Duplicated bus bar protection is envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporates the necessary features required for ensuring security.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

In case, the bus section is provided, then each side of bus section shall have separate set of bus-bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

e) Local Breaker Back-up Protection

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

Notes:

- 1. LBB and REF relays shall be provided separately from transformer differential relay.
- 2. LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however, in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).
- 3. Over fluxing and overload protection can be provided as built-in feature of differential relay.
- 4. In 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.

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B.2.5 Substation Automation System

a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation System, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 220 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room.

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

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

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

In the existing Substations where substation automation is not provided, control functions shallbe done through control panels.

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

b) Time Synchronization Equipment

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

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B.3.0 Substation Support Facilities

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

B.3.1 AC and DC power supplies

For catering the requirements of three phase and single phase AC supply and DC supply for various substation equipment (for present and future scope), the following arrangement is envisaged:-

(i) For LT Supply at each new Substation, two (2) Nos. of auxiliary Transformers (minimum 630 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by CTU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RPC as part of Regional Energy Accounting.

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

(ii) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger.

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. Two (2) sets of 48 V battery banks for PLCC and communication equipment for present and future scope shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required. 48 V DC can be achieved from 220 V DC battery bank using adapter, if so desired by TSP, without compromising backup time.

(iii) Suitable AC and DC distribution boards and associated LT Switchgear shall be provided at new substation.

For new substation, following switch boards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

(a) 415 V Main Switch board – 1 No.

- (b) AC distribution board 1 No.
- (c) Main lighting distribution board -1 No.
- (d) Emergency lighting distribution board 1 No.
- (e) 220 Volt DC distribution board 2 Nos.
- (f) 48 Volt DC distribution board 2 Nos.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have equipped modules for all the feeders (including future as specified).

- (iv) At new Substation, one No. of DG set (minimum 250 kVA for substations withhighest voltage rating as 400 kV) shall be provided for emergency applications.
- (v) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including Transformer and Reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amended from time to time.

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

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

B.3.3 Oil Evacuating, Filtering, Testing and Filling apparatus

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

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Technical Specification of CEA on transformers.

B.3.4 Illumination

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

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

B.3.5 Control Room

For the new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from the control room forall the future bays.

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

B.3.6 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

B.3.7 Visual Monitoring System (VMS) for watch and ward of substation premises:

Visual Monitoring System for effective watch and ward of substation premises shall coverall the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT,CVT, SA etc. as applicable), 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. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

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All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibilityrequirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4.0 General Facilities

- a) Line Gantry/Towers are envisaged for bays under the present scope only. However, for the adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines and Twin conductor for 220 kV future lines) wherever applicable.
- b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirements/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.
- c) TSP has to arrange for construction power and water on its own.
- d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m². However, for coastal/creek regions it shall be at least 900 g/m² (if applicable).
- e) In 400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future bay shall be designed considering the current rating of line bay i.e. 3150 A.
- f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of the complete substation area including future switchyard area to prevent encroachment and unauthorized access. The minimum height of the boundary wall shall be of 1.8 m from Finished Ground Level (FGL).
- g) All electrical equipment shall be installed above the Highest Flood Level (HFL) and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.
- h) As per CEA Manual on Transmissions Planning criteria 2023, Line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

B.5.0 EXTENSION OF EXISTING SUBSTATION

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

SI.	Drawing Title	Drawing No./Details	Rev.
No			No.
	400 kV Raichur S/s		
1.	Single Line Diagram	C/Engg/SR/Raichur/18 th NCT/SLD/01	0
2.	General Arrangement	C/Engg/SR/Raichur /18 th NCT/GA/01	0
3.	Earthmat Layout	TB-0-349-316-005	2
4.	Visual Monitoring System	Make : Nice Vision	
5.	Bus Bar Protection	Make: GE	
6.	Substation Automation System (SAS)	Make: GE	

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

SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

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

The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for teleprotection in addition to one channel for speech plus data for each direction.

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

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

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

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

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

C.1.0 Establishment of 400/220 kV Bijapur (Vijayapura) PS

(I) TSP shall supply, install and commission 3 No. FODP (96F or higher) and 1 No. FODP (24F or higher) along with panel and approach Cable (24F each), Joint Box etc. with all associated hardware fittings from gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.

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- (II) TSP shall supply, install and commission One or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum Thirteen (13) directions with MSP (Multiplex Section Protection 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among 400/220 kV Bijapur (Vijayapura) PS, Raichur New S/s, 10Nos. 220 kV line bays. The suitable DC Power Supply and backup to be provided for communication equipment.
- (III) FODP and FOTE equipment with panels shall be provided in Control Room of 400/220 kV Bijapur (Vijayapura) PS. FOTE and FODP Eq can be accommodated in same panel to optimize space.
- (IV)TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.
- (V) The maintenance of all the communication equipment and software thereof including FOTE, FODP, PMU, approach cable, DCPS alongwith Battery Bank and Firewall shall be the responsibility of TSP.

C.2.0 Bijapur PS - Raichur New 400 kV D/C line

On Bijapur PS – Raichur New 400 kV D/C line, TSP shall supply, install and commission One (1) No. OPGW cable containing 24 Fibres (24F) on one E/W peak and conventional earth wire on other E/W peak.

The TSP shall install this OPGW from gantry of 400/220 kV Bijapur PS up to the gantry of Raichur New 400 kV with all associated hardware including Vibration Dampers, midway and gantry Joint Boxes (called **OPGW Hardware** hereafter) and finally terminate in Joint Boxes at end Substations. The transmission line length is **150 kms (approx.)**, where repeater may not be required to meet the link budget requirement of Bijapur PS – Raichur New 400 kV D/C link.

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

C.3.0 FOTE requirement at Raichur (New) S/s (for 2 Nos. of 400 kV Line bays)

(I) TSP shall supply, install and commission 1 No. FODP (72F or higher) alongwith panel and required Approach Cable (24F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

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- (II) TSP shall supply, install and commission One STM-16 (FOTE) equipment alongwith panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection 1+1) with necessary interfaces to meet the voice and data communication requirement between 400/220 kV Bijapur (Vijayapura) PS, Raichur New S/s.. The suitable DC Power Supply and backup to be provided for communication equipment.
- (III) FOTE/FODP panel shall be installed in the new Bay Kiosk (Switchyard Panel Room (SPR)). The FOTE under present scope shall be integrated by TSP with the existing FOTE at control room of Raichur (New) S/s which shall be communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays/Patch cords etc. and optical interfaces/equipment in the existing FOTE/FODP panels in control room for integration with the existing FOTE for onwards data transmission.

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

- (IV) FOTE and FODP can be accommodated in same panel to optimize space.
- (V) The maintenance of all the communication equipment and software thereof including FOTE, FODP, approach cable, PMU, DCPS alongwith Battery Bank shall be the responsibility of TSP.

C.4.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install and commission required No. of Phasor Measurement Units (PMUs) at all the locations under the scope this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (along with all amendments if any), and all the applicable Regulations, Standards, Guidelines issued time to time. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating

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stations with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation/generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

C.5.0 Specific Requirement for NMS/ UNMS integration

The new communication equipment/ system under the present scope shall be compatible for integration with existing regional level NMS system/ Centralized Supervision and Monitoring System (CSMS) i.e. Regional UNMS. The local configuration of the new communication equipment at the station end shall be the responsibility of TSP as per **Annexure F.3**. The configuration work in the existing centralized NMS/ CSMS at Control center end, for integration of new communication equipment/ system shall be done by Regional ULDC Team/ NMT, however all the necessary support in this regard shall be ensured by TSP.

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

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Appendix-F.1

Repeater Requirements

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

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

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

OR

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

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

OR

• If the repeater location is finalized on land near the transmission tower. TSP shall make the provisions for Land at nearby tower for repeater shelter. Further TSP shall provide 1 No. Approach Cable (48F) / UGFO (48F) with all associated hardware fittings to establish connectivity up to the location of repeater shelter.

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

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

Transmission System under "Transmission Scheme for integration of Bijapur REZ in Karnataka"

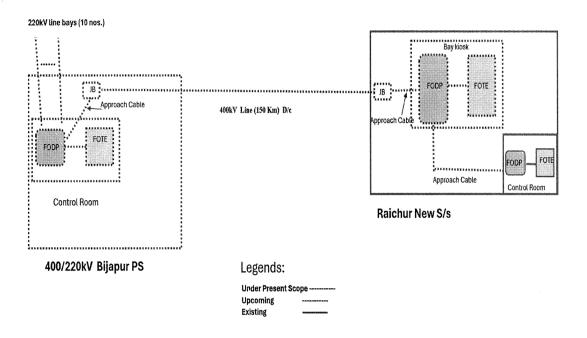


Figure F.1

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Annexure-F.1

Next Generation Firewall (NGFW)

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

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

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

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

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

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Annexure F.2

Specifications of Next Generation Firewall (NGFW)

- NGFW shall have following features including but not limited to:
 Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection
 (DPI), Denial of service (DoS) and Distributed Denial of Service (DDoS) prevention,
 Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) and Media
 Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention
 System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack
 prevention.
- 2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and UDP packets. It shall have the provision to define application control list based on application group and/or list.
- 3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching
- 4. Firewall shall have Management Console port to configure remotely.
- 5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
- 6. Firewall shall be rack mounted in existing standard equipment cabinets.
- 7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
- 8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.
- 9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.
- 10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.
- 11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.
- 12. Firewall shall have the capability to configure sufficient number of VLANs.
- 13. Firewall shall have the capability to support sufficient number of sessions.

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- 14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 Nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps
- 15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
- 16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.
- 17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
- 18. Shall support simultaneous operation with both IPv4 and IPv6 traffic
- 19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization
- 20. Firewall shall have the features of port as well as MAC based security
- 21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
- 22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.
- 23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

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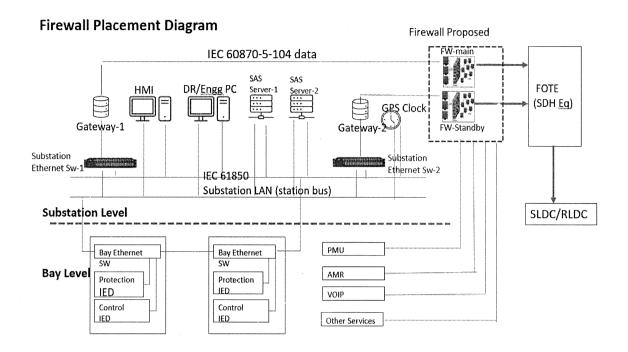


Figure F.2

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Annexure F.3

Requirement for integration of Communication Equipment with Regional UNMS:

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

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C.6.0 PLCC and PABX:

Power Line Carrier Communication (PLCC) equipment complete for speech, teleprotection commands and data channels shall be provided on each transmission line. The PLCC equipment shall in brief include the following:

- Coupling device, Coupling filters, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centres (RLDC/SLDC) etc.
- Coupling devices shall be suitable for phase-to-phase coupling for 400 kV 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 caseof 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 setof Digital protection coupler for both ends) shall be provided by TSP. PLCC to be provided for following lines under present scope:

SI.	Line name	PLCC configuration
No		
1	Bijapur PS – Raichur New 400 kV	1 set Analog PLCC + 1 set Digital
	D/C line	Protection Coupler for each circuit at
		both ends.

Further, CVT and Wave trap for all 400 kV and 220 kV line bays under present scope shall be provided by TSP.

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- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 2 sets of 48V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10 hours battery backup and extended backup, if required.

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Schedule: 2 Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

S. No.	Name of the Transmission Element	COD as per Gazette	Transmission Charges recoverable	Element(s) which are pre- required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka			Element at Sl. No. 2 and 3
2.	Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line	24 months	100	Element at Sl. No. 1 and 3
3.	2x125MVAr 420 kV bus reactors at Bijapur PS			Element at Sl. No. 1 and 2

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Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1. Site Regulations and Safety:

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Nodal Agency and the 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 entity, other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3. Site Clearance:

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4. Watching and Lighting:

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

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Computation of Transmission Charges

1.1 General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per Sharing Regulations.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmissi	Transmission Charges for Element 1		Transmissi	on Charges for E	lement 2
1-Feb-18 to	140 X 25% X	5.65			0.00
31-Mar-18	((28+31)/365)				
1-Apr-18 to	140 X 25% X	23.39			0.00
30-Nov-18	(244/365)				
1-Dec-18 to		140 X 100%	X (121/365)		46.41
31-Mar-19					
2		140 X 1	00% X 1		140
3		140 X 1	00% X 1		140
4		140 X 1	00% X 1		140
5		140 X 1	00% X 1		140
36		140 X 100%	X (244/365)		93.59
(1-Apr to 30-					
Nov)					

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Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion	Scheduled CoD	Actual CoD of the	% Charges
	Schedule in	of the Element	Element	recoverable on
	Months			Scheduled CoD of
				the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1		Transmission Charges for Element 2		ent 2	
1-Feb-18 to		0.00			0.00
31-Mar-18					
1-Apr-18 to		0.00			0.00
30-Jun-18					
1-Jul-18 to	140 X 25% X	14.67			0.00
30-Nov-18	(153/365)				
1-Dec-18 to		140 X 100% >	((121/365)		46.41
31-Mar-19					
2		140 X 10	0% X 1		140
3		140 X 10	0% X 1		140
4		140 X 10	0% X 1		140
5		140 X 10	0% X 1		140
36		140 X 100% >	((244/365)		93.59
(1-Apr to 30-					
Nov)					

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Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion	Scheduled CoD	Actual CoD of the	% Charges
	Schedule in	of the Element	Element	recoverable on
	Months			Scheduled CoD of
				the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmiss	Transmission Charges for Element 1		Transmissio	n Charges for El	ement 2
1-Feb-18 to		0.00			0.00
31-Mar-18					
1-Apr-18 to		0.00			0.00
30-Sept-18					
1-Oct-18 to		0.00	1-Oct-18 to		0.00
30-Nov-18			30-Nov-18		
1-Dec-18 to		140 X 100%	X (121/365)		46.41
31-Mar-19					
2		140 X 1	.00% X 1		140
3		140 X 1	.00% X 1		140
4		140 X 1	.00% X 1		140
5		140 X 1	.00% X 1		140
					ì
36		140 X 100%	X (244/365)		93.59
(1-Apr to 30-					
Nov)					

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Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion	Scheduled CoD	Actual CoD of the	% Charges
	Schedule in	of the Element	Element	recoverable on
	Months			Scheduled CoD of
				the Element
Element 1	38	1-Oct-2019	1-May-2020	25%
Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1		Transmission	Charges for Ele	ement 2	
1-Oct-19 to		0.00	1-Oct-19 to		0.00
31-Mar-20			31-Mar-20		
1-Apr-20 to	_	0.00	1-Apr-20 to	-	0.00
30-Apr-20			30-Apr-20		
1-May-20 to	140 X 100% X (335/365)				
31-Mar-21					
2		140 X 1	L00% X 1		140
3		140 X 1	L00% X 1		140
4		140 X 1	L00% X 1		140
5		140 X 1	L00% X 1		140
36		140 X 100%	6 X (30/ 365)		11.51
(1-Apr to 30-					
Apr)					

BIJAPUR REZ TRANSMISSION LIMITED

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Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion	Scheduled CoD	Actual CoD of the	% Charges
	Schedule in	of the Element	Element	recoverable on
	Months			Scheduled CoD of
				the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmiss	Transmission Charges for Element 1		Transmiss	ion Charges for El	ement 2
1-Feb-18 to		0.00			0.00
31-Mar-18					
1-Apr-18 to		0.00			0.00
30-Jun-18					
1-Jul-18 to	140 X 25% X	14.67			0.00
30-Nov-18	(153/365)				
1-Dec-18 to		140 X 100%	X (121/365)		46.41
31-Mar-19					
2		140 X 1	00% X 1	•	140
3		140 X 1	00% X 1		140
4		140 X 1	00% X 1		140
5		140 X 1	00% X 1		140
36		140 X 100%	X (244/365)		93.59
(1-Apr to 30-					
Nov)					

BIJAPUR REZ TRANSMISSION LIMITED

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Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on
	Months			Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmiss	ion Charges for Element 1	Transmission Char	ges for Element 2
1-July-19 to 31-Mar-20	140 X 100% X	((274/365)	105.09
2	140 X 10	0% X 1	140
3	140 X 10	140 X 100% X 1	
4	140 X 100% X 1		140
5	140 X 100% X 1		140
36	140 X 100% X (91/365)		34.91
(1-Apr to 30-			
Jun)			

BIJAPUR REZ TRANSMISSION LIMITED

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Illustration-7: In case of early commissioning of an element

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion	Scheduled CoD	Actual CoD of the	% Charges
	Schedule in	of the Element	Element	recoverable on
	Months			Scheduled CoD of
Ψ				the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			Transmission	Charges for Ele	ment 2
1-Apr-2019 to	140 X 25% X (91/365)	8.72	1-Apr-2019 to		0.00
30-Jun-19 1-July-19 to	1.1	0 V 100%	30-Jun-19		105.00
31-Mar-20	140 X 100% X (274/ 365)				105.09
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
			14.17.00.47.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00.17.00		
36	140 X 100% X (91/365)			34.91	
(1-Apr-30-Jun)					

The Transmission Charges shall be payable on monthly basis as computed above.

1.2 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

For AC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 98% and less than or equal to 98.5%;

Monthly Transmission Charges MTC(m) = Tmn *1

a. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

 If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

BIJAPUR REZ TRANSMISSION LIMITED

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Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 98% and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%;

Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 96%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

where:

- AA is the actual Availability, as certified by RPC, as per procedure provided in Schedule
 6.
- m is the month in Contract Year 'n'
- Tmn= Transmission Charges for the month 'm' in Contract Year 'n' = (=Transmission Charge/ no. of days in the Year n)* no. of days in month m

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

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1.3 RLDC Fee & Charges

The payment of RLDC fee & charges, in accordance with relevant regulations of CERC, shall be the responsibility of the TSP.

BIJAPUR REZ TRANSMISSION LIMITED

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Quoted Transmission Charges

[Quoted Transmission Charges from Annexure - 21 of the RFP of the Selected Bidder to be inserted here]

[To be incorporated from the Bid of the Selected Bidder submitted during the e-reverse auction after its selection]

Quoted Transmission Charges: Rs. Million

Proportionate Transmission Charges payable for each Element of the Project:

S. No.	Name of the Transmission Element	COD as per Gazette	Transmission Charges recoverable	Element(s) which are pre- required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka	1		Element at Sl. No. 2 and 3
2.	Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line	1	100	Element at Sl. No. 1 and 3
3.	2x125MVAr 420 kV bus reactors at Bijapur PS			Element at Sl. No. 1 and 2

BIJAPUR REZ TRANSMISSION LIMITED

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Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024

Procedure for Calculation of Transmission System Availability Factor for a Month

- 1. Transmission system availability factor for nth calendar month ("TAFPn") shall be calculated by the respective transmission licensee, 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 the case of the AC system, transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system. In the case of the HVDC system, transmission System Availability shall be calculated on a consolidated basis for all inter-state HVDC systems.
- 2. Transmission system availability factor for nth calendar month ("TAFPn") shall be calculated by considering the 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 transformers 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 the HVDC link, along with associated equipment at both ends, shall be considered as one element;
 - vi) HVDC back-to-back station: Each block of the HVDC back-to-back station shall be considered as one element. If the associated AC line (necessary for the transfer of inter-regional power through the HVDC back-to-back station) is not available, the HVDC back-to-back station block shall also be considered unavailable;
 - vii) Static Synchronous Compensation ("STATCOM"): Each STATCOM shall be considered as a separate element.

BIJAPUR REZ TRANSMISSION LIMITED

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3. The Availability of the AC and HVDC portion of the Transmission system shall be calculated by considering each category of transmission elements as under:

TAFPn (in %) for AC system:

Where,

o = Total number of AC lines.

AVo = Availability of o number of AC lines

p = Total number of bus reactors/switchable line reactors

AVp = Availability of p number of bus reactors/switchable line reactors

q1 = Total number of ICTs

AVq = Availability of q number of ICTs

r = Total number of SVCs

AVr = Availability of r number of SVCs

u = Total number of STATCOM

AVu = Availability of u number of STATCOM

TAFMn (in %) for HVDC System:

Where

Cxbp(act) = Total actual operated capacity of xth HVDC pole

Cxbp = Total rated capacity of x^{th} HVDC pole

AVxbp = Availability of xth HVDC pole

Cybtb(act) = Total actual operated capacity of yth HVDC back-to-back station block

Cybtb = Total rated capacity of yth HVDC back-to-back station block

AVybtb = Availability of yth HVDC back-to-back station block

s = Total no of HVDC poles

t = Total no of HVDC Back to Back blocks

BIJAPUR REZ TRANSMISSION LIMITED

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- 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 the Availability of each category of the transmission elements are as per **Appendix-V**. The weightage factor for each category of transmission elements shall be considered as under:
 - (a) For each circuit of the AC line The 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 stations 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 the 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 an 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 a dispute regarding deemed availability, the matter may be referred to the 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 the concerned RLDC.
 - iii. Shut down of a transmission line due to the Project(s) of NHAI, Railways and Border Road Organization, including for shifting or modification of such transmission line or any other infrastructure project approved by Ministry of Power. Member Secretary, RPC may restrict the deemed availability period to that considered reasonable by him for the work involved; Provided that apart from the deemed availability, any other costs involved in the process of such shutdown of transmission line shall not be borne by the DICs.

Provided that such deemed availability shall be considered only for the period for which DICs are not affected by the shutdown of such transmission line.

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- 6. For the following contingencies, the outage period of transmission elements, as certified by the Member Secretary, RPC, shall be excluded from the total time of the element under the period of consideration for the following contingencies:
 - i) Outage of elements due to 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 the 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 a substation or bays owned by another agency causing an 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;
 - iii) The outage period which can be excluded for the purpose of sub-clause (i) and (ii) of this clause shall be declared as under:
 - a. Maximum up to one month by the Member Secretary, RPC;
 - b. Beyond one month and up to three months after the decision at RPC;
 - c. Beyond three months by the Commission for which the transmission license shall approach the Commission along with reasons and steps taken to mitigate the outage and restoration timeline.
- 7. Time frame for certification of transmission system availability: (1) The following schedule shall be followed for certification of availability by the Member Secretary of the concerned RPC:

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BIJAPUR REZ TRANSMISSION LIMITED

- Submission of outage data along with documentary proof (if any) and TAFPn calculation by Transmission Licensees to RLDC/ constituents
 - By the 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 the 3rd of the next month.

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Appendix-V

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

For AC transmission system

AVo(Availability of o no. of AC lines) =
$$\frac{\sum_{i=1}^{n} W_i(T_i - T_i) A_i / T_i}{\sum_{i=1}^{n} W_i}$$

AVq(Availability of q no. of ICTs) =
$$\sum_{k=1}^{q} Wk(Tk-TNAk)Tk$$

$$AVr(Availability of r no. of SVCs) = \frac{\sum_{i=1}^{i=1} Wi(Ti-TNAI)/Ti}{\sum_{i=1}^{r} Wi}$$

AVp(Availability of p no. of Switched Bus reactors) =
$$\begin{array}{c} P \\ \sum_{m=1}^{p} W_{m(Tm-TNAm)/Tm} \\ \hline \\ \sum_{m=1}^{p} W_{m} \end{array}$$

$$AV_{xbp}(Availability of an individual HVDC pole) = \frac{(Tx-TN)}{Tx}$$

AVybib (Availability of an individual HVDC

BIJAPUR REZ TRANSMISSION LIMITED

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For the HVDC transmission system

For the new HVDC commissioned but not completed twelve months;

For first 12 months: [(AVxbp or AVybtb)x95%/85%], subject to a ceiling of 95%.

Where,		
o	-	Total number of AC lines;
AVo		Availability of o number of AC lines;
P	-	Total number of bus reactors/switchable line reactors;
AVp	-	Availability of p number of bus reactors/switchable line reactors;
4	-	Total number of ICTs;
AVq	-	Availability of q number of ICTs;
	-	Total number of SVCs;
AVr	-	Availability of r number of SVCs.
U	-	Total number of STATCOM;
AVu	-	Availability of u number of STATCOMs;
Wi	==	Weightage factor for ith transmission line;
WŁ	-	Weightage factor for kth ICT;
WI	=	Weightage factors for inductive & capacitive operation of lth SVC;
Wm	-	Weightage factor for mth bus reactor;
Wa	=	Weightage factor for nth STATCOM
Ti, Tk , Tl ,		The total hours of ith AC line, kth ICT, Ith SVC, mth Switched Bus Reactor
Tm, Tn, Tx, Ty		& nth STATCOM, xth HVDC pole, yth HVDC back-to-back blocks during the period under consideration (excluding time period for outages not attributed to transmission licensee for the reasons given in Para 5 of the procedure)
T _{NA} i, T _{NA} k		The non-availability hours (excluding the time period for outages not T _{NA} I, T _{NA} IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII

BIJAPUR REZ TRANSMISSION LIMITED

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Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

BIJAPUR REZ TRANSMISSION LIMITED

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Contract Performance Guarantee

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

	In consideration of the BIJAPUR REZ TRANSMISSION LIMITED, Urjanidhi Barakhamba Lane- 1, Connaught Place, New Delhi, Central Delhi- 11 agreeing to undertake the obligations under the Transmission Service datedand the other RFP Project Documents and the Nodal Agency Consulting Limited, agreeing to execute the RFP Project Document Selected Bidder, regarding setting up the Project, the	O001, Delhi Agreement and the PFC ts with the [Insert head office] equivocally, Agency) _at icated in the any Officer ling Rupees
	This guarantee shall be valid and binding on the Guarantor Bank up to anand shall not be terminable by notice or any characteristic constitution of the Bank or the term of the Transmission Service Agree any other reasons whatsoever and our liability hereunder shall not be discharged by any extension of time or variations or alternations mad agreed with or without our knowledge or consent, by or between parespective agreement.	inge in the ement or by impaired or le, given, or
	Our liability under this Guarantee is restricted to Rs) only. Our Guarantee shall remain in	force until s per Article invoke this
	The Guarantor Bank hereby expressly agrees that it shall not require a addition to the written demand from (in its roles as the Noo	
BIJAPL	UR REZ TRANSMISSION LIMITED	130

made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be, to make any claim against or any demand on BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be, or to give any notice to BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

BIJAPUR REZ TRANSMISSION LIMITED

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Transmission Service Agreement

to time for such period, as may be desired by BIJAPUR REZ TRANSMISSION LIMITED. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

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

BIJAPUR REZ TRANSMISSION LIMITED

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$$\Delta T = [(P \times d)] \div [1 - (1 + d)^{(-n)}]$$

Where,

 ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the CERC, applicable on the Bid Deadline

The increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero point three percent) of the quoted Transmission Charges of the TSP.

BIJAPUR REZ TRANSMISSION LIMITED

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Amendment No. 3 dated 19.08.2024

to

RFP Documents for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process.

SI. No.	Existing Clause	New/Revised Clause
1	Clause 7.1 of Annexure B of RfP Document	Clause 7.1 of Annexure B of RfP Document
_		
	The BPC has appointed Independent Monitors (hereinafter	, , , , , , , , , , , , , , , , , , , ,
	referred to as Monitors) for this Pact in consultation with the	
	Central Vigilance Commission (Names and Addresses of	Central Vigilance Commission (Names and Addresses of the
	the Monitors to be given).	Monitors to be given).
		ci in " n
		Shri Rajiv Ranjan
		No. 170, 11th Cross, 3rd Main,
		RMV Stage 2, Dollars Colony
		Bengaluru North
		Bengaluru- 560094
		Mob No – 9448147003
		Email ID- rranjan68@gmail.com
		Shri Jeyakodi Virusankulam Kumarasamy, IAS (Retd.)
		R/o 3F, Orchid Villa, 6" Avenue,
		Harrington Road, Chetpet,
		Chennai-600031
		Mob No – 9176699444
		Email ID- jeyakodivk@gmail.com









पीएफसी कंसल्टिंग लिपिहेड (पावर फाइनेंस कॅगपीरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कम्पर्न

PFC CONSULTING LIMITED

(A wholly owned subsidiary of Power Finance Corporation Limited)
CIN U74140DL2008GOI175858

Ref. No.: 04/24-25/ITP-84/RFP

September 16, 2024

E-mail: amit.kumar16@grinfra.com

To,

Amit Kumar

AGM - Power Transmission (BD)

G R Infraprojects Limited

Address: 2nd Floor, Novus Tower, Plot No. 18,

Sector -18, Gurugram, Haryana-122015

Subject: Independent Transmission Project "Transmission Scheme for integration of Bijapur REZ in Karnataka" – Regarding Estimated Acquisition Price.

Dear Sir,

In line with the requirement of the RFP document specified in Clause 1.6.2.1 (5), the following may be noted with respect to the Acquisition Price:

"The estimated Acquisition Price payable by the selected Bidder to the PFC Consulting Limited for the acquisition of one hundred percent (100%) of the equity shareholding of "BIJAPUR REZ TRANSMISSION LIMITED", along with all its related assets and liabilities is Rs. 11,35,04,971/- (Rupees Eleven Crore Thirty Five Lakh Four Thousand Nine Hundred Seventy One Only)."

This is for your information and further action, please.

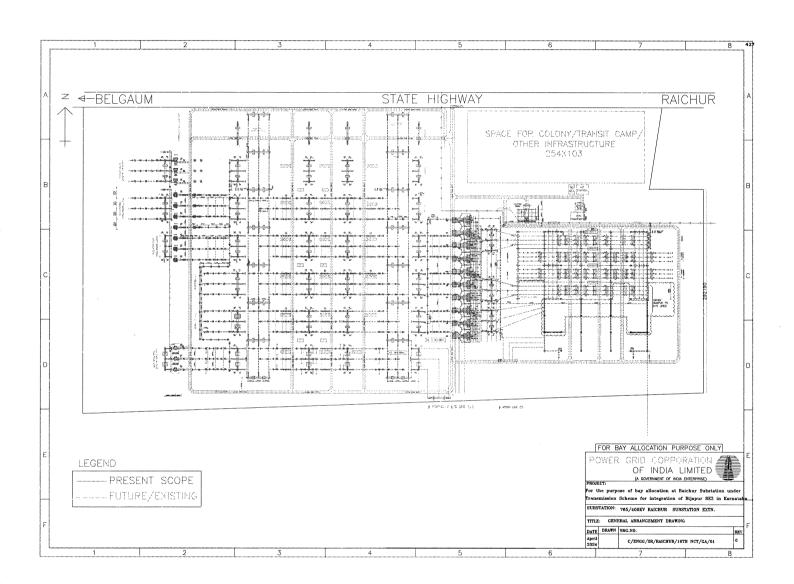
Thanking you,

Yours faithfully

(Naveen Phougat)

General Manager











पीएफसी कंसिल्टंग लिस्ट्रिड

(पावर फाइनेंस कॅार्पोरेशन लिमिटेड की पूर्णत:स्वामित्वाधीन सहायक कम्पर्न

PFC CONSULTING LIMITED

(A wholly owned subsidiary of Power Finance Corporation Limited)

CIN U74140DL2008GOI175858

Ref. No.: 04/24-25/ITP-84/RFP

July 29, 2024

To,

Amit Kumar

E-mail: amit.kumar16@grinfra.com

AGM – Power Transmission (BD)

G R Infraprojects Limited

Address: 2nd Floor, Novus Tower, Plot No. 18,

Sector -18, Gurugram, Haryana-122015

Subject: Independent Transmission Project "Transmission Scheme for integration of Bijapur REZ in Karnataka" – Regarding Clarification and Amendment No. 1 to RfP documents.

Dear Sir,

This has reference to the issuance of RFP documents on June 01, 2024 for Independent Transmission Project "Transmission Scheme for integration of Bijapur REZ in Karnataka".

In this regard, the queries raised by bidders on RFP documents have been examined and clarifications are enclosed at **Annexure-I** for your information and necessary action.

Thanking you,

Yours faithfully

(Naveen Phougat)

General Manager

Encl.: As above







Ref. No.: 04/24-25/ITP-84/RFP

August 16, 2024

E-mail: amit.kumar16@grinfra.com

To,

Amit Kumar

AGM - Power Transmission (BD)

G R Infraprojects Limited

Address: 2nd Floor, Novus Tower, Plot No. 18,

Sector -18, Gurugram, Haryana-122015

Subject: Independent Transmission Project "Transmission Scheme for integration of Bijapur REZ in Karnataka" – Regarding Clarification and Amendment No. 2 to RfP documents.

Dear Sir,

This has reference to the issuance of RFP documents on June 01, 2024 for Independent Transmission Project "Transmission Scheme for integration of Bijapur REZ in Karnataka".

In this regard, the queries raised by bidders on RFP documents have been examined and clarifications are enclosed at Annexure-I for your information and necessary action.

Further, Amendment No. 2 is also attached at Annexure-II for your information and necessary action.

Thanking you,

Yours faithfully

(Naveen Phougat)

General Manager

Encl.: As above





पीएफसी कंसल्टिंग लिनिटेड (पावर फाइनेंस कॉप्रेशन लि० की पूर्णत स्वामित्वाधीन सहायक कंपनी) PFC CONSULTING LIMITED (A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No.: 04/24-25/ITP-84/RFP

September 04, 2024

E-mail: amit.kumar16@grinfra.com

To,

Amit Kumar

AGM - Power Transmission (BD)

G R Infraprojects Limited

Address: 2nd Floor, Novus Tower, Plot No. 18,

Sector -18, Gurugram-122015

Subject: Independent Transmission Project "Transmission Scheme for integration of Bijapur REZ in Karnataka" – Regarding Clarification to RfP documents.

Dear Sir,

This has reference to the issuance of RFP documents on June 01, 2024 for Independent Transmission Project "Transmission Scheme for integration of Bijapur REZ in Karnataka".

In this regard, the queries raised by bidders on RFP documents have been examined and clarifications are enclosed at **Annexure-I** for your information and necessary action.

Thanking you,

Yours faithfully

(Naveen Phougat) General Manager

Encl.: As above





पीएफसी कंसल्टिंग लिम्बुदेड (पावर फाइनेंस कॅापोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी

PFC CONSULTING LIMITED

(A wholly owned subsidiary of Power Finance Corporation Limited)
CIN U74140DL2008GOI175858

Ref. No.: 04/24-25/ITP-84/RFP

September 16, 2024

E-mail: amit.kumar16@grinfra.com

To,

Amit Kumar

AGM - Power Transmission (BD)

G R Infraprojects Limited

Address: 2nd Floor, Novus Tower, Plot No. 18,

Sector -18, Gurugram, Haryana-122015

Subject: Independent Transmission Project "Transmission Scheme for integration of Bijapur REZ in Karnataka" – Regarding Clarification to RfP documents &

Finalized TSA

Dear Sir,

This has reference to the issuance of RFP documents on June 01, 2024 for Independent Transmission Project "Transmission Scheme for integration of Bijapur REZ in Karnataka".

In this regard, the queries raised by bidders on RFP documents have been examined and clarifications are enclosed at **Annexure-I** for your information and necessary action.

Further, in terms of provisions of Clause 1.6.2.1 (6) of the RFP document, the revised finalized Transmission Service Agreement after incorporating amendments issued till date for the subject mentioned transmission scheme is enclosed at **Annexure-II**.

Thanking you,

Yours faithfully

(Naveen Phougat)

General Manager

Set-5 & 6 of Clarification for Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka"

S.No	Clause No. and Existing provision	Clarification required	Clarification
1.	RFP	Kindly provide existing or proposed mining area	The route of the transmission line has been
		location map near and under proposed	finalized by avoiding the mining area. For
	Section 1	transmission line.	further information, bidder may coordinate
	Clause No. 1.6.2		with the Mines and Geology department,
			Vijayapura (Bijapur).
2.	RFP	Please provide SLD and GA drawing indicating	Refer Amendment No. 2 provided with
		the scope of work at Raichur New.	clarifications Set-3 to the bidders on
	SPECIFIC TECHNICAL		16.08.2024. Development of drawings for
	REQUIREMENTS FOR SUBSTATION		present scope is in scope of TSP. For further
	Clause No. B.1.2		existing details, bidder is advised to visit the
	Switching Scheme, Note (vii)		site.
	as per SLD and GA drawing		
3.	provided with RfP	Please provide the drawings / documents as	Refer reply at S. No-2
3.	SPECIFIC TECHNICAL	mentioned in the clause.	Refer repry at 5. 140-2
	REQUIREMENTS FOR SUBSTATION	mentioned in the clause.	
	Clause No. B.5.0		
	Extension of existing substation.		
	o o		
4.	RFP	Please provide the SLD, General Arrangement &	Refer reply at S. No-2
		Earthmat Layout for 400KV Substation at Raichur.	
	SECTION 1 :- Clause No. 1.2 and	-	
	SPECIFIC TECHNICAL		
	REQUIREMENTS FOR SUBSTATION -		
	Clause No. B.5.0		



Set-5 & 6 of Clarification for Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka"

S.No	Clause No. and Existing provision	Clarification required	Clarification
5.	RFP	For Raichur substation , please provide existing	Refer reply at S. No-2
		make of 400kV CRP & SAS	
	SPECIFIC TECHNICAL		
	REQUIREMENTS FOR SUBSTATION -		
	Clause No. B.2.4		
6.	RFP	Please provide Feeder avaliabllity for ACDB &	Raichur S/s:
		DCDB for Raichur Substation.	AC and DC feeder modules are available.
	SPECIFIC TECHNICAL		However, bidder may also visit the site to
	REQUIREMENTS FOR SUBSTATION -		ascertain the suitability as per their
	Clause No. B.3.1		requirement.
7.	RFP	For Battery & Battery Charger, existing facilities	At Raichur extension, existing Battery and
		shall be used .Only Tapping will be in the scope of	Battery Charger shall be utilized for present
	SPECIFIC TECHNICAL	Bidder . Please Confirm	scope of work. Further, bidder is advised to
	REQUIREMENTS FOR SUBSTATION -		visit the site.
8.	Clause No. B.3.1 RFP	For Fire Fighting Creaters existing facilities shall	At aviating substations, the fire fighting
8.	SPECIFIC TECHNICAL	For Fire Fighting System, existing facilities shall be used for Raichur Substation. Please Confirm	At existing substations, the fire-fighting systems as available shall be extended to
	REQUIREMENTS FOR SUBSTATION -	be used for Kalchur Substation . Flease Commit	meet the additional requirements.
	Clause No. B.3.2		meet the additional requirements.
			D: C/ : 1
9.	RFP		Bijapur S/s is new substation to be developer
	Request for providing following details		under present scope.
	Required for cost estimation		For Painur C/s systemation, sylicting drawings
	Busbar Scheme Make 400 KV Existing Busbar Complete Model No. of central Unit along with photograph		For Raipur S/s extension, existing drawings and details for bidding purpose are already
			provided in Amendment No. 2 provided
		e Model No.of Peripheral Unit along with	with clarifications Set-3. All detailed
	photogra	•	drawings shall be developed by the TSP for
	priotogra	T-	1 /

Set-5 & 6 of Clarification for Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka"

S.No	Clause No. and Existing pro	vision	Clarification required	Clarification
		Availabi	lity of ports in Central Unit to cater present scope	which bidder is advised to visit the site for
		bays		additional details.
			bus bar protection location from existing SPR	
	Existing line protection	Make/M	odel	•
	Existing SAS	Make		
	Existing of to		ilability for Integration for Present Scope of Bay	
			Fote Make	
	Fote Details		Fote Model No. along with photograph	
			lability to integrate 2 line bay	
	PLCC Details		PLCC Make	
	Thee betains	Existing	PLCC Model No alongwith photograph	
			longest 400 KV line length	
	Existing 400 KV line details		conductor	
		Number	of conductor	
	EXISTING LV Switch Gear Detail	Availabi	lity of Spare Feeders for Present Scope	
	Existing 220V and 48 V DCDB	Availabi	lity of Spare Feeders for Present Scope	
	Existing MLDB and ELDB	Availabi	lity of Spare Feeders for Present Scope	t
	Battery detail 220 kv and 48v battery	Capacity	Availability for present 2 no of bays	
	Space in Existing SPR	Check sp	ace availability to mount present scope of 2 bays	

Set-5 & 6 of Clarification for Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka"

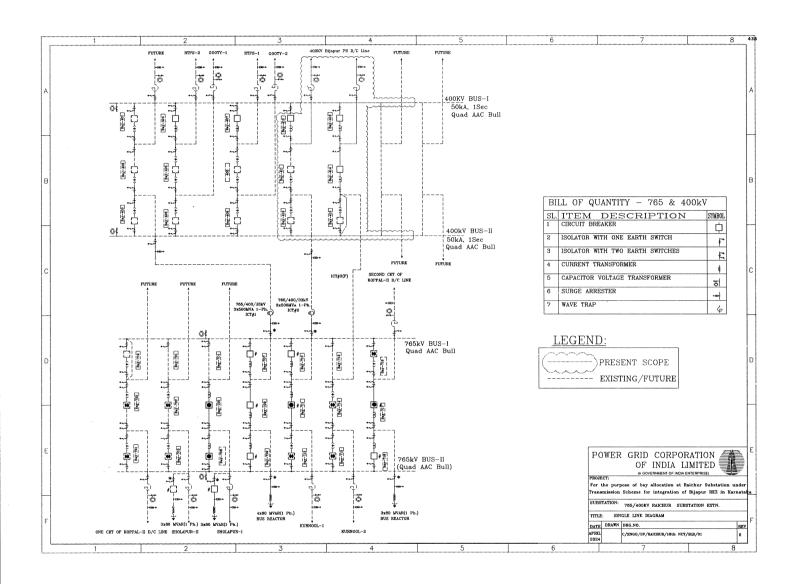
S.No	Clause No. and Existing prov	vision	Clarification required	Clarification
	Existing VMS system camera	Make/ Li	cence	
	lightining protection	Earth Wi	re / Lighting Mast	
	Is There Existing Gantry Structure	On Drg, Mark	Mark	
	Existing Eqipment Make	CB, ISO,	LA, CT, CVT, BPI	
	Graveling Done or not			
	Earth Mat Extended or not			
	Road Extendend or not			
	Cable Trench arrangement ,			
	Drain arrangement			
	Control room location wrt			
	new bay/SPR			
	SAS room location 1st			
	floor/Ground Floor ?			
	External Light on Beam or			
	Tower			
	Existing Bus Bar Scheme Drg			
	Line protection Drg			
	SAS Architecture Drg			
	FOTE Architecture			
	Illumination Layout Existing			·
	Cable Trench Layout			
	Section drg, EKD			
	SPR	AC detai	1	

Set-5 & 6 of Clarification for Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka"

S.No	Clause No. and Existing provision	Clarification required	Clarification
10	RFP	The guidelines at Sr. No. 3, inter-alia, stipulates "The states! UTs may adopt these guidelines in	Bidder may refer RoW guidelines of respective state i.e., Karnataka.
	General This has reference to the guidelines dated 14/06/2024 issued by Ministry of Power (MoP), GoI for payment of compensation regarding Right of Way (RoW) for transmission lines (copy attached). These guidelines are issued in supersession of the earlier guidelines dated 15/10/20215, 16/07/2020 and 27/06/2023 issued by MoP regarding Right of Way (RoW) for transmission lines. As per said guidelines the states/ UTs may adopt these guidelines in their entirety or issue their own modified guidelines. In the absence of State Government guidelines, these guidelines issued by the Central Government shall apply for determining compensation.	their entirety or issue their own modified guidelines. In the absence of State Government guidelines, these guidelines issued by the Central Government shall apply for determining compensation". In view of above, please clarify that in case of such states wherein State Government guidelines exist as on date whether the same shall be applicable or the same shall be ceased and until they issue their own modified guidelines, the guidelines dated 14/06/2024 issued by MoP, GoI shall be applicable. Kindly confirm as the same is required for appropriate estimation of RoW costs etc. for under bidding projects Bidder needs information for proper estimation	respective state itely realistate.
11	RFP 1.5 The objective of the bidding process is to select a Successful Bidder pursuant to	The schedule date of RfP Bid Submission of subject project is 22.08.2024. The acquisition price for the subject project has not yet been received.	Acquisition price would be shared to bidders separately.
	this RFP, who shall acquire one hundred percent (100%) of the equity shares of SPV [which is under incorporation] along with all its related assets and liabilities as per	RfP bid submission may be scheduled accordingly.	

Set-5 & 6 of Clarification for Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission Scheme for integration of Bijapur REZ in Karnataka"

S.No	Clause No. and Existing provision	Clarification required	Clarification
	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.		
	2.3 Clarifications and 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 RFP for Selection of Bidder as Transmission Service Provider mentioned in Clause 2.7.2. For any such clarifications or amendments, the Bidders should adhere to the format as per Annexure – 19.	The response to certain clarification sought against subject project has not yet been received. The response for clarifications sought by prospective bidders shall be provided atleast 2 weeks prior to bid deadline, so that price implications, if any, can be accounted for in the RfP bid.	Clarifications are provided to bidders through e-mail on timely basis.
13	RFP 2.5 The Bidding Process The entire bidding process shall be conducted on electronic bidding platform created by MSTC Limited.	The event of Bid Submission shall be kept live on the MSTC portal atleast 1 week prior to bid deadline.	Event has already been activated on MSTC portal.







G R INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN: L45201GJ1995PLC098652

Ref: GRIL/Bijapur/Clarification Reply/24-25/01

Date:21.10.2024

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

Kind Attention: Shri Naveen Phougat

Subject: Reply of clarification raised for submitted bid for "Transmission Scheme for integration of Bijapur REZ in Karnataka."

Reference: PFCCL letter Ref. No. 04/24-25/ITP-84/RFP dated 18-10-2024.

Dear Sir,

With reference to the captioned subject and letter received from PFCCL dated 18-10-2024 requesting additional clarification/document for subject mentioned submitted bid. Please find point wise reply.

Clarification received	GRIL Reply
Annexure-7B: As per Annexure-7B, bidder is required to submit the unconsolidated audited annual accounts of Technically Evaluated Entity (TEE) and the Bidding Company / 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). Therefore, GRIL is requested to submit the unconsolidated audited accounts of Varanasi Sangam Expressway Private Limited for FY 2021-2022.	Referring to the said query, Varanasi Sangam Expressway Pvt. Ltd., put under operation on dated 19-01-2022 to which we have submitted the unconsolidated audited accounts for FY 2020-2021. For clarification purposes, we are enclosing digitally signed unconsolidated audited accounts for FY 2021-2022.

We hope you will find our reply in order and will accept our bid for next stage of bidding.

Thanking you and always assuring you best of services.

FOR G R INFRAPROJECTS LIMITED

Authorized Signatory * * Saurabh Kaushik

Designation: Assistant General Manager

Place: Gurugram

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

Email: info@grinfra.com | Website: www.grinfra.com





JLN US & CO. Chartered Accountants

4/5, First Floor, Vishwakarma Complex
Near Paragon Mobile, Inside Udiapole
Udaipur 31,3001, Rajasthan, India
Mobile: +91-98280 58602, +91-98280 52131
Email: maheshmenaria@gmail.com

maheshmenaria@gmail.com jlnusudaipur@gmail.com

Web www.jlnus.com

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF VARANASI SANGAM EXPRESSWAY PRIVATE LIMITED

Report on the Audit of the Standalone Financial Statements

Opinion

We have audited the accompanying Standalone Financial Statements of VARANASI SANGAM EXPRESSWAY PRIVATE LIMITED ("the Company"), which comprise the balance sheet as at 31st March 2022, the statement of Profit and Loss, statement of changes in equity and statement of cash flows for the year then ended, and notes to the Standalone Financial Statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid Standalone Financial Statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2022, its profit, changes in equity and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing (SAs) issued by ICAI and specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Standalone Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the Standalone Financial Statements under the provisions of the Companies Act, 2013 and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Information Other than the Standalone Financial Statements and Auditor's Report Thereon

The company's Board of Directors is responsible for the other information. The other information comprises the information included in the Annual Report, but does not include the Standalone Financial Statements and our auditor's report thereon.

Our opinion on the Standalone Financial Statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the Standalone Financial Statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the Standalone Financial Statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.



Independent Auditors' Report on standalone financial statements (Continued)

Management's Responsibility for the Standalone Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these Standalone Financial Statements that give a true and fair view of the financial position, financial performance, changes in equity and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under section 133 of the Act. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statement that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the Standalone Financial Statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Standalone Financial Statements

Our objectives are to obtain reasonable assurance about whether the Standalone Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these Standalone Financial Statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Standalone Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design
 audit procedures that are appropriate in the circumstances. Under section
 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our
 opinion on whether the company has adequate internal financial controls system in
 place and the operating effectiveness of such controls.



Independent Auditors' Report on standalone financial statements (Continued)

- Evaluate the appropriateness of accounting policies used and the reasonableness
 of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the Standalone Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the Standalone Financial Statements, including the disclosures, and whether the Standalone Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Report on Other Legal and Regulatory Requirements

As required by the Companies (Auditor's Report) Order, 2020("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, we give in Annexure – I a statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.

As required by Section 143(3) of the Act, we report that:

- (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
- (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books
- (c) The Balance Sheet, the Statement of Profit and Loss, and the Cash Flow Statement dealt with by this Report are in agreement with the books of account
- (d) In our opinion, the aforesaid Standalone Financial Statements comply, in material respect, with the Ind AS specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.
- (e) On the basis of the written representations received from the directors as on 31st March, 2022 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2022 from being appointed as a director in terms of Section 164 (2) of the Act.
- (f) With respect to the adequacy of the internal financial controls over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in Annexure II.



6 8 CO M.No. 400828 UDAIPUR

Pd Acco

Independent Auditors' Report on standalone financial statements (Continued)

- (g) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:
 - The Company does not have any pending litigations which would have a material impact its financial position;
 - ii) Based on the assessment made by the company, there are no material foreseeable losses on its long term contracts that may require any provisioning
 - iii) In view of there being no amounts required to be transferred to the Investor Education and Protection Fund for the year under audit, the reporting under this clause is not applicable.

For JLN US & Company Chartered Accountants

FRN 101543W

CA Mahesh Menaria

Partner M No. 400828

UDIN: 22400828AJLROQ4899

Udaipur, May 19, 2022

Independent Auditors' Report on standalone financial statements (Continued)

Annexure – I to the Independent Auditors Report Referred to in our report of even date, to the members of VARANASI SANGAM EXPRESSWAY PRIVATE LIMITED for the year ended March 31, 2022

- (a) According to the information and explanations provided to us, there are no fixed assets in existence with company.
 - (b) According to the information and explanations provided to us, there are no immovable properties included in the fixed assets of the company and accordingly the reporting requirements under sub clause (c) of clause (i) of paragraph 3 of the order are not applicable.
- ii) In our opinion, and according to the information and explanations given to us, the company has sub-contracted the entire construction / operation related activities and therefore does not carry any inventories. Hence, the reporting requirements under clause (ii) of paragraph 3 of the order are not applicable.
- iii) In our opinion and according to the information and explanation given to us, the company has not granted any loans, secured or unsecured to companies, firms, Limited Liability Partnership or other parties covered in the register maintained under section 189 of the Companies Act 2013. Accordingly, the reporting requirements under sub-clause (a), (b) and (c) of Clause (iii) of paragraph 3 of the order are not applicable.
- iv) In our opinion and according to the information and explanations given to us, there are no loans, investments, guarantees and securities granted in respect of which provisions of section 185 and 186 of the Act are applicable and hence the reporting requirements under clause (iv) of paragraph 3 of the order are not applicable.
- v) In our opinion and according to the information and explanations given to us, the company has not accepted any deposits during the period under audit. Consequently, the directives issued by Reserve Bank of India and the provisions of sections 73 to 76 of the Act and the rules framed thereunder are not applicable.
- vi) The maintenance of cost records has been specified by the Central Government under sub-section (1) of section 148 of the Act for the company. We have broadly reviewed such records and are of the opinion that prima-facie, the prescribed records have been made and maintained. We have not, however, made a detailed examination of the records with a view to determine whether they are accurate or complete.
- vii) (a) According to the information and explanations given to us and based on the records of the company examined by us, the company is generally regular in depositing the undisputed statutory dues including income-tax, goods and service tax, duty of customs, cess and any other material statutory dues, as applicable, with the appropriate authorities in India.

According to the information and explanations given to us, there are no undisputed amounts in respect of the aforesaid statutory dues which in arrears as at March 31, 2022 for a period of more than six months from the date they became payable.



4.

Independent Auditors' Report on standalone financial statements (Continued)

- (b) According to the information and explanations given to us, there are no applicable statutory dues which have not been deposited on account of any dispute.
- viii) According to the information and explanations given to us and on the basis of our examination of the records of the Company, the Company has not surrendered or disclosed any transactions, previously unrecorded as income in the books of account, in the tax assessments under the Income Tax Act, 1961 as income during the year.
- ix) Based upon the audit procedures carried out by us and on the basis of information and explanations provided by the management we are of the opinion that the company has not defaulted in repayment of dues to banks / Financial Institutions. The company does not have any borrowings from government or Debenture Holders.
- x) In our opinion and according to the information and explanations given to us, the term loans taken by the company have been ultimately utilised for the purpose for which they were taken.
- xi) (a) Based on our audit procedures and according to the information given by the management, the money raised by way of listed debt instruments and has been applied for the purpose for which they were obtained.
 - (b) According to the information and explanations given to us and on the basis of our examination of the records of the Company, the company has made preferential allotment or private placement of non convertible debentures during the year under review and the requirement of section 42 and 62 of the Companies Act, 2013 have been complied with and the amount raised have been used for the purposes for which the funds were raised.
- xii) Based on the audit procedures performed by us for the purpose of reporting the true and fair view of the Standalone Financial Statements and as per the information and explanations given to us by the management, we report that we have neither come across any instance of fraud by the company or on the company by its officers or employees, noticed or reported during the year, nor have we been informed of any such case by the management.
- xiii) The company is not a Nidhi Company and hence the reporting requirements under clause (xii) of paragraph 3 of the order are not applicable.
- xiv) According to the information and explanations given to us, all transactions entered into by the company with related parties are in compliance with section 177 and 188 of the Act where applicable and the details thereof have been disclosed in the financial statements as required by the applicable accounting standards.
- xv) (a) Based on information and explanations provided to us and our audit procedures, in our opinion, the Company has an internal audit system commensurate with the size and nature of its business.
 - (b) We have considered the internal audit reports of the Company issued till date for the period under audit.



Independent Auditors' Report on standalone financial statements (Continued)

- xvi) The Company has not incurred cash losses in the current and in the immediately preceding financial year.
- xvii) There has been no resignation of the statutory auditors during the year. Accordingly, clause 3(xviii) of the Order is not applicable.
- xviii) According to the information and explanations given to us and on the basis of the financial ratios, ageing and expected dates of realisation of financial assets and payment of financial liabilities, other information accompanying the standalone financial statements, our knowledge of the Board of Directors and management plans and based on our examination of the evidence supporting the assumptions, nothing has come to our attention, which causes us to believe that any material uncertainty exists as on the date of the audit report that the Company is not capable of meeting its liabilities existing at the date of balance sheet as and when they fall due within a period of one year from the balance sheet date. We, however, state that this is not an assurance as to the future viability of the Company. We further state that our reporting is based on the facts up to the date of the audit report and we neither give any guarantee nor any assurance that all liabilities falling due within a period of one year from the balance sheet date, will get discharged by the Company as and when they fall due.
- xix) As per the information and explanations provided to us, the company has not entered into any non-cash transactions with directors or persons connected with them.
- xx) In our opinion and according to the information and explanations given to us, the company is not required to be registered under Section 45 IA of the Reserve Bank of India, 1934.
- in our opinion and according to the information and explanations given to us, there is no unspent amount under sub-section (5) of section 135 of the Act pursuant to any project. Accordingly, clauses 3(xx)(a) and 3(xx)(b) of the Order are not applicable.

M.No 400828 UDAIPUR

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For JLN US & Company Chartered Accountants

FRN/101543W

CA Mahesh Menaria Partner

M No. 400828

UDIN: 22400828AJLR0Q4899

Udaipur, May 19, 2022

Independent Auditors' Report on standalone financial statements (Continued)

Annexure - II to the Independent Auditors Report

Referred to in our report of even date, to the members of VARANASI SANGAM EXPRESSWAY PRIVATE LIMITED for the year ended March 31, 2022

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

We have audited the internal financial controls over financial reporting of VARANASI SANGAM EXPRESSWAY PRIVATE LIMITED ("the Company") as of March 31, 2022 in conjunction with our audit of the Standalone Financial Statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls over Financial Reporting issued by the Institute of Chartered Accountants of India (ICAI). These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditors' Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls, both applicable to an audit of Internal Financial Controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the Standalone Financial Statements, whether due to fraud or error.



Independent Auditors' Report on standalone financial statements (Continued)

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system over financial reporting.

Meaning of Internal Financial Controls Over Financial Reporting

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of Standalone Financial Statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of Standalone Financial Statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the Standalone Financial Statements.

Inherent Limitations of Internal Financial Controls Over Financial Reporting

Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future periods are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has, in all material respects, an adequate internal financial controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at March 31, 2022, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

> M.No. 400828

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For ILN US & Company **Chartered Accountants**

FRN 101543W

CA Mahesh Menaria Partner

M No. 400828

UDIN: 22400828AJLROQ4899 Acco

Udaipur, May 19, 2022

CIN U45500R[2017PTC057753

Balance Sheet

as at 31 March 2022

			₹ in Lakhs
Particulars	Ref Note No.	As at	As at
		31 March 2022	31 March 2021
Assets			
Non-current assets			
(a) Financial assets			
(i) Other financial assets	4.	1,10,570.69	1,15,394.18
(b) Other non-current assets	5	7,560.74	11,683.86
(c) Tax assets	6	1,569.70	133.72
Total non-current assets	•	1,19,701.13	1,27,211.76
Current assets		*/***/*********************************	
(a) Financial assets			
(i) Trade receivables	7	282.49	610.70
(ii) Cash and cash equivalents	8	9,131.22	1,302.30
(iii) Other bank balances	9	410.00	2,112.97
(iv) Other financial assets	4	6,925,47	9,457.13
	5	4,390.26	2,051.45
(b) Other current assets Total current assets	3 -	21,139.44	15,534.55
Total assets		1,40,840,57	1,42,746.31
Total assets		1/20/040.07	1,42,740.01
Equity and liabilities			
(a) Equity share capital	10	3,889.00	3,889.00
(b) Other equity	11	11,376.30	9,628.51
Total equity	***	15,265.30	13,517.51
Liabilities			
Non-current liabilities			
(a) Financial Liabilities			
(i) Borrowings	12	1,13,183.77	1,16,077.07
(b) Deferred tax liabilities (net)	22	4,203.62	3,613.87
Total non-current liabilities		1,17,387.39	1,19,690.94
Current liabilities			
(a) Financial liabilities			
(i) Borrowings	12	7,684.76	5,519.73
(ii) Trade payables - total outstanding dues of	13	7,004.70	5,317.70
(a) micro enterprises and small enterprises	***		
(b) creditors other than micro enterprises and small enterprises		360.76	3,860.15
(iii) Other financial liabilities	14	0:50	.0.40
(b) Other current liabilities	15	141.86	157.58
Total current liabilities	36.47	8,187.88	9,537.86
Total liabilities		1,25,575,27	1.29,228.80
Total equity and liabilities		1,40,840.57	1,42,746.3
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sis of preparation, measurement and significant accounting policies	2-3		
otes on financial statements	4 - 34		

The notes referred above are an integral part of these financial statements.

For and on behalf of the Board of Directors

As per our report of even date

For JLN US AND COMPANY

Chartered Accountants Firm's Reg. No. 101543W Ajendra Kumar Agarwal Chief Executive Officer

Express

Place: Gurugram Date: 19 May 2022

M.No. 400828 UDĂĬPŨŔ

CA Mahesh Menaria

Membership No: 400828 Place: Udaipur

Date: 19 May 2022

Vikas Agarwal Director DIN: 03113689 Place: Gurugram Date: 19 May 2022

Chinal gandhi Chirag Gandhi

Company Secretary

ICSI Memb. No.: A55452 Place: Gurugram

Date: 19 May 2022

Varun Bhasin

Director DIN: 03262761

Place: Gurugram Date: 19 May 2022

Namita Somani

Chief Financial Officer

Place: Udaípur Date: 19 May 2022

CIN U45500RJ2017PTC057753 Statement of Profit and Loss

for the year ended 31 March 2022

			₹ in Laklıs
Particulars	Ref Note No.	For the year ended 31 March 2022	For the year ended 31 March 2021
Інсоте			
Revenue from operations	16	13,170.20	38,791.25
Other income	17	527.70	106.13
Total income		13,497.90	38,897.38
Expenses			
Construction costs	18	749.00	19,138.04
Employee benefits expense	19	6.00	4.90
Finance costs	20	9,704.24	9,470.47
Other expenses	21	701.13	590,63
Total expenses		11,160.37	29,204.04
Profit before tax		2,337.53	9,693.34
Tax expense:			
Current tax	22	*	*
Deferred tax charge	22	589.74	3,391.77
Total tax expenses		589.74	3,391.77
Profit for the year		1,747.79	6,301.57
Total comprehensive income for the year		1,747.79	6,301.57
Earnings per share			
(Nominal value of share Rs.10 each)			
Basic (Rs.)	30	4.49	16,20
Diluted (Rs.)	30	4.49	16,20
Basis of preparation, measurement and significant accounting policies	2 - 3:		
Notes on financial statements	4 - 34		

The notes referred above are an integral part of these financial statements

M.No. 400828 UDAIPUR For and on behalf of the Board of Directors

As per our report of even date attached

For JLN US AND COMPANY

Chartered Accountants Firm's Reg. No. 101543W

CA Mahesh Menaria

Place: Udalpur

Date: 19 May 2022

Membership No: 400828

Partner

fjeren (Ajendra Kumar Agarwal Chief Executive Officer

Place: Gurugram Date: 19 May 2022 Vivas Agamed

Director DIN: 03113689

Place: Gurugram

Date: 19 May 2022

Varun Bhasin Director

DIN: 03262761 Place: Gurugram

Date: 19 May 2022

chionag gandhi Chirag Gandhi

Company Secretary

ICSI Memb. No.: A55452

Place: Gurugram

Date: 19 May 2022

Namita Somani Chief Financial Officer

Place: Udaipur Date: 19 May 2022



Varanasi Sangam Expressway Private Limited CIN U45500RJ2017PTC057753

Statement of Cash Flows for the year ended 31 March 2022

			₹ in Lakhs
Particulars	Ref Note No.	For the year ended	For the year ended
		31 March 2022	31 March 2021
Cash flows from operating activities			
Profit before tax		2,337.53	9,693,34
Adjustments for:			
Interest income		(327.70)	
Finance costs		9,704.24 11.714.07	9,470.47 19,087.83
Working capital adjustments:		11,714:07	12/10/10/2
Decrease / (increase) in financial and non-financial assets		9,139.47	(38,120,42)
Decrease / (increase) in trade receivables		328.21	(223.87)
(Decrease)/ increase in trade payables		(3,499.39)	1,601.08
(Decrease) in provisions, financial and non-financial liabilities		(15.62)	(293,54)
Cash generated / (used in) from operating activities		17,666.74	(17,948.92)
Income tax paid (net)		(1,435.98)	1,164.03
Net cash generated/(used in) from operating activities (A)		16,230.76	(16,784.89)
Cash flows from investing activities			
Interest received		327.70	75.98
(Investments)/ Redemptions of bank deposits (net)		1,702.97	(2,112.97)
Net cash generated/(used in) from investing activities (B)		2,030.67	(2,036.99)
Cash flows from financing activities			
Interest paid		(8,664.76)	(7.697.86
Repayment of non-current borrowings		(23,756.75)	
Proceeds from non-current borrowings		21,989.00	26,716.92
Net cash (used in)/generated from financing activities (C)		(10,432.51)	19,019.06
Net increase in cash and cash equivalents (A+B+C)		7,828.92	197,18
Cash and cash equivalents at 1 April		1,302.30	1,105,13
Cash and cash equivalents at 31 March		9,131.22	1,302.30
Notes:			

1 Cash and cash equivalents comprises of (refer note 8)

	Ref Note No.	As at	As at 31 March 2021
		31 March 2022	
Cash and cash equivalents			
Balances with banks:			
- Current accounts		9,131.22	1,302.30
Cash and cash equivalents		9,131.22	1,302.30
Cash and cash equivalents in statement of cash flow		9,131.22	1,302.30

2 The above Statement of Cash Flow has been prepared under the "Indirect Method" as set out in Indian Accounting Standard (Ind AS) - 7 "Statement of Cash Flows".





CIN U45500RI2017PTC057753 Statement of Changes in Equity for the year ended 31 March 2022

A. Equity Share Capital

₹ in Lakhs

Particulars	Number of shares	Amount
Balance as at 1 April 2020	3,88,90,000	3,889.00
Changes in Equity Share Capital due to prior period errors		<u> </u>
Changes in equity share capital during the year		\u
Balance as at 31 March 2021	3,88,90,000	3,889.00
Changes in Equity Share Capital due to prior period errors		5.
Changes in equity share capital during the year	5.	
Balance as at 31 March 2022	3,88,90,000	3,889.00

B. Other Equity

₹ in Lakhs

Particulars	Retained Earnings	Debenture redemption reserve	Total
Balance as at commencement of year	3,326.94		3,326.94
Total comprehensive income for the year ended 31 Mar 2021			
Profit for the year	6,301.57		6,301.57
Balance as at 31 March 2021	9,628.51	14	9,628.51
Total comprehensive income for the year ended 31 Mar 2022			
Profit for the year	1,747.79		1,747.79
Items of other comprehensive income for the year, net of taxes		1	
Transfer to debenture redemption reserve	(7,630.25)	7,630.25	
Total comprehensive income for the year	(5,882.46)	7,630.25	1,747.79
Balance as at 31 March 2022	3,746.05	7,630.25	11,376.30

Basis of preparation, measurement and significant accounting policies Notes on financial statements

M.No. 400828

UDAIPUR

2-3

4 - 34

The notes referred above are an integral part of these financial statements

For and on behalf of the Board of Directors

James Vann Blue

As per our report of even date attached

For JLN US AND COMPANY

Chartered Accountants

Firm's Reg. No. 101543W

Ajendra Kumar Agarwal Chief Executive Officer

> Place: Gurugram Date : 19 May 2022

CA Mahesh Menaria

Partner

Membership No: 400828

Place: Udaipur Date: 19 May 2022 Vikas Agarwal Director

DIN: 03113689

Place: Gurugram Date: 19 May 2022

chional Jandhi Chirag Gandhi

Company Secretary

ICSI Memb. No.: A55452 Place: Gurugram

Date: 19 May 2022

Namita Somani

Chief Einancial Officer

Place: Udaipur Date: 19 May 2022

Varun Bhasin

DIN: 03262761

Place: Gurugram

Date: 19 May 2022

Director



Notes to the financial statements

for the year ended 31 March 2022

1. Reporting entity

Varanasi Sangam Expressway Private Limited ('the Company') having Registered office at GR House, Hiran Magri, Sector 11, Udaipur, Rajasthan, 313002 was incorporated in Udaipur Rajasthan, India on April 17, 2017 as a Private limited company under the Companies Act, 2013 (the 'Act') as a subsidiary of G R Infraprojects Limited.

The Company is formed as a special purpose vehicle (SPV) to design, build, operate and transfer basis, ("DBOT Annuity" or "Hybrid Annuity") the project relating to Six Laning of Handia Varanasi Section of NH -2 from km 713.146 to km 785.544 (Approx.72.398 km) in the State of Uttar Pradesh under NHDP Phase -V on Hybrid annuity mode. The company has entered into concession agreement with the National Highway Authority of India ("NHAI") dated 21st August, 2018.

The Financial Statements were approved for issue in accordance with a resolution of the board of directors on May 19, 2022.

2. Basis of preparation

a. Statement of compliance

These financial statements have been prepared in accordance with Indian Accounting Standards (Ind AS) as per the Companies (Indian Accounting Standards) Rules, 2015 notified under Section 133 of Companies Act, 2013, (the 'Act'), Companies (Indian Accounting Standards) Rules, 2015 as amended by Companies (Indian Accounting Standards) (Amendment) Rules, 2016 and other relevant provisions of the Act.

Details of the Company's accounting policies are included in Note 3.

b. Functional and presentation currency

These financial statements are presented in Indian Rupees (Rs.), which is also the Company's functional currency. All amounts have been rounded-off to the nearest lakhs, unless otherwise indicated.

c. Basis of measurement

The financial statements have been prepared on the historical cost using accrual basis of accounting except certain financial instruments measured at fair values.

d. Use of estimates and judgments

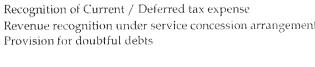
In preparing these financial statements, management has made judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised prospectively.

Assumptions and estimation uncertainties

Information about assumptions and estimation uncertainties that have a significant risk of resulting in a material adjustment within the next financial year are included in the following notes:

Revenue recognition under service concession arrangement Provision for doubtful debts





Notes to the financial statements (continued)

for the year ended 31 March 2022

e. Measurement of fair values

Some of the Company's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

The Company has an established control framework with respect to the measurement of fair values. This includes a financial reporting team that has overall responsibility for overseeing all significant fair value measurements, including Level 3 fair values, and reports directly to the chief financial officer.

The financial reporting team regularly reviews significant unobservable inputs and valuation adjustments. If third party information, such as pricing services, is used to measure fair values, then the financial reporting team assesses the evidence obtained from the third parties to support the conclusion that these valuations meet the requirements of Ind AS, including the level in the fair value hierarchy in which the valuations should be classified.

Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows.

Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

When measuring the fair value of an asset or a liability, the Company uses observable market data as far as possible. If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement.

The Company recognises transfers between levels of the fair value hierarchy at the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:

- Investments
- Financial instruments





Notes to the financial statements (continued)

for the year ended 31 March 2022

3. Significant accounting polices

a. Foreign currency transaction

Transactions in foreign currencies are translated into the respective functional currencies of the Company at the exchange rates at the date of the transaction or at an average rate if the average rate approximates the actual rate at the date of the transaction.

Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rate at the reporting date. Non-monetary assets and liabilities that are measured at fair value in a foreign currency are translated into the functional currency at the exchange rate when the fair value was determined. Non-monetary assets and liabilities that are measured based on historical cost in a foreign currency are translated at the exchange rate at the date of the transaction. Exchange differences are recognised in profit or loss.

b. Financial instruments

i Initial recognition and measurement

All financial assets and financial liabilities are recognised when the company becomes a party to the contractual provisions of the instruments. A financial asset and financial liability is initially measured at fair value except Trade receivable which is measured at transaction price in accordance with Ind AS 115. Transaction price that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit and loss) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition. Transaction price directly attributable to the acquisition of financial assets or financial liabilities at fair value through profit and loss are recognised immediately in the Statement of Profit and Loss.

Financial assets and financial liabilities are offset when the Group has a legally enforceable right (not contingent on future events) to off-set the recognised amounts either to settle on a net basis, or to realise the assets and settle the liabilities simultaneously.

A financial asset or financial liability is initially measured at fair value plus, for an item not at fair value through profit and loss (FVTPL), transaction costs that are directly attributable to its acquisition or issue.

ii Classification and subsequent measurement

For purposes of subsequent measurement, financial assets are classified based on assessment of business model and contractual cashflows in which they are held.

Financial assets

On initial recognition, a financial asset is classified as measured at

- amortised cost;
- FVOCI debt investment;
- FVOCI equity investment; or
- FVTPL

Financial assets are not reclassified subsequent to their initial recognition, except if and in the period the Company changes its business model for managing financial assets.





for the year ended 31 March 2022

At amortized cost

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- the asset is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

At fair value through Other comprehensive income (FVOCI)

A debt investment is measured at FVOCI if it meets both of the following conditions and is not designated as at FVTPL:

- the asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

At present, the Company does not have investments in any debt securities classified as FVOCI.

On initial recognition of an equity investment that is not held for trading, the Company may irrevocably elect to present subsequent changes in the investment's fair value in OCI (designated as FVOCI – equity investment). This election is made on an investment by investment basis.

At fair Value through Profit and Loss (FVTPL)

All financial assets not classified as measured at amortised cost or FVOCI as described above are measured at FVTPL. This includes all derivative financial assets. On initial recognition, the Company may irrevocably designate a financial asset that otherwise meets the requirements to be measured at amortised cost or at FVOCI as at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

Financial assets at FVTPL are measured at fair value at the end of each reporting period, with any gains or losses arising on remeasurement recognised in profit or loss. The net gain or loss recognised in profit or loss incorporates any dividend or interest earned on the financial asset.

Financial assets: Business model assessment

The Company makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to management. The information considered includes:

- the stated policies and objectives for the portfolio and the operation of those policies in practice. These include whether management's strategy focuses on earning contractual interest income, maintaining a particular interest rate profile, matching the duration of the financial assets to the duration of any related liabilities or expected cash outflows or realising cash flows through the sale of the assets;
- how the performance of the portfolio is evaluated and reported to the Company's management;
- the risks that affect the performance of the business model (and the financial assets held within that business model) and how those risks are managed;
- how managers of the business are compensated e.g. whether compensation is based on the fair value of the assets managed or the contractual cash flows collected; and
- the frequency, volume and timing of sales of financial assets in prior periods, the reasons for such sales and expectations about future sales activity.



for the year ended 31 March 2022

Transfers of financial assets to third parties in transactions that do not qualify for derecognition are not considered sales for this purpose, consistent with the Company's continuing recognition of the assets.

Assessment whether contractual cash flows are solely payments of principal and interest

Further, management also evaluates whether the contractual cash flows are solely payment of
principal and interest considering the contractual terms of the instrument.

For the purposes of this assessment, 'principal' is defined as the fair value of the financial asset on initial recognition. 'Interest' is defined as consideration for the time value of money and for the credit risk associated with the principal amount outstanding during a particular period of time and for other basic lending risks and costs (e.g. liquidity risk and administrative costs), as well as a profit margin.

In assessing whether the contractual cash flows are solely payments of principal and interest, the Company considers the contractual terms of the instrument. This includes assessing whether the financial asset contains a contractual term that could change the timing or amount of contractual cash flows such that it would not meet this condition. In making this assessment, the Company considers:

- contingent events that would change the amount or timing of cash flows;
- terms that may adjust the contractual coupon rate, including variable interest rate features;
- prepayment and extension features; and
- terms that limit the Company's claim to cash flows from specified assets (e.g. non-recourse features).

A prepayment feature is consistent with the solely payments of principal and interest criterion if the prepayment amount substantially represents unpaid amounts of principal and interest on the principal amount outstanding, which may include reasonable additional compensation for early termination of the contract. Additionally, for a financial asset acquired at a significant discount or premium to its contractual paramount, a feature that permits or requires prepayment at an amount that substantially represents the contractual par amount plus accrued (but unpaid) contractual interest (which may also include reasonable additional compensation for early termination) is treated as consistent with this criterion if the fair value of the prepayment feature is insignificant at initial recognition.

Financial assets: Subsequent measurement and gains and losses

Financial assets at FVTPL		These assets are subsequently measured at fair value. Net gains and losses, including any interest or dividend income, are recognised in profit or loss.	
Financial assets amortised cost	at	These assets are subsequently measured at amortised cost using the effective interest method. The amortised cost is reduced by impairment losses. Interest income, foreign exchange gains and losses and impairment are recognised in profit or loss. Any gain or loss on derecognition is recognised in profit or loss.	
Equity investments FVOCI	at	These assets are subsequently measured at fair value. Dividends are recognised as income in profit or loss unless the dividend clearly represents a recovery of part of the cost of the investment. Other net gains and losses are recognised in OCI and are not reclassified to profit or loss.	





for the year ended 31 March 2022

Financial liabilities are classified as measured at amortised cost or FVTPL. A financial liability is classified as at FVTPL if it is classified as held-for-trading, or it is a derivative or it is designated as such on initial recognition. Financial liabilities at FVTPL are measured at fair value and net gains and losses, including any interest expense, are recognised in statement of profit and loss. Other financial liabilities are subsequently measured at amortised cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognised in statement of profit and loss. Any gain or loss on derecognition is also recognised in statement of profit and loss.

Fees paid on the establishment of loan facilities are recognised as transaction costs of loan to the extent it is probable that some or all of the loan facility will be drawn down. The facility fee and related payments are accounted for as a transaction cost under Ind AS 109. The said facility fee is deferred and treated as a transaction cost when draw-down occurs; it is not amortised prior to the draw-down.

iii. Derecognition

Financial assets

The Company derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the Company neither transfers nor retains substantially all of the risks and rewards of ownership and does not retain control of the financial asset. Further, the contractual terms of the existing financial assets are substantially modified, such modification is treated as the derecognition of original financial asset and the recognition of a new financial asset. Such newly recognized financial asset is measured at fair value on initial recognition. The difference in respective carrying amount, if any, is recognized in the Statement of Profit and Loss. If the modification of a financial asset does not result in its derecognition, then the gross carrying amount of the financial asset is recalculated at original effective interest rate and the resulting gain or loss is recognized in the Statement of Profit and Loss.

If the Company enters into transactions whereby it transfers assets recognised on its balance sheet, but retains either all or substantially all of the risks and rewards of the transferred assets, the transferred assets are not derecognised.

Financial liabilities

The Company derecognises a financial liability when its contractual obligations are discharged or cancelled or expire.

The Company also derecognises a financial liability when its terms are modified and the cash flows under the modified terms are substantially different. In this case, a new financial liability based on the modified terms is recognised at fair value. The difference between the carrying amount of the financial liability extinguished and the new financial liability with modified terms is recognised in profit or loss.

iv. Offsetting

Financial assets and financial liabilities are offset and the net amount presented in the balance sheet when, and only when, the Company currently has a legally enforceable right to set off the amounts and it intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

c. Operating cycle

All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the Schedule III of the Companies Act, 2013. Operating cycle is the time from start of the project to their realization in cash or cash equivalents.

Notes to the financial statements (continued)

for the year ended 31 March 2022

d. Property, plant and equipment

i. Recognition and measurement

Items of property, plant and equipment are measured at cost, which includes capitalised borrowing costs, less accumulated depreciation and accumulated impairment losses, if any.

Cost of an item of property, plant and equipment comprises its purchase price, including import duties and non-refundable purchase taxes, after deducting trade discounts and rebates, any directly attributable cost of bringing the item to its working condition for its intended use and estimated costs of dismantling and removing the item and restoring the site on which it is located.

The cost of a self-constructed item of property, plant and equipment comprises the cost of materials and direct labour, any other costs directly attributable to bringing the item to working condition for its intended use, and estimated costs of dismantling and removing the item and restoring the site on which it is located.

If significant parts of an item of property, plant and equipment have different useful lives, then they are accounted for as separate items (major components) of property, plant and equipment.

Any gain or loss on disposal of an item of property, plant and equipment is recognised in statement of profit and loss.

ii. Subsequent expenditure

Subsequent expenditure is capitalised only if it is probable that the future economic benefits associated with the expenditure will flow to the Company.

iii. Derecognition

The carrying amount of an item of property, plant and equipment is derecognized on disposal or when no future economic benefits are expected from its use or disposal. The consequential gain or loss is measured as the difference between the net disposal proceeds and the carrying amount of the item and is recognized in the Statement of Profit and Loss.

iv. Depreciation

Depreciation on property, plant and equipment is calculated on straight line basis over the estimated useful lives as prescribed under schedule II of the Act.

e. Intangible assets

i. Recognition and measurement

Intangible assets including those acquired by the Company are initially measured at cost. Such intangible assets are subsequently measured at cost less accumulated amortisation and any accumulated impairment losses.

ii. Subsequent expenditure

Subsequent expenditure is capitalised only when it increases the future economic benefits embodied in the specific asset to which it relates. All other expenditure is recognised in profit or loss as incurred.

iii. Derecognition

The carrying amount of an intangible asset is derecognised on disposal or when no future economic benefits are expected from its use or disposal. The gain or loss arising from the Derecognition of an intangible asset is measured as the difference between the net disposal proceeds and the carrying amount of the intangible asset and is recognised in the Statement of Profit and Loss when the asset is derecognised.

for the year ended 31 March 2022

iv. Amortisation

Amortisation is calculated to write off the cost of the intangible assets less their estimated residual values over their estimated useful lives using the straight-line method and is included in depreciation and amortisation in financial statement.

f. Inventories

Inventories are measured at the lower of cost and net realisable value. However, materials and other items held for use in civil construction work and / or production of inventories are not written down below cost if the finished products in which they will be incorporated are expected to be sold at or above cost. The cost of inventories is based on the weighted average cost method, and includes expenditure incurred in acquiring the inventories, production or conversion costs and other costs incurred in bringing them to their present location and condition.

In the case of manufactured inventories and work-in-progress, cost includes direct materials and labour and a proportion of manufacturing overheads based on normal operating capacity. Cost is determined on weighted average cost method. Trading goods are valued at lower of cost and net realizable value. Cost is determined on weighted average cost method basis.

g. Impairment

i Impairment of financial instruments

The Company recognises loss allowances for expected credit losses on:

- financial assets measured at amortised cost;
- contract assets recognised under contract with customers; and
- financial assets measured at FVOCI including debt investments.

At each reporting date, the Company assesses whether financial assets carried at amortised cost are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- significant financial difficulty of the borrower or issuer;
- a breach of contract such as a default or being past due for 90 days or more;
- the restructuring of a loan or advance by the Company on terms that the Company would not consider otherwise;
- it is probable that the borrower will enter bankruptcy or other financial reorganisation;
- the disappearance of an active market for a security because of financial difficulties.

The Company measures loss allowances at an amount equal to lifetime expected credit losses, except for bank balances for which credit risk (i.e. the risk of default occurring over the expected life of the financial instrument) has not increased significantly since initial recognition, which are measured as 12 month expected credit losses.

Loss allowances for trade receivables are always measured at an amount equal to lifetime expected credit losses Lifetime expected credit losses are the expected credit losses that result from all possible default events over the expected life of a financial instrument. Twelve months expected credit losses are the portion of expected credit losses that result from default events that are possible within 12 months after the reporting date (or a shorter period if the expected life of the instrument is less than 12 months).



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for the year ended 31 March 2022

In all cases, the maximum period considered when estimating expected credit losses is the maximum contractual period over which the Company is exposed to credit risk. When determining whether the credit risk of a financial asset has increased significantly sinceinitial recognition and when estimating expected credit losses, the Company considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Company's historical experience and informed credit assessment and including forward looking information.

Measurement of expected credit losses

Expected credit losses are a probability weighted estimate of credit losses. Credit losses are measured as the present value of all cash shortfalls (i.e. the difference between the cash flows due to the Company in accordance with the contract and the cash flows that the Company expects to receive).

Presentation of allowance for expected credit losses in the balance sheet.

Loss allowances for financial assets measured at amortised cost are deducted from the gross carrying amount of the assets.

ii Impairment of non-financial assets

The Company's non-financial assets, other than inventories and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated.

For impairment testing, assets that do not generate independent cash inflows are grouped together into cash-generating units (CGUs). Each CGU represents the smallest group of assets that generates cash inflows that are largely independent of the cash inflows of other assets or CGUs.

The recoverable amount of a CGU (or an individual asset) is the higher of its value in use and its fair value less costs to sell. Value in use is based on the estimated future cash flows, discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the CGU (or the asset).

The Company's corporate assets (e.g., central office building for providing support to various CGUs) do not generate independent cash inflows. To determine impairment of a corporate asset, recoverable amount is determined for the CGUs to which the corporate asset belongs.

An impairment loss is recognised if the carrying amount of an asset or CGU exceeds its estimated recoverable amount. Impairment losses are recognised in the statement of profit and loss. Impairment loss recognised in respect of a CGU is allocated first to reduce the carrying amount of any goodwill allocated to the CGU, and then to reduce the carrying amounts of the other assets of the CGU (or group of CGUs) on a pro rata basis.

In respect of other assets for which impairment loss has been recognised in prior periods, the Company reviews at each reporting date whether there is any indication that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. Such a reversal is made only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.



for the year ended 31 March 2022

h. Employee benefits

Short-term employee benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognised for the amount expected to be paid e.g. Under shortterm cash bonus, if the Company has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee, and the amount of obligation can be estimated reliably.

i. Provisions and contingencies (other than for employee benefits)

A provision is recognised if, as a result of a past event, the Company has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows (representing the best estimate of the expenditure required to settle the present obligation at the balance sheet date) at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability.

The unwinding of the discount is recognised as finance cost. Expected future operating losses are not provided for.

Provisions are reviewed at each balance sheet date and adjusted to reflect the current best estimate. If it is no longer probable that the outflow of resources would be required to settle the obligation, the provision is reversed."

"Provisions are not recognised for future operating losses."

Contingencies

Disclosure for a contingent liability is made when there is a possible obligation or a present obligation that may, but probably will not require an outflow of resources embodying economic benefits or the amount of such obligation cannot be measured reliably. When there is a possible obligation or a present obligation in respect of which likelihood of outflow of resources embodying economic benefits is remote, no provision or disclosure is made.

j. Revenue from contracts with customer

Revenue from contracts with customers is recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The Company assesses promises in the contract that are separate performance obligations to which a portion of transaction price is allocated.

Revenue is measured based on the transaction price as specified in the contract with the customer. It excludes taxes or other amounts collected from customers in its capacity as an agent.

Service Concession Arrangement

Service concession arrangements (SCA) refers to the arrangement between the grantor (a public sector entity) and the operator (a private sector entity) to provide service that give the public access to major economic and social facilities utilising private sector funds and expertise.

With respect to the SCA, revenue and cost are allocated between those relating to the construction services and those related to the operation and maintenance services, and accounted for separately.

The Company constructs the infrastructure (road) used to provide a public service and operates and maintains that infrastructure for a specified period of time. Under Appendix D to Ind AS 115 - Revenue from Contracts with Customers, this arrangement is accounted for based on the nature of the consideration. The intangible asset is used to the extent that the Company receives a right to charge the

A. (8)

for the year ended 31 March 2022

users of the public service. The financial asset is used when the Company has an unconditional right to receive cash or another financial asset from or at the direction of the grantor for the construction services.

Design-Build-Operate-Transfer (DBOT) contracts on hybrid annuity basis contain three streams of revenue- Construction revenue, Financing income and Operations and maintenance (O&M) income. The construction stream of DBOT revenues are accounted for in the construction phase of DBOT, O&M income is recognised in the operating phase of the DBOT, while finance income is recognised over a concession period based on the imputed interest method.

Revenue from construction of contracts is recognised by applying percentage of completion method after providing for foreseeable losses, if any, percentage of completion method is determined as a proportion of the cost incurred up to the reporting date to the total estimated cost to complete. Foreseeable losses, if any on the contracts is recognised as expense in the period in which it is foreseen, irrespective of the stage of completion of the contract. While determining the amount of foreseeable loss, all elements of cost and related incidental income not included in contract revenue is taken into consideration. Contract is reflected at cost that are expected to be recoverable till such time the outcome of the contract cannot be ascertained reliably and at realisable value thereafter.

Contract balances

Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer e.g. unbilled revenue. If the Company performs by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset i.e. unbilled revenue is recognised for the earned consideration that is conditional. The contract assets are transferred to receivables when the rights become unconditional. This usually occurs when the Company issues an invoice to the Customer.

Trade receivables

A receivable represents the Company's right to an amount of consideration that is unconditional i.e. only the passage of time is required before payment of consideration is due.

Contract liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the Company has received consideration (or an amount of consideration is due) from the customer. Contract liabilities are recognised as revenue when the Company performs under the contract.

Others

Interest income is recognised using effective interest rate (EIR) method.

k. Leases

At inception of a contract, the Company assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Company assesses whether (i) the contract involves the use of identified asset; (ii) the Company has substantially all of the economic benefits from the use of the asset through the period of lease and (iii) the Company has right to direct the use of the asset.

a) As a lessee

Lease term is a non-cancellable period together with periods covered by an option to extend the lease if the Company is reasonably certain to exercise that option; and periods covered by an option to terminate the lease if the Company is reasonably certain not to exercise that option. The Company uses judgement in assessing the lease term (including anticipated renewals/termination options).

The Company recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs.

A. J.

for the year ended 31 March 2022

incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Company by the end of the lease term or the cost of the right-of-use asset reflects that the Company will exercise a purchase option. In that case the right-of-use asset will be depreciated over the useful life of the underlying asset. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain re measurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the incremental borrowing rate at the lease commencement date if the interest rate implicit in the lease or, if that rate cannot be readily determined. After the commencement date, lease liability is increased to reflect the accretion of interest and reduced for the lease payment made.

Lease payments included in the measurement of the lease liability comprises of fixed payments, including in-substance fixed payments, amounts expected to be payable under a residual value guarantee and the exercise price under a purchase option that the Company is reasonably certain to exercise, lease payments in an optional renewal period if the Company is reasonably certain to exercise an extension option.

The lease liability is measured at amortised cost using the effective interest method. Modifications to a lease agreement beyond the original terms and conditions are generally accounted for as a remeasurement of the lease liability with a corresponding adjustment to the ROU asset. Any gain or loss on modification is recognized in the Statement of Profit & Loss. However, the modifications that increase the scope of the lease by adding the right to use one or more underlying assets at a price commensurate with the stand-alone selling price are accounted for as a separate new lease. In case of lease modifications, discounting rates used for measurement of lease liability and ROU assets is also suitably adjusted.

Short-term leases and leases of low-value assets

The Company has elected not to recognise right of use assets and lease liabilities for short term leases of all the assets that have a lease term of twelve months or less with no purchase option and leases for which the underlying asset is of low value. The lease payments associated with these leases are recognized as an expense on a straight-line basis over the lease term.

b) As a lessor

Leases for which the Company is a lessor is classified as finance or operating leases. When the terms of the lease transfer substantially all the risks and rewards of ownership to the lessee, the contract is classified as a finance lease. All other leases are classified as operating leases.

1. Recognition of interest income or expense, Insurance claim received

Interest income or expense is recognised using the effective interest method.

The 'effective interest rate' is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument to:

- the gross carrying amount of the financial asset; or
- the amortised cost of the financial liability.
- Insurance claims are accounted for on the basis of claims admitted/expected to be admitted and to the extent that there is no uncertainty in receiving the claims.



Notes to the financial statements (continued)

for the year ended 31 March 2022

m. Income tax

Income tax comprises of current and deferred tax. It is recognised in the statement of profit and loss except to the extent that it relates to an item recognised directly in equity or in OCI.

i Current tax

Current tax comprises of the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to the tax payable or receivable in respect of previous years. The amount of current tax reflects the best estimate of the tax amount expected to be paid or received after considering the uncertainty, if any, related to income taxes. It is measured using tax rates (and tax laws) enacted or substantively enacted by the reporting date.

Current tax assets and current tax liabilities are offset only if there is a legally enforceable right to set off the recognised amounts, and it is intended to realise the asset and settle the liability on a net basis or simultaneously.

ii Deferred tax

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes. Deferred tax is also recognised in respect of carried forward tax losses and tax credits.

Deferred tax assets are recognised to the extent that it is probable that future taxable profits will be available against which they can be used. The existence of unused tax losses is strong evidence that future taxable profit may not be available. Therefore, in case of a history of recent losses, the Company recognises a deferred tax asset only to the extent that it has sufficient taxable temporary differences or there is convincing other evidence that sufficient taxable profit will be available against which such deferred tax asset can be realised. Deferred tax assets –unrecognised or recognised, are reviewed at each reporting date and are recognised/ reduced to the extent that it is probable/ no longer probable respectively that the related tax benefit will be realised.

Deferred tax is measured at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, based on the laws that have been enacted or substantively enacted by the reporting date.

The measurement of deferred tax reflects the tax consequences that would follow from the manner in which the Company expects, at the reporting date, to recover or settle the carrying amount of its assets and liabilities.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

Any tax credit available is recognised as deferred tax to the extent that it is probable that future taxable profit will be available against which the unused tax credit can be utilized. The said asset is created by way of credit to the Statement of Profit and loss and shown under the head of deferred tax.

Presentation of current and deferred tax:

Current and deferred tax are recognized as income or an expense in the Statement of Profit and Loss, except when they relate to items that are recognized in Other Comprehensive Income, in which case, the current and deferred tax income/expense are recognized in Other Comprehensive Income.







for the year ended 31 March 2022

The Company offsets current tax assets and current tax liabilities, where it has a legally enforceable right to set off the recognized amounts and where it intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously. In case of deferred tax assets and deferred tax liabilities, the same are offset if the Company has a legally enforceable right to set off corresponding current tax assets against current tax liabilities and the deferred tax assets and deferred tax liabilities relate to income taxes levied by the same tax authority on the Company.

n. Borrowing cost

Borrowing costs are interest and other incurred in connection with the borrowing of funds. Borrowing costs directly attributable to acquisition or construction of an asset which necessarily take a substantial period of time to get ready for their intended use are capitalised as part of the cost of that asset. Other borrowing costs are recognised as an expense in the period in which they are incurred.

o. Earnings per Share

Basic earnings per share is computed by dividing the net profit for the period attributable to the equity shareholders of the Company by the weighted average number of equity shares outstanding during the period. The weighted average number of equity shares outstanding during the period and for all periods presented is adjusted for events, such as bonus shares, other than the conversion of potential equity shares that have changed the number of equity shares outstanding, without a corresponding change in resources.

For the purpose of calculating diluted earnings per share, the net profit for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period is adjusted for the effects of all dilutive potential equity shares.

In a capitalisation or bonus issue or a share split, ordinary shares are issued to existing shareholders for no additional consideration. The number of ordinary shares outstanding before the event is adjusted for the proportionate change in the number of ordinary shares outstanding as if the event had occurred at the beginning of the earliest period presented

p. Operating segments

Operating segments are reported in a manner consistent with the internal reporting provided to the Chief Operating Decision Maker (CODM) of the Company. The CODM is responsible for allocating resources and assessing performance of the operating segments of the Company.

g. Cash and cash equivalents

Cash and Cash equivalents for the purpose of Cash Flow Statement comprise cash, drafts and cheques in hand, bank balances, unencumbered demand deposits with banks where the original maturity is three months or less and other short term highly liquid investments. Bank overdrafts that are repayable on demand and form an integral part of the Company's cash management are included as a component of cash and cash equivalent for the purpose of Cash Flow Statement.

"Cash flows are reported using the indirect method, whereby net profits / (Loss) before tax is adjusted for effects of transactions of a non-cash nature and any deferrals or accruals of past or future cash receipts or payments and item of expenses associated with investing or financing cash flows. The cash flows from operating, investing and financing activities of the company are segregated."







Notes to the financial statements (continued)

for the year ended 31 March 2022

r. Standards notified but not yet effective

Following are the amendments to existing standards (as notified by Ministry of Corporate Affairs (MCA) on 23rd March, 2022) which are effective for annual periods beginning after 1st April 2022. The Company intends to adopt these standards or amendments from the effective date, as applicable and relevant. These amendments are not expected to have a significant impact on the Company's financial statements. This assessment is based on currently available information and may be subject to changes arising from further reasonable and supportable information being made available to the Company when it will adopt the respective standards.

- Ind AS 16 Property, Plant and Equipment For items produced during testing/trail phase, clarification added that revenue generated out of the same shall not be recognised in Statement of Profit and Loss and considered as part of cost of PPE.
- Ind AS 37 Provisions, Contingent Liabilities & Contingent Assets Provisions on what constitutes
 cost of fulfilling contracts (to determine whether the contract is onerous or not) is included.
- Ind AS 41 Agriculture This aligns the fair value measurement in Ind AS 41 with the requirements of Ind AS 113 Fair Value Measurement to use internally consistent cash flows and discount rates and enables preparers to determine whether to use pre-tax or post-tax cash flows and discount rates for the most appropriate fair value measurement.
- Ind AS 101 First time Adoption of Ind AS Measurement of Foreign Currency Translation
 Difference in case of subsidiary/associate/ JV's date of transition to Ind AS is subsequent to that of
- Ind AS 103 Business Combination Reference to revised Conceptual Framework is included. For contingent liabilities / levies, clarification is added on how to apply the principles for recognition of contingent liabilities from Ind AS 37. Recognition of contingent assets is not allowed.
- Ind AS 109 Financial Instruments The amendment clarifies which fees an entity includes when it applies the '10 per cent' test in assessing whether to derecognise a financial liability.





Notes: (continued)

3. Changes in liabilities arising from financing activities in terms of Ind AS 7:

₹ in Laklış Asat As at Net cash flow Others 1 April 2021 31 March 2022 1,16,077.07 (9,393.03) 1,13,183.77 6,499.73 5,519.73 2,165.03 7,684.76 (9,393.03) 1,21,596.80 8,664.76 1,20,868.53

	As at 1 April 2020	Net cash flow	Others	As at 31 March 2021	
***	92,777.32	19,019.06	4,280.69	1,16,077.07	
	329.95		5,189.78	5,519.73	
otal —	93,107.27	19,019.06	9,470.47	1,21,596.80	

Non-current borrowings Current borrowings

Non-current borrowings

Current borrowings

4 Figures in brackets represent outflows

Basis of preparation, measurement and significant accounting policies Notes on financial statements

2 - 3 4 - 34

The notes referred above are an integral part of these financial statements

For and on behalf of the Board of Directors

As per our report of even date attached

For JLN US AND COMPANY Chartered Accountants Firm's Reg. No. 101543W Ajendra Kumar Agarwal
Chief Executive Officer

Place: Gurugram Date : 19 May 2022

M.No. 400828 UDAIPUR

Fartner Membership No: 400828

Place: Udaipur Date : 19 May 2022 Place: Gurugram Date: 19 May 2022 Chlore

Director

DIN: 03113689

Gandhi Chirag Gandhi Conpany Secretary ICSI Memb. No.: A55452

Place: Gurngram Date : 19 May 2022 Varun Bhasin Director DIN: 03262761 Place: Gurugram Date: 19 May 2022

) wh S Mu

Namita Somani Chief Financial Officer

Place: Udaipur Date : 19 May 2022



₹in Lakhs

1,921.61 2,051.45

13,735.31

Varanasi Sangam Expressway Private Limited Notes to the financial statements for the year ended 31 March 2022

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Other financial assets (Unsecured considered good)

Balance with government authorities TDS-GST GST input receivable

Particulars	Ref Note No.	As at	As at
		31 March 2022	31 March 2021
Non-current			
Right to receive annuity from concession grantor	28	1,10,570,69	1,15,394.18
		1,10,570.69	1,15,394.18
Current			,
Right to receive annuity from concession grantor	28	6,854.09	9,385.75
Security and other deposits		71.38	71.38
the control of the co		6,925.47	9,457.13
		1,17,496.16	1,24,851.31
Other assets (Unsecured, Considered Good)			₹in Lakhs
200 C	Ref Note No.	As at 31 March 2022	₹in Lakin As at 31 March 2021
Particulars	Ref Note No.		As at
Particulars Non-current	Ref Note No.	31 March 2022	As at 31 March 2021
Particulars Non-current	Ref Note No.	31 March 2022 7,560.74	As at 31 March 2021 11,683.86
Particulars Non-current Balance with government authorities	Ref Note No.	31 March 2022	As at 31 March 2021 11,683.86
Particulars Non-current Balance with government authorities GST input receivable	Ref Note No.	31 March 2022 7,560.74	As at 31 March 2021 11,683.86
Other assets (Unsecured, Considered Good) Particulars Non-current Balance with government authorities GST input receivable Current Advance to suppliers for goods and services	Ref Note No.	31 March 2022 7,560.74	As at 31 March 2021

Ref Note No. As at As at 31 March 2022 31 March 2021	Tax assets			€in Lakh;
	Partículars	Ref Note No.	As at	As at
	Advance tax (net of provision for tax)		1,569.70	133.7.
t of provision for tax) 1,569,70 1333	Contraction of the Contraction o		1,569,70	133.





2,358.14 1,899.51 4,390.26

11,951.00

Notes to the financial statements for the year ended 31 March 2022

7 Trade Receivables

			₹ in Lakhs
Particulars	Ref Note No.	As at 31 March 2022	As at 31 March 2021
Current			
Trade receivables		282.49	610.70
Less; expected credit loss / allowance for doubtful debts		282.49	610.70
Break-up of Security details			
Unsecured, considered good		282.49	610.70
Trade Receivables - credit impaired			-
		282.49	610,70
Impairment Allowance (allowance for bad and doubtful debts)			
Balance as at beginning of the year		_ w.	*
Add; Allowance for the year			~
Less: Adjustment during the year		Two two	
Balance as at end of the year			-

Below is Trade receivables ageing schedule based on oustanding from due date of payment

		Outstanding for following periods from due date of payment					
	Current but not due	Less than 6 month	6 months - 1 year	1-2 years	2-3 years	More than 3 years	Total
31 March 2022	,						
Undisputed Trade Receivables – considered good		106.29	-	89.36	43.72	43.12	282.49
Undisputed Trade Receivables - which have significant	144	, (H)	39*	**		4	*
increase in credit risk		"	7		#	÷	-
Undisputed Trade receivable – credit impaired	.*	.**		*	L.		*
Disputed Trade receivables - considered good	į.	*	,-	, 9 *	-	. 900	~
Disputed Trade receivables - credit impaired	14	£°	2	4(4	Ψ.	<u> </u>
Total		106.29	•	89.36	43.72	43.12	282.49
31 March 2021	E		·····				
Undisputed Trade Receivables - considered good	**	67.99	455.88	43.72	43.12		610.70
Undisputed Trade Receivables - which have significant	v.		<u>~</u>	1,4	, w.		17.1
increase in credit risk	2	ei.	æ,:	,			τ'
Undisputed Trade receivable - credit impaired	*	y.	w.	*	*	-1-	·*.
Disputed Trade receivables - considered good	w!				₹	75	#
Disputed Trade receivables - credit impaired	. .		.	~		. 44	<u>_</u> :-
Total	-	67.99	455.88	43.72	43,12	*	610.7C

a) Trade Receivables are non interest bearing.
b) No trade or other receivable are due from directors or other officers of the company either severally or jointly with any other person. Nor any trade or other receivable are due from firms or private companies respectively in which any director is a partner, a director or a member.

Retention money relating to construction contracts are included in above trade receivables as they are recoverable within the operating cycle of the Company

Particulars	Ref Note No.	As at	As at
		31 March 2022	31 March 2021
Retention money		180,51	520,82
Frankrick Committee Congr.		180.51	520.82

Cash and cash equivalents

Particulars	Ref Note No.	As at	As at
	Substitution of the state of th	31 March 2022	31 March 2021
Bálance with banks			
in current accounts		633.80	1,302.30
Deposits with original maturity of less than three months *		8,497.42	
		9,131.22	1,302.30
* Deposits lien with banks/ lenders against Debt Service Reserve Account (D	SRA) and Major Maintenance Reserve Account	7,008.00	-

Other bank balances

•			₹ in Laklis
Particulars	Ref Note No.	As at	Asat
		31 March 2022	31 March 2021
Deposits with remaining maturity less than 12 months #		410.00	2,112.97
		410.00	2,112.97
		:#####################################	

Deposits lien with banks/ lenders against Debt Service Reserve Account (DSRA) and Major Maintenance Reserve Account (MMRA).

410.00





Notes to the financial statements (continued) for the year ended 31 March 2022

10 Equity Share capital

		€ in Laklas	
Particulars	Asal	As at	
	31 March 2022	31 March 2021	
Authorised		******************************	
3.89.00,000 equity shares of Rs. 10 each	3,890.00	3,890,00	
9787000 requity shares of Rs. In each	3,890.00	3,890.00	
Issued, subscribed and paid up			
3,89,00,000 equity shares of Rs. 10 each	3,589.00	3,889.00	
	3,889.00	3,889.00	

Reconciliation of equity share outstanding at the beginning and at the end of the year.

Z in Lakles

				A 155 478 GATS
Particulars	31 March	31 March 2022		
	Numbers	Amount	Numbers	Amount
At the commencement of the year.	3,88,90,000	3,889.00	3,88,90,000	3,889.00
Add: Issued during the year	** <u>**</u>		and the second second	
At the end of the year	3,88,90,000	3,889.00	3,88,90,000	3,889.00

Particulars of shareholders holding more than 5% equity shares in the Company

Particulars	31 Mare	31 March 2022		31 March 2021	
	Numbers	% of total share in class	Numbers	% of total share in class	
Equity share of Rs. 10 each fully paid-up hold			······································		
- GR Infraprojects Limited (Parent Company)	3,88,90,000	100.00	3,88,90,000	100.00	

Particulars of Shares held by promoters at the end of the year

	A	s at Mach 31, 20	22	A.	at Mach 31, 20	121
Promoter name	No. of	%of total	% Change	No. of	%of total	%-Change
	Shares	shares	during the year	Shares	shares	during the year
G R Infraprojects Limited	3.88.90.000	190) .	3.88.90,000	10	0 -

Terms & Rights attached to equity shares:

The Company has a single class of equity shares. Accordingly, all equity shares rank equally with regard to dividends and share in the Company's residual assets. The equity shares are entitled to receive dividend as declared from time to time. The voting rights of an equity shareholder on a poll (not on show of hands) are in proportion to its share of the paid-up equity capital of the Company. Voting rights cannot be exercised in respect of shares on which any call or other sums presently payable have not been paid. Failure to pay any amount called up on shares may lead to forfeiture of the shares.

On winding up of the Company, the holders of equity shares will be entitled to receive the residual assets of the Company, remaining after distribution of all preferential amounts in proportion to the number of equity shares held.

11 Other equity

₹ in Lakhs

Particulars	Retained Earnings	Debenture redemption reserve	Total
Bilance as at 1 April 2020	3,326.94		3,326.94
Profit for the year	6,301.57	:	6,301.57
Total comprehensive income for the year	<u> </u>		*.
Balance as at 31 March 2021	9,628.51		9,628.51
Profit for the year	1.747.79		1,747.79
Transfer to debenture redemption reserve	(7,630.25)	7,630.25	<i>-</i>
Total comprehensive income for the year	4.		.
Balance as at 31 March 2022	3,746.05	7,630.25	11,376.30

Debenture redemption reserve ('DRR')

The reserve is created for redemption of non-convertible debentures in accordance with the sub-section (4) of section 71 of the Companies Act, 2013 out of profits of the Company available for dividend distribution. Pursuant to Companies (Share Capital and Debentures) Amendment Rules, 2019 dated 16 August 2019, the requirement for creation of DRR for listed company is done away with. Accordingly, the Company has transferred the accumulated DRR balance to Retained Earnings.





4

Notes to the financial statements (continued) for the year ended 31 March 2022

Non current borrowings

		. Part and account of the comment	₹ in Lakirs
Particulars	Ref Note No.	As at	As at
		31 March 2022	31 March 2021
Secured Loans - From Banks			
HDFC Bank Limited		33,303.05	21,379.96
Punjab National Bank		**	38,028.48
Syndicate Bank		•	13,869.69
Allahabad Bank		*	19,543.06
		33,303.05	92,821.19
Debentures - Secured			
Secured, rated, freely transferrable, listed, redeemable, non convertible debentu-	es	77,097.19	,
		77,097,19	7*
Unsecured Loans			
Loan from GR Infraprojects Limited (Parent Company)		10,468.29	28,775.61
		10,468.29	28,775.61
Total		1,20,868.53	1,21,596.80
Non-Current portion of long term borrowings		1,13,183.77	1,16.077.07
Current maturities of long term borrowings		7,684.76	5,519,73
Critican infamilies or much services suites		1,20,868.53	1,21,596.80

Notes:

1 Debt Covenants:

Non-current borrowings contains debt covenents relating to debt-equity ratio, debt coverage ratio, interest coverage ratio and total debts to net worth ratio. The Company has satisfied all the debts covenants prescribed in the terms of respective loan/debenture agreement as at reporting date.

Undrawn borrowing facility

Disclosure of undrawn borrowing facilities (excluding non-fund based facilities) towards future projects to be executed by the Company is Rs Nil (31 March 2021 Rs 4.489 lakhs)





Varanasi Sangam Expressway Private Limited Notes to the financial statements (continued) for the year ended 3t March 2022

12.1 Borrowings (confinued)

Note: Country of Security, and the feet walken drame in rock, from many in the control of the co	Service and course	31 March 2022		***************************************	31 March 2021			
Sr No Particulars	Total	Non-Current	Current	Total	Non-Current	Current	Security	Repayment terns
(A) Secured loans from banks (i) 14DFC Bank Limited	33,403.45	31,218.03	2,0885.02	21,374% of	20,145.58	1,234,40 年 26 26 27 28 29 29 20 20 20 20 20 20 20 20 20 20 20 20 20	1,234,40. First charges be way or hypothecation of all the fixed assets /Movable assets projects book debts.operating cash flow. receivable, revenue whatever nature, uncolled capital. Projects bonk account and Assignment at all the Variance Sungain Fepressway Private Limited's right, insurance policies and interest under all the agreement related to the projects and guarantee or performance bond provided by any party for any contract related to the projects in favor of the borrower, pletge of 51% share of equity share.	Repayment in 27 indeywarfy installment for existing Joan Indonexal and 28 indeywardy installment for the top op Isan repayment mapping from 2.5Pt. to 13.5Pt. of loan taken, along with monthly interest rate from 6.95th p.a.
(ii) Punjab National Bank	5 .	,	,	38,028,48	35,923,52	22.04.08.00 	2.104.96 First, charges by way of hypothecation of all the freed assets. //Moreable assets projects book debasoperating cash flow, receivable, revenue whitever nature, presided capital, Projects bank account and Assignment of all the Varienges Singam Expressoray Private Linited's right, insurance policies and interest under all the agreement related to the projects and guarantee or performance bond provided by any party for any contract related to the projects in favor of the borrower, piedge of 51% share of equity share.	Repayment in 27 half-yearly installinent commercing post completion of instatorium period past COE for the repayment sanging from 2.50% to 4.50% of foan taken, along with monthly interest rate from 3.65% p.a.
(ni) Carora Back (erstwrtie Syndicate Back)	,	•	A.	15,809,69,	13,006.94	26.2.73 F R N A P P P P P P P P P P P P P P P P P P	86.275 First charges by way of hypotheration of all the fixed assets. /Movable assets projects book debs./opensing, eash flow, recolabile, revenue whetever nature, raticalled capacity flowless bank account and Assignment of all the Vasanist Songan Expression Private Limited's right: issuemore polition and interest under all the agreement related to the projects and guarantee or performance bond provided by any party for any confraer related to the projects in favor of the borrower, pledige of \$1,8, share of equity share.	Repayment in 27 half-yearly installment connuercing pool completion of mantenium period past COE for the repayment ranging from 2.50% to 4.50% of lean taken, along with monthly interest rate from 8.65% p.n.
(tv) Indian Bank (frsp.v/bile Allahafvid Bank)	,5'	ŧ	•	19,543.06	18,325.45	# # # # # # # # # # # # # # # # # # #	1,217.61 First charges by way of hypotheration of all the fixed, assets Movable assets projects book debte, perating cash flow , receivable , revenue whitevernature, uncalled capilly Projects bask account and Assignment of all the Varanas Sargam Expressiva Private Limited's right insurance policies and theyers under all the agreement related to the projects and guarantee or performance band provided by any party for any contrast related to the projects and equity-share.	Repayment to 27 half-yearly installment commencing prod completion of novatorium period, yeat COD for the repayment enging from 2.50% to 4.50% of fear taken, slong with monthly interest rate from 8.65% p.n.
 Seaureë, rattel, freely tronsierrable, isstel, redeemable, non convertible Debentares 	27,007.39	71,497,45	*દેઇલું કુ	,		試(名) 36 (語) 克(語) と 5 (First chalges by vog of hypothecation of all the fixed easets /Movable assits projects brook debapperating colds flow , receivable, revenue and all the demans considered to the content and designment of all the Vennansi Songan Expressival Projects bank account and designment of all the Vennansi Songan Expressival Projects and interest under all the agreement related to the projects and guirantee or performance bond provided by any parts for any contract related to the projects in favor of the borrower, predge of 51% share of equity share.	Repayment in 2º half-yearly installment for existing toan refinanced and 28 half-yearly installment in the hep up Kon Fall and 13.30% of Joan laken, along with half-yearly interest rate from 6.80% p.a.
	1,10,400.24	1,02,715.48	7,684.76	92,821.19	82,301.46	5,519.73		
(B) Unsecured loans from other (f) Loan from GR infraprojects Limited (Parent Company)	10,468.29	10,468.29	÷	28,775.61	28,775,61	, 41	Usekkired College	Rate of Interest: 9.08 % for the year 2021-22, the same shall be determined on yearly, basis as per the rost of furnis of the Parent Company.





5,519.73

1,16,077.07 28,775.61

7,684,76 1,21,596.80

28,775.61

10,468.29 1,13,183.77

10,468.29

1,20,868.53

furnish of the Parent Companie.

Terms and Source of repayment: Repayble from the cash flows available after meeting the semor doth obligation, in line with the waterful mechanism as per described under the Cancessian Agreement. / Common Loan Agreement and Escrow Agreement.

Notes to the financial statements (continued) for the year ended 31 March 2022

Trade payables

					₹ in Lakhs
Particulars		Ref Note No.		As at	As at
				31 March 2022	31 March 2021
Total outstanding dues of					
Micro enterprises and small enterprises (refer note below)				*	
Creditors other than micro enterprises and small enterprises				360.76	3,860.15
	and the same of th			360.76	3,860.15
Ageing for trade payables from due date	7	10	2-3 years	More than 3 years	Total
A. A. A. A. A. C. C. 2000	Less than 1 year	1-2 years	2-3 years	more man 5 years	1,321.01
As at 31 March 2022	360.76	 		·····	360.76
Undisputed creditors other than micro enterprises and small enterprises	,160.76	•	~		200.70
Disputed creditors other than micro enterprises and small enterprises Undisputed Micro enterprises and small enterprises	***		-	-	
Disputed Micro enterprises and small enterprises	*		. *.		_
Total	360.76	-		~	360.76
	Less than I year	1-2 years	2×3 years	More than 3 years	Total
As at 31 March 2021					
Undisputed creditors other than micro enterprises and small enterprises	3,860.15		-	-	3,860 15
Disputed creditors other than micro enterprises and small enterprises	.4	'.e.	2	*	
Undisputed Micro enterprises and small enterprises	w	. **.	.*	= =	
Disputed Micro enterprises and small enterprises			<u>. </u>		
Total	3,860.15		*		3,860.15

Notes:-

- a) Trade payable are non interest bearing and generally have credit period of 30-90 days.
 b) For terms and conditions relating to related party receivables, refer Note 23
 c) Total outstanding dues of Micro and small enterprises.

Trade payables Payable to related parties

	?	in	Likhs
A	s	зŧ	

31 March 2022 31 March 2021

d) Details of dues to micro and small enterprises as defined under the MSMED Act, 2006

Particulars	31 March 2022	31 March 2021
The principal amount and the interest due thereon (to be shown separately)	*	- 1
remaining unpaid to any supplier at the end of each accounting year;		1
The amount of interest paid by the buyer in terms of section 16 of the Micro,	, ·	~
Small and Medium Enterprises Development Act, 2006 (27 of 2006), along with		
the amount of the payment made to the supplier beyond the appointed day		
during each accounting year:		
The amount of interest due and payable for the period of delay in making		- 1
payment (which has been paid but beyond the appointed day during the year)		
but without adding the interest specified under the Micro, Small and Medium		
Enterprises Development Act, 2006;		
The amount of interest accrued and remaining unpaid at the end of each	- 1	¥ 1
accounting year, and		
The amount of further interest remaining due and payable even in the	- 1	
succeeding years; until such date when the interest dues above are actually paid:		
to the small enterprise, for the purpose of disallowance of a deductible		
expenditure under section 23 of the Micro, Small and Medium Enterprises		
Development Act, 2006.		

The disclosure in respect of the amount payable to enterprises which have provided goods and services to the Company and which qualify under the definition of micro and small enterprises, as defined under Micro, Small and Medium Enterprises Development Act, 2006 has been made in the standalone financial statements as at the reporting date based on the information received and available with the Company. On the basis of such information, no interest is payable to any micro, small and medium enterprises.

Other financial liabilities

			₹ in Likhs
Particulars	Ref Note No.	. As at	As at
	n mining was mining policy and about a days and Annothing to the control of the internal of the control of the	31 March 2022	31 March 2021
Employee related liabilities		0.50	0,40
T. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		0,50	0.40
	and the control of th		

Other current liabilities

Other suitent nationities				₹ in Lakhs
Particulars		Ref Note No.	As at	As at
			31 March 2022	31 March 2021
Statutory liabilities				
TDS payable	and the second second	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	141.86	157.58
			141.86	157.58
		7 (2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		



Varanasi Sangam Expressway Private Limited Notes to the financial statements (continued) for the year ended 31 March 2022

41	n	e	
16	Revenue	mom	operations

Particulars	Ref Note No.	For the year ended 31 March 2022	For the year ended 31 March 2021
Revenue from contracts with customers		1,977.87	19,075,75
Revenue from contracts with customers (Utility)		95.24	474.23
Revenue from contracts with customers (COS)		46.93	159.79
Revenue from contracts with customers (Claim)		9,49	- -
Finance income		11,040.67	19,081.48
		13,170.20	38,791.25

Other income

Particulars	Ref Note No.	For the year ended 31 March 2022	For the year ended 31 March 2021
nterest income			
- on other		14.52	75:98
on deposits with banks		313.18	ų.
Zlajm Income		***	30.15
• Partie 21 100 100 100 100 100 100 100 100 100		327,70	106.13

Construction costs

Particulars	Ref Note No.	For the year ended 31 March 2022	For the year ended 31 March 2021
Civil sub-contract charges		•	17,999.16
Civil sub-contract charges (COS)		46.45	601,90
Civil sub-contract charges (Utility)		94.29	469.49
Civil sub-contract charges (Claim)		9.38	*
Civi) sub-contract-charges(O&M)		500.00	
Labour cess		98.88	67.49
**************************************		749.00	19,138.04

Employee benefits expense

Particulars	Ref Note No.	For the year ended 31 March 2022	For the year ended 31 March 2021
Salaries, wages and bonus	***************************************	6.00	4.90
		6.00	4.90
	***************************************		****

Finance costs

			₹ in Laklis
Particulars	Ref Note No.	For the year ended 31 March 2022	For the year ended 31 March 2021
Interest on Borrowing			***************************************
- banks		6,376.29	7,547.79
- others	,	1,374.96	1,916.33
- debenture		1,279.60	**
Other borrowing cost		673.39	6.35
many many and and		9,704.24	9,470,47

Other expenses

Particulars	Ref Note No.	For the year ended	For the year ended
		31 March 2022	31 March 2021
Insurance expenses.		217.64	261.68
Claim expenses			26.92
Payment to auditors (refer note (i) below)		0.60	1.10
Legal and professional charges		111.87	22.41
Independent engineers fees		40.03	126.12
Bank charges			0.05
Electricity expenses		324.56	150.65
Misc_expenses		5.66	0.89
Annual custody fee		0.77	0.81
		701.13	590.63

(i) Payment to auditors

Particulars		Ref Note No.	For the year ended 31 March 2022	For the year ended 31 March 2021
Payment to auditors (exclu	sive of GST)			
- Statutory audit		CONDIGENCE.	0.60	0.30
- Other services	Notice States			0.80
**************************************			0.60	1.10



t in Likhs

Varanasi Sangam Expressway Private Limited Notes to the financial statements (continued)

for the year ended 31 March 2022

22	Tax	expense

A.	Income fax (income) / expense recognised in the Statement of Profit and Loss	
	Particulars	31 March 2022

Particulars	31 March 2022	31 March 2021
Current fax		
Current tax		-
Deferred tax		
Attributable to-		
Origination and reversal of temporary differences (refer note D)	589.74	3,391.77
Income tax expense reported in statement of profit and loss	589.74	3,391.77

Reconciliation of effective tax rate

		₹ in Lakhs
Particulars	31 March 2022	31 March 2021
Profit before tax	2,337.53	9,693.34
Tax using the Company's statutory tax rate	588.31	2,439,62
Effect of :		
Impact of tax ordinance	•	973,40
Changes in estimates	*	(21.25)
Others	1.44	
Tax expense	589.75	3,391.77

Recognised deferred tax assets and liabilities

Movement in temporary differences

As on 31 March 2022			₹ in Leidis
Particulars	Deferred tax (assets)	Deferred tax liabilities	Net deferred tax (assets) / liabilities
Difference in carrying value and tax base in measurement of financial instrument at amorfised		148.76	748.76
cost			
Service concession income	-	6,342.01	6,342.01
Unused tax losses	(2,287.15)		(2,287,15)
Net deferred tax (assets) / liabilities	(2,287.15)	6,490.77	4,203.62

As on 31 March 2021			₹ in Luklis
Particulars	Deferred tax (assets)	Deferred lax liabilities	Net deferred tax (assets) / liabilities
Difference in carrying value and tax base in measurement of financial instrument at amortised	·	156,85	156.85
cost			
Service concession income	-	7,828.07	7,828.07
Unused tax losses	(4,371.05)		(4,371.05)
Net deferred fax (assets) / liabilities	(4,371.05)	7,984.92	3,613.87

Recognised deferred tax (assets) and liabilities

Movement in temporary differences

As on 31 March 2022			₹ in Lakhs
Particulars	Balance as at 1-April 2021 1	Recognised in profit or loss during the year	Balance as at 31 March 2022
Difference in carrying value and tax base in measurement of financial instrument at amortised cost	156.85	(8.09)	148.76
Siervice concession income Unused tax losses	7,828.07 (4.371.05)	(1,486.06) 2,083.90	6,342.01 (2,287.15)
CHIPPEC (RES)03863	3,613.87	589.75	4,203.62
2. 21 March 2021			č in Lakhs

As on 31 March 2021 Particulars	Balance as at R 1 April 2020 prof.	ecognised in it or loss during the year	Balance as at 31 March 2021
Difference in carrying value and tax base in measurement of financial	206.06	(49.21)	156.85
instrument at amortised cost			
Service concession income	3,500.74	4,327.33	7,828.07
Unused tax losses	(2,323.58)	(2,047.47)	(4,371.05)
MAT credit entitlement	(1,161.12)	1,161.12	
	222.10	3,391.77	3,613.87

		x f , f v 500 ;
		₹ in Lakks
12.	Unused tax losses	

Particulars	Balance as a	at 31 March 2022	Balance as at 31 March 2021		
	Carry Forsvard Losses	Expiry assessment year	Carry Forward Losses	Expiry assessment year	
AY 2019-20		2027-28	2,376.20	2027-28	
AY 2020-21		2028-29	5.603.14	2028-29	
AY 2021-22	9.087.5	6 2029-30	9,388.16	2029-30	
Total	9,087.5	i6	17,367.50		
Unused tax losses recognised	9,087.5	56	17,367.50	<u> </u>	

- A

Notes to the financial statements (continued) for the year ended 31 March 2022

23 Related party disclosure

A. Related parties with whom the company had transactions during the year

(a) Parent Company:

G R Infraprojects Limited

(b) Key Management Personnel ("KMP"):

Mr. Ajendra Kumar Agarwal - Director (resigned w.e.f 1 March 2021)

Mr. Anand Rathi - Director (resigned w.e.f 1 March 2021)

Mr. Vikas Agarwal - Director

Mr. Karan Agarwal - CFO (resigned w.e.f 28 March 2022)

Ms. Suhani Jain - Director (appointed w.e.f. 16 November, 2021)

Ms. Riya Parakh - Director (resigned w.e.f. 2 November 2021)

Mr. Chirag Gandhi - Company Secretary (appointed w.e.f. 1 April 2020)

Mr. Varun Bhasin - Director

Mr. Ajendra Kumar Agarwal - CEO

Ms. Namita Somani - CFO (appointed w.e.f 29 March 2022)

B. Related party transactions with Parent Company and its closing balances

The terms and conditions of the transactions with key management personnel and their related parties were no more favourable than those available, or those which might reasonably be expected to be available, in respect of similar transactions with non-key management personnel related entities on an arm's length basis.

The aggregate value of the Company's transactions and outstanding balances relating to key management personnel and entities over which they have control or significant influence is as follows:

larch 2021

₹ in Lakhs

Nature of transaction	Transaction value		
The state of the s	31 March 2022	31 March 2021	
(a) Loan received			
(i) G.R. Infraprojects Limited	2,100.22	11,177.37	
(b) Loan repaid			
(i) GR Infraprojects Limited	21,645.00	2,033.12	
(c) Construction costs			
(i) GR Infraprojects Limited	650.12	19,097.47	
(d) Interest Paid on unsecured loan			
(i) GR Infraprojects Limited	1,374.96	1,916.33	
(e) Remuneration			
(i) Chirag Gandhi	6.00	4.90	

Particulars Particulars	Balance of		itstanding receivable/(payable)		
	31 March 2022	31 March 2021			
(a) Loan payable					
(i) GR Infraprojects Limited		10,468,29	28,775.61		
(b) Trade payables					
(i) G.R. Infraprojects Limited	•	338.29	3,733,29		
(c) Balance outstanding (payable)					
(i) Chirag Gandhi		0.50	0.40		





Notes to the financial statements (continued) for the year ended 31 March 2022

24 Fair Value Measurements

Ac at 21 March 2022

A. Accounting classification and fair values

Accounting classification and fair value

₹ in Lakhs

and Shaker

					Fair Value			
Particulars	FVTPL*	FVOCI**	Amortised cost	Total	Level 1 - Quoted price in active markets	Level 2 - Significant observable inputs	Level 3 - Significant unobservable inputs	Total
Trade receivables			282,49	282,49				
Cash and cash equivalents	-	, * .	9,131.22	9,431-22				
Other bank balance	# -	¥ - ,	410.00	410.00				
Other financial assets	a carrest and a second	on age of agent.	, 1,17,496.16	1,17,496.16				
Total Financial assets	· <u>·</u>		1,27,319,87	1,27,319.87	<u> </u>	*.	-	
Borrowings			1,20,868.53	1,20,868.53				
Trade payable	'A'		360.76	:360.76				
Other financial liabilities	¥r	·	0.50	0.50				
Total Financial liabilities			1,21,229.79	1,21,229.79	-		*	

					Fair Value			
Particulars	FVTPL*	FVOCI**	Amortised cost	Total	Level 1 - Quoted price in active markets	Level 2 - Significant observable Inputs	Level 3 - Significant unobservable inputs	Total
Trade receivables	***************************************		610.70	610.70	*************************************	***************************************		aspecanius cascalarius (1707-1800)
Cash and cash equivalents	¥	740	1,302.30	1,302.30				
Other bank balance	197		2,112.97	2,112.97				
Other financial assets		i w in avail	1,24,851.31	1,24,851,31				
Total Financial assets		-	1,28,877.28	1,28,877.28				
Borrowings	· (#)	·-	1,21,596.80	1.21,596.80				
Trade payable	5 w.		3,860.15	3,860.15				
Other financial liabilities			0.40	0.40				
Total Financial liabilities	-		1,25,457.35	1,25,457.35		-	7	

^{*}FVTPL= Fair value through profit and loss

The fair values of the financial assets and financial liabilities included in the level 2 category above has been determined in accordance with generally accepted pricing models based on a discounted cash flow analysis; with the most significant inputs being the discount rate that reflects the credit risk of counterparties.

There have been no transfers between level 1 and level 2 during the years.

Valuation technique used to determine fair value:

- Inputs included in Level 1 of Fair Value Hierarchy are based on prices quoted in stock exchange and/or NAV declared by the Funds.
- Inputs included in Level 2 of Fair Value Hierarchy have been valued based on inputs from banks and other recognised institutions such as FIMMDA/FEDAI.
- Inputs included in Level 3 of Fair Value Hierarchy have been valued using acceptable valuation techniques such as Net Asset Value and/or Discounted Cash. Flow Method.

Note: All financial instruments for which fair value is recognised or disclosed are categorised within the fair value hierarchy described as above, based on the lowest level input that is significant to the fair value measurement as a whole.

25 Financial instruments risk management objectives and policies

The Company's financial liabilities comprise mainly of borrowings, trade and other payables. The Company's financial assets comprise mainly of cash and cash equivalents and other receivables.

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Company is exposed to credit risk primarily trade receivables and other financial assets including deposits with banks. The Company's exposure and credit ratings of its counterparties are continuously monitored and the aggregate value of transactions is reasonably spread amongst the counterparties.

A. Market risk

Market risk is the risk that changes in market prices – such as foreign exchange rates, interest rates and equity prices – will affect the company's income or the value of its holdings of financial instruments. Market risk is attributable to all market risk sensitive financial instruments.





^{**}FVOCI = Fair value through other comprehensive income

Notes to the financial statements (continued)

for the year ended 31 March 2022

B. Credit risk

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The company is exposed to credit risk primarily trade receivables and other financial assets including deposits with banks. The company's exposure and credit ratings of its counterparties are continuously monitored and the aggregate value of transactions is reasonably spread amongst the counterparties.

The carrying amount of following financial assets represents the maximum credit exposure:

Other financial assets

This comprises mainly of construction asset receivable - Right for Annuity receivable from NHAI, deposits with banks. Credit risk arising from these construction assets is limited and there is no collateral held against these because the counterparties are NHAI.

C. Currency risk

The functional currency of the Company is Indian Rupees ("Rs."). The Company is not exposed to foreign currency risk.

D. Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to interest rate risk resulting from fluctuations in interest rates. Company's borrowing includes unsecured loan taken loan from banks & the Parent Company. Summary of financial assets and financial liabilities has been provided below:

Exposure to liquidity risk

The following are the remaining contractual maturities of financial liabilities at the reporting date. The amounts are gross and undiscounted.

	200 CO 100 CO 10	
	31 March 2022	31 March 2021
Fixed-rate instruments		
Financial assets	8,907.42	2,112.97
Financial Indultities	*	···
Variable-rate instruments		
Financial assets	1,17,496.16	
Financial liabilities	1.20,868.53	1,21,596.80

Interest rate sensitivity

Profit or loss is sensitive to higher/lower interest expense from porrowings as a result of change in interest rates. The following table demonstrates the sensitivity of floating rate financial instruments to a reasonably possible change in interest rates. The risk estimates provided assume a parallel shift of 100 basis points interest rate across all yield curves. This calculation also assumes that the change occurs at the balance sheet date and has been calculated based on risk exposures outstanding as at that date. The year end balances are not necessarily representative of the average debt outstanding during the period.

Sensitivity analysis	tunida selle selle	ı Laklıs
TO CONTROL OF A CONTROL OF WELL TO	Impact on profit before	tax
	31 March 2022 31 March	b 2021
Interest rate		
- increase by 100 basis points	(33.72)	32.55
- decrease by 100 basis points	33.72:	(32.55)

E. Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Company's approach to managing liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Company's reputation. The Company invest in liquid mutual funds to meet the immediate obligations.

Exposure to liquidity risk

The following are the remaining contractual maturities of financial liabilities at the reporting date. The amounts are gross and undiscounted.

₹ in Laklış

Tio table

Carrying		a/w			
~uniying		Contractua	l cash flows		
amount	Total	Less than 1	1-5 years	More than 5	
		year		years	
1,20,868.53	1,20,868.53	7,684.76	28,582.95	84,600.82	
360.76	360.76	360.76	J.	u u	
0:50	0.50	0.50	7		
1,21,229.79	1,21,229.79	8,046.02	28,582.95	84,600.82	
Carrying		Contractual cash flows			
amount	Total	Less than 1	1-5 years	More than 5	
		year		years	
1,21,596.80	1,21,596.80	5,519.73	24,190.92	91,886.15	
3,860.15	3,860.15	3,860.15	4	tw.	
0.40	0.40	0.40	•	*	
1,25,457.35	1,25,457.35	9,380.28	24,190.92	91,886.15	
	1,20,868.53 360.76 0.50 1,21,229.79 Carrying amount 1,21,596.80 3.860.15 0.40	1,20,868.53 1,20,868.53 360,76 360.76 0.50 0.50 1,21,229.79 1,21,229.79 Carrying amount Total 1,21,596.80 1,21,596.80 3,860.15 3,860.15 0,40 0.40	year 1,20,868.53 1,20,868.53 7,684.76 360.76 360.76 0.50 0.50 0.50 1,21,229.79 1,21,229.79 8,046.02	1,20,868.53 1,20,868.53 7,684.76 28,582.95 360,76 360,76 360,76 0.50 0.50 0.50 1,21,229.79 1,21,229.79 8,046.02 28,582.95 Carrying	





Notes to the financial statements (continued)

for the year ended 31 March 2022

26 Capital management

For the purpose of the Company's capital management, capital includes paid-up equity capital and all other equity reserves attributable to the equity liolders of the Company. The primary objective of the Company's capital management is to ensure that it maintains a strong capital base so as to maintain investor, creditor and market confidence and to sustain future development of the business. Management monitors the return on capital, to equity share holders.

The Company manages its capital structure and makes adjustments to it in the light of changes in economic conditions and the requirements of the financial covenants. Breaches in meeting the financial covenants would permit the lenders to immediately call loans and borrowings. There have been no breaches in the financial covenants of any interest bearing loans and borrowing during the year. To maintain or adjust the capital structure, the Company may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The Company monitors capital using Debt-Equity ratio, which is net debt divided by total equity. The Company's policy is to keep the net debt to equity ratio below 3. The Company includes within net debt, interest bearing loans and borrowings, less cash and short-term deposits.

		CHA LABARO
Particulars	31 March 2022	31 March 2021
Total borrowings	1,20,868,53	1,21,596.80
Less: cash and cash equivalents	9,131.22	1,302.30
Adjusted net debt	1,11,737.31	1,20,294.50
Equity share capital	3,889.00	3,889.00
Other equity	11,376.30	9,628.51
Total equity	15,265.30	13,517.51
Adjusted net debt to equity ratio	7,32	8.90

No changes were made in the objectives, policies or processes for managing capital during the year ended 31 March 2022 and 31 March 2021.

27	Ratio	31 March 2022	31 March 2021
1	Current Ratio (in times) (Current assets/ Current liabilities)	2.58	1.63
2	Debt Equity Ratio (in times) (Total Debt / Total Equity) (Total Debt = Debt comprises of current borrowings(including current maturities of long term borrowings), non current borrowings and interest accrued on borrowings and excludes the unsecured borrowing taken and outstanding from the holding company (G R Incraprojects Limited). Total Equity (net worth) = Equity share capital+Other equity + unsecured borrowing taken from the holding company)	4.29	2.19
3	Debt Service Coverage Ratio (in times) ((Earning before interest and tax and depreciation)/(principal repayment of non-current borrowings (excluding repayment of unsecured borrowing taken from the holding company) made during the period and finance costs))	0.95	2.02
4	Return on equity ratio (%) (Profit for the period or year / Net worth)	6.79%	14.90%
5.	Inventory turnover ratio (in times) (Revenue from operation (annualised) / Average (nventory)	NA	NA
6	Trade receivables turnover ratio (in times) (Revenue from operation (annualised) / Average account receivable) (Average account receivable = Average trade receivables + average unbilled revenue)	0.12	0.38
7.	Trade payables turnover ratio (in times) (Purchases made during the year (annualised) / Average account payable)	0.31	6.23
8.	Net capital furnover ratio (in times) (Revenue from operation (aurualised) / working capital) (Working capital = Current assets - Current liabilities)	1.02	6.47
9	Net profit ratio (%) (Profit/tloss) for the period/Total Income)	12.95%	16.20%
10	Return on capital employed (%) (Profit before intrest and taxes for the period or year / Capital employed) (Capital employed = Total assets - Current liabilities)	9,08%	14,39%
13	Return on Investment (%) (Profit for the year/ Total assets)	1.24%	4.41%







Varanasi Sangam Expressway Private Limited Notes to the financial statements (continued) for the year ended 31 March 2022

Disclosure pursuant to Para 6 of Ind AS 115 for Service Concession Arrangements

₹ in Lakhs

Name of entity	Description of the arrangement	Significant terms of the arrangement	Annuity receivable from concession grantor (including Contract assets receivables)
Varanasi	The Company is formed as a special purpose vehicle (SPV) to	Period of concession: 2017-2035	31 March 2022
Expressway Private Limited	design, build, operate and transfer basis. ("DBOT Annuity" or "Hybrid Annuity") the project relating to Sis. Laning of Handia Varanasi Section of NH -2 from km 713.146 to km 785.544 (Approx.72.398 km) in the State of Uttar Pradesh under NHDP Phase -V, which shall be partly financed by the	and balance 60% in half yearly annuity in 15 years as per concession agreement	1,17,424.78
	Concessionaire who shall recover its investment and costs through payment made by the authority, in accordance with the terms and condition set in concession agreement entered into.	Investment grant from concession grantors: No	31 March 2021
		investment and renewal obligations: Nil	1,24,779.93
The state of the s		Re-pricing dates : No Basis upon which re-pricing or re-negotiation is determined : NA	
Name of the second seco		Premium payable to grantor : Nil PCOD Date : 02-11-2020	







Notes to the financial statements (continued)

for the year ended 31 March 2022

29 Disclosures pursuant to Indian Accounting standard (Ind AS) 115, Revenue from Contracts with Customers

		N DI LEKIIS
A. Disaggregated revenue information	Year ended	Year ended
	31 March 2022	31 March 2021
i) Type of service rendered		
Sale of services	13,170.20	38,791.25
Total	13,170.20	38,791.25
ii) Revenue from contracts with customers disaggregated based on geography		
India	13,170.20	38,791,25
Outside India	÷	-
Total	13,170.20	38,791.25
iii) Timing of Revenue recognition		
Revenue from Goods and Services transferred to customers at a point in time	-	:*
Revenue from Goods and Services transferred to customers over time	13,170.20	38,791.25
Total	13,170.20	38,791.25

B. Contract balances:

The fellowing table provides information about receivables, contract assets and contract habilities from the contracts with customers.

Year ended
31 March 2022

Trade receivables

Opening balance
Closing balance
Closing balance
282.49

610.70

386.53

The increase / decrease in trade receivables is mainly due to increase / decrease in sales.

Annuity receivable from concession grantor (including Contract assets receivables)

 Opening balance
 1,24,779.93
 88,912.38

 Closing balance
 1,17,424.78
 1,24,779.93

Contract assets/ financial assets (annuity rectevable from concession grantor) are recognised as per Appendix D to Ind AS 115, when the Company has an unconditional right to receive cash or another financial asset from or at the direction of the grantor for the construction services.

Contract liabilities

Opening balance

Closing balance

Contract liabilities include advance from customers and transaction price allocated to unexpired service obligations.

C. The an ount of revenue recognized from	*		€in Lakhs
***		Year ended	Year ended
		31 March 2022	31 March 2021
man in a contract of the contr			

- Performance obligations satisfied in previous years
- Amounts included in contract liabilities at the beginning of the year

D. Performance obligation

i) Sales of Services:

E

The performance obligation is satisfied over time as the assets is under control of customer and they simultaneously receives and consumes the benefits provided by the Company. The Company received progressive payment toward provision of services.

Reconciliation of the amount for revenue recognised in the Consolidated Statement of Profit and Loss with the contracted price:		₹ in Likhs
	Year ended 31 March 2022	Year ended 31 March 2021
Revenue as per contracted price	11,627.21	38,791.25
Adjustments		
Claims		·in
Variable consideration - Performance bonus	1,542.99	ů.
Revenue from contract with customers	13,170.20	38,791.25





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Earnings per share

			₹ in Lukhs
Particulars	Ref Note No.	31 March 2022	31 March 2021
Face value per equity share (in Rs.)		10.00	10.00
(a) Profit for the year attributable to equity shareholders	,	1,747.79	6,301.57
(b) Number of equity shares at the beginning of the year		3,88,90,000	3,88,90,000
(c) Equity shares issued during the year		~	**
(d) Number of equity shares at the end of the year		3,88,90,000	3,88,90,000
(e) Weighted average number of equity shares for calculating basic EFS		3,88,90,000	3,88,90,000
(f) Weighted average number of equity shares for calculating diluted EPS		3,88,90,000	3,88,90,000
Earnings Per Share (in Rs.):			
- Basic earning per share (a/v)		1.49	16.20
- Diluted earning per share (a/f)		4.49	16.20

Note:

32

Weighted average number of equity shares is the number of equity shares outstanding at the beginning of the year adjusted by the number of equity shares issued during the year multiplied by the time weighting factor. The time weighting factor is the number of days for which the specific shares are outstanding as a proportion of total number of days during the year.

Segment reporting

Basis for segmentation

In accordance with the requirements of Ind AS 108 - "Segment Reporting", the Company is primarily engaged in a business of civil construction and has no other primary reportable segments. The Managing Director of the Company allocate the resources and assess the performance of the Company, thus he is the Chief Operating Decision Maker (CODM). The CODM monitors the operating results of the business as a single segment, hence no separate segment needs to be disclosed.

Information about geographical areas

As the Company operates in India only, hence no separate geographical segment is disclosed.

Information about major customers

Bevenue of Rs 13170.2 lakks are derived from single customer (NHAI) which amounts to 10% or more of the Company's revenue.

		₹ in Laklis
Contingent liabilities and commitments	31 March 2022	31 March 2021
A Contingent liabilities (to the extent not provided for)		
(a) Claims against the Company not acknowledged as debts	,#·,	*
(i) Indirect tax matters	å#i	₩.
(ii) Direct tax matters	**	:2.1
(iii) Civil matters		
(b) Guarantees excluding financial guarantees:		·
Guarantees given to third parties	<u> </u>	*
Total	300.00 3.110.00 (1.00	
B Commitments	626.95	626.95
(a) Other Commitments		

The Company has assessed the possible impact of COVID-19 paralemic on its business operations, liquidity position and recoverability of its asset balances as at March 31. 2022 based on the internal and external sources of information upto the date of approval of these audited standalone financial statement. Also, the management does not see any risks in the Company's ability to continue as a going concern and meeting its liabilities as and when they fall due. The Company has adequate funds and/or unutilized fund-based credit facilities available, to take care of any urgent requirement of funds. Accordingly, the Company believes that there is no material impact of Covid 19 on these audited standalone financial statement. The final impact of COVID-19 may be different from that estimated as at the date of approval of these audited standalone financial statement and hence management will continue to monitor any material changes to the future economic conditions.

34 Previous year figures have been regrouped / reclassified wherever consider necessary.

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ON,M 400828

UDAIPUR

As per our report of even date

For JLN US AND COMPANY

Charlered Accountants

No. 101543W

CA Mahesh Menaria

Parteo Membership No: 400828

Place: Udaipur Date: 19 May 2022 Ajendra Kumar Agarwal Chief Executive Officer

> Place: Gurugram Date: 19 May 2022

For and on behalf of the Board of Directors

Director

DIN: 03113689 Place: Gorugram

Date: 19 May 2022

Jandhi Chirag Gandhi

Company Secretary IOSI Memb. No : ASS452 Place: Gurugram

Date: 19 May 2022

Namita Somani Chief Einancial Officer

> Place: Udaipur Date: 19 May 2022

Varun Bhasin

DIN - 03262761

Place: Gurugram

Date: 19 May 2022

Director

JOSÉ SERVE





पीएफसी कंसल्टिंग लिमिटेड (पार फाइनेस लॉपरेशन किए की पूर्णत स्वामनायीन महायक क्रांपनी) PFC CONSULTING LIMITED (A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref. No. 04/ITP-84/24-25/RFP

June 04, 2024

To,
Secretary,
Central Electricity Regulatory Commission,
3rd Floor, Chanderlok Building,
Janpath, Connaught Place,
New Delhi – 110001

Subject: Intimation about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka" and issuance of RFP Document:

Dear Sir,

Ministry of Power vide Gazette Notification no. CG-DL-E-15032024-253080 dated March 15, 2024 has appointed PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) to undertake the bid process for selection of Transmission Service Provider (TSP) for establishing "Transmission Scheme for integration of Bijapur REZ in Karnataka" in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power.

The Request for Proposal (RFP) process has been initiated on June 01, 2024 with the publication of RFP notification in:

- 1. Times of India (English) All Edition
- 2. Economic Times (English) All Edition
- 3. Navbharat Times (Hindi) All Editions
- 4. Financial Times (Worldwide) All Editions

The same has also been made available along with the RFP documents on PFCCL website 'www.pfcclindia.com' w.e.f. June 01, 2024. It may be noted that these RFP Documents are based on the Single Stage Two Envelope (RFQ & RFP combined) based Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021 and project specific inputs furnished by Central Transmission Utility of India Limited (CTUIL) and Central Electricity Authority (CEA). The last date for submission of Responses to RFP is August 05, 2024.

As per the requirements of the Guidelines (Clause 4.2 of Tariff based Competitive-bidding Guidelines for Transmission Service), we hereby intimate the Commission about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Transmission Scheme for

पंजीकृत कार्यालय : प्रथम तल, "ऊर्जानिधि", 1, बाराखम्बा लेन, कर्नाट प्लेस, नई दिल्ली—110001

**Regd. Office : 1" Floor, "URJANIDHI", 1, Barakhamba Lane, Connaught Place, New Delhi-110001

**कंपनी पुरुषालय : नौंबाँ तल, (ए विंग), स्टेट्समैन हाउस, बाराखम्बा रोड, कर्नाट प्लेस, नई दिल्ली—110001 दूरमाष : 011-23443900 फैक्स : 011-23443990

**कंपनी पुरुषालय : नौंबाँ तल, (ए विंग), स्टेट्समैन हाउस, बाराखम्बा रोड, कर्नाट प्लेस, नई दिल्ली—110001 हुरमाष : 011-23443900 फैक्स : 011-23443990

क्षपना भुरुषात्म : नावा तल, (ए ।वग), पट्समन हाउस, असरवान्त्र सह, कनाट स्तर, कि ।उस्तिम नावधन सूर्यान । धार्म- धा

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integration of Bijapur REZ in Karnataka" We are also enclosing herewith the RFP documents for your kind information, perusal and records please.

Thanking You,

Yours sincerely,

(Naveen Phougat) General Manager

Encl.: As Above

d wanted to get a clear e of the incident, including tails on what chemicals the company had been handling and what led to the blast. The state government has also constituted a three-member high level committee to probe the incident.

compelled to sign the Deca of Surrender for adoption.
Despite being told she had 60 days to revoke it, her application to do so on April 26 was refused by Asha Sadan.

Determined to regain custody, she approached the CWC the importance of emotional strength and maintaining a cooperative relationship to ensure the child's well-being. With the case resolved, the High Court disposed of the peti-

SSION CORPORATION OF UTTARAKHAND LTD.

E-TENDER CORRIGENDUM-3

and left

Hast date of submission of the E-Tender for "Construction of 400 KV Switching Substation Pipalkoti against Tender Specification no. CUL/E-Tender/C&P-II/SS-12/2023-24 is hereby extended upto 05.2024 15:30 Hrs. For more details please visit the e-tender ssite www.uktenders.gov.in (tender id no.2024_PTCU4_71770_1) I for e-tender configendum notice our website www.ptcul.org. All or terms and conditions shall remain same.

rany assistance on E. Tendering, please contact +91-8899890000
1910PU/ptcul dated 30.05.2024 Superintending Engineer (C&P-19 (OPLifotcul chied 30.05.2024 Superintending Engineer (C&P-III)

"Save Electricity in the Interest of Nation"

ces Limited (RISL)

, Tilak Marg, C-Scheme, Jaipu

following		
-	Estimated Cost/EMD	Lastdate
<u>p</u> ,	100 2 50 Cr	10.06.2024 25.06.2024

Rs. 5.00 han.gov.in, http://soph.rajasthan.gov.in. Through http://eproc.rajasthan.gov.in. EE (Electrical), DolT&C

RATION OF UTTARAKHAND LTD. khand Enlergrise) aharanpur Road, Majra, Dehradun-248002 SC028675, Tel. No. 0135-2642711

GENDUM-4

der for "Supply, Erection, Testing for along with its associated bay tion Kashipur" against Tender 3P-II/SS-14/2023-24 is hereby For more details please visit e rs. gov. in (tender id no. x corrigeridum notice cur website itions shall remain same.

ase contact +91-8899890000.

Superintending Engineer (C&P-II) interest of Nation*

for the following

g and of Bids	Time and date of online opening of Technical Bids
72024.	16/67/2024
L	51
hours	1500 Noon

es.gov in. A complete set vectority at may be Jadden ar dataind to document on the real. Stune as one paper choose

: Foject Director, UKPFIMSP

CENTRAL RAILWAY

Open Tender Notice No. GEM/2024/B/4975667 dtd:29.05.2024 Sr Divisional Mechanical Engineer, Pune invites Open E-tenders for work: Upkeep and maintenance of Bio Toilets in coaches of Pune Coachino Page 1 and maintenance of Bio Toilets in coaches of Pune Coaching Depot for a period of two year. Cost: Rs. 5,22,57,121,04/EMD: Rs.4,11,300,00/- Completion period: 2 yera: Closing Date: is 22,06,2024 at 15:00 hrs. For details visit website www. gem.gov.in.

SEDME, PURE ं अपने जानवरों को रेत साइन से दूर रखे

cisna वीशानल बोंक 🍑 punjab national bank स्योत कर प्रतिक

BUSINESS ACQUISITION AND RELATIONSHIP MANAGEMENT DIVISION Head Office; Plot No. 4, Sector-10, Dwarka, New Delhi - 110075

Public Notice for closure of dormant/inoperative accounts Bank has noticed that in many accounts there is no operation by the customer from last 3 years and there is no balance in these accounts. To ensure that these accounts are not misused, Bank has decided to close such accounts to prevent the

Therefore Notices dated 01.05.2024, 16.05.2024 and 24.05.2024 in Newspaper and Bank Website and notices dated 06.05.2024, 16.05.2024 and 24.05.2024 on Social Media were given to all such account holders, who have not operated their account for more than 3 years as on 30,04,2024 and having zero balance or no balance in their account, that these accounts will be closed on or after 31.05.2024 without any further notice, unless the account is activated by submitting the KYC documents by the account holder in respective branch latest by 31.05.2024.

To avoid inconvenience to customers, Bank has decided to extend timeline for further 15 days. All such account holders are again requested to reactivate their accounts on or before 15.06.2024 so that they can avail uninterrupted Banking accounts with the Bank. These accounts will be closed on or after 16.06.2024 without any further notice, unless the account is activated by submitting the KYC documents in respective branch latest by 15.06.2024.

Please note that Accounts linked to DEMAT accounts, Lockers, having active riease note trial accounts linked to DEMAL accounts, Luckers, naving active standing instruction, student accounts with customer age below 25 years, account of minors, accounts opened for specific purpose like PMJJBY/PMSBY/SSY/APY, DBT and accounts frozen by order of Court, Income Tax Department or any other statutory authorities shall not be closed under this process.

In case of any query/assistance, you are requested to contact your branch.

(Authorized Signatory)

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PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Limited)

Office: First Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place,
New Delhi – 110001, Fax: 011-23443990

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and Interested bioders, may refer to the RFP notification and RFP documents available on the website Interested bioders, may refer to the RFP notification and RFP documents available on the website Interested bioders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST). The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 01.06.2024 to one working day prior to bid submission for the projects mentioned below on payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% from 9° Floor, payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 payments proc. Interested into submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- or USD 7,000 payments applicable GST @18% separately. The survey report and clarification to RFP documents shall be issued plus applicable GST @18% separately. The survey report and clarification to RFP documents shall be issued plus applicable GST @18% separately. The survey report and clarification to RFP documents shall be issued day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding clarifications/amendments/time extensions etc., if any. The important timelines in this regard are as follows:

submission of response to RFP of Response to RFP(dd/mm/yyyy) Name of Transmission Scheme S. clarifications No (dd/mm/yyyy) (dd/mm/yyyy) 05.08.2024 up to 15.00 hrs (IST) 05.08.2024 up to Transmission Scheme for integration of Bijapur REZ in Karnataka 21.06.2024 15:30 hrs (IST)

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

Bid Process Coordinator

EEE CONSULTING LTD.

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Ministry of Power Government of India

Central Electricity Authority



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NESTERN RAILWAY - JUMEDARAD DIVISION ELECTRICAL WORK

ELECTRICAL WORK

E-Tender Notice No. Sr.DEE-TRIADI/02

E-Tender Notice No. Sr.DEE-TRIADI/02

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WESTERN FAILWAY ELECTRICAL WORK

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Sr.DEF/TRO/BL Invites Tender Notice
No: ELTRD-W-118-23-24-4-R-3 Dated
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The last date of submission of the E-Tender for "Supply, Erection, Testing The last date of submission of the E-Tender for "Supply, Erection, Testing and commissioning of 125 MVAR Reactor along with its associated bay and commissioning of 125 MVAR Reactor along with its associated bay and related work at 400 KV Substation Kashipur" against Tender and related work at 400 KV Substation Kashipur" against Tender Specification no. PTCUL/E-Tender/C&P-I/SS-14/2023-24 is hereby specification no. extended upto zu.ub.zuza 15:30 Hrs. For more details please visit e-tender website www.uktenders.gov.in (tender id no. 2024 PTCU4_71331_1) and for e-tender corrigendum notice our website www.ptcul.org. All other terms and conditions shall remain same.

www.picur.org.zarourer isans and conditions shall remoin same.

For any assistance on E-Tendering, please contact +91-8899890000. For any assistance on C-tenuening, please contact *31-0090090000.

RO No. 932/HQPU/PTCUL Dated; 30.05.2024 Superintending Engineer (C&P-II) "Save Electricity in the Interest of Nation"

WESTERN RAILWAY . VADODARA DIVISION

ENGINEERING WORK

e-TENDER NOTICE NO.

DRM-BRC 044 OF 2024-25

Sealed Tenders for and on behalf of the President of India are invited by Divisional Railway, Pratapnagar, Va ACD, Western Railway, Pratapnagar, Vandodara-390 004

No. DRM BRC 044 of 2024-25. Name of No. DRM BRC 044 of 2024-25. Name of Work: Supply and execution of Rail Widds with Contractor's own welding materials, into rete for various track renewal works into rete for various track renewal works under jurisdiction of DEN N BRC. (Reinvited) (R-2). Approximate Cost of the invited) (R-2). Approximate Cost of the invited of Reposited (in \$\cap{3}\): 2,50,900.00, Date of the office stories and time for submission of tender and on time for submission of tender and on time for submission of tender and time for submission of tender and time for submission of tender and on time for submission of tender and time for submission of tender is to be opened on same alea at 15:30 Hrs. Website on the office from where seen & Address of the office from where the tender form can be purchased: Website @ www.ireps.gov/in. Divisional Railway Manager (W A/C), Western Railway Pratapnagar, Vadodara-4.

End is on filipebook convictions.

RajCOMP Info S C-Block, 1st Floor, Yojana RISL invites ebids from the eligible bidde

RISL invites ebids from the eligible bidde

NIB No / Date/
Unique bid no.
2018/29.05.24
(RIS24/25WSO)
(RIS24/25WSO)
(Establishment of RG,
Zonal)
Details can be seen on the websites http://
bittp://doile.rajasthan.gov/in. Request for Prop Establishment of RC Zonal

FORTNIGHTLY TES

Tender Notice No. ADJ/SIP/Tender Sr. DMM Anmedabad on behalf of the POP open tenders for supply of materials:

.1	ders for supply of materials. Brief description of mat
». L	Transformer
	Set of EVAPORATOR COIL
4	Raised register SITC of Microprocessor-bas and fault diagnostic sy rding detailed tender notice co

conditions, please considered.

पंजाब नेघलल बेतः । _{भवत्य स्वर्ग}

BUSINESS ACQUISITION AND REL

Public Notice for closure of d

Bank has noticed that in many accounts last 3, years and there is no balance accounts are not misused, Bank has death

Head Office: Plot No. 4, Sector-

inherentrisk.

Therefore Notices dated 01.05.2024, 1ftiress, and Bank Website and notices dated 06.5 Social Media were given to all such account for more than 3 years as on 3.5 balance in their account, that these account without any further notice, unless the 2.02 documents by the account holder in respectively a count inconvenience to customers, further 15 days. All such account holds accounts on or before 15.06.2024, so

accounts on or before 15.06.2024 so

services with the Bank. These accounts to

any further notice, unless the account is a

in respective branch latest by 15 MG 2023

Please note that Accounts anited to

standing instruction, student are units of

of minors, accounts opened for specialist

DBT and accounts frozen by order as a

statutory authorities shall not be closed

In case of any query/assistance 40

PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Limited)

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(A wholly owned subsidiary of PFC Limited)

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission on the Proposal (RFP).

Interested bidders may refer to the RFP notification and RFP documents available on the website bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders may obtain the RFP documents on all working day between 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders may obtain the RFP documents on all working day between 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders may obtain the RFP documents on the projects mentioned below on the projects of the project

day prior to bid stibilised day prior to bid stibilised extensions amendments/ time extensions extensions at transmission Scheme	Last Date for	submission of	RFP(dd/mm/yyyy)	ŀ
clarifications/ amendments on Scheme	seeking clarifications	response to RFF		1
S. Name	(dd/mm/yyyy)	(dd/mm/yyyy) 05.08.2024 up to	05.08.2024 up to 15:30 hrs (IST)	1
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Transmission Schemo of Bijapur REZ in Karnataka of Bijapur REZ in Karnataka	t to cancel or mod	lify the process	ut assigning any reaso	

Note: PFC Consulting Limited reserves the right to cancel or modify the Initiative Partner and without any liability. This is not an offer. 1 *

Bid Process Coordinator GE CONSULTING LTD. (A wholly owned suberdiary of PFC Ltd.)
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Ministry of Power

Central Electricity Authority

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Green panel issues notices over diversion of for

Jayashree Nandi

3. Prease contact +91-889999977777

letters@bindostantimes.com

NEW DELHI: The National Green Tribunal has issued notices to Assam government, Assam Forest Department; the Union ministry of environment and forests (MoEFCC): District Commiser, Sibsagar; and the Divial Forest Officer on an appli-tion that has alleged that mer principal chief conservator of forests and head of forest force, Assam, MK Yadava illegally diverted 28 hectares of forest land for a police commando battalion camp at Assam-Naga-land interstate border in Geleky

Forest Reserve. NGT's eastern bench in its order dated May 29, published on the NGT website, has ordered the constitution of a committee comprising of the Additional Director General of Forest, MoEFCC dealing with the Forest (Cogservation) Act. Additional

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Secretary, MoEFCC nominated by Secretary, MoEFCC; and Deputy Director General of Forests (C), MoEFCC, Integrated Regional Office, Meghalaya to look into the matter.

The committee shall visit the site and submit its report. The Additional Director General of Forest, MoEFCC shall be the nodal officer for filing the report on affidavit," the order said, hearing an application by Rohit

Choudhury Vs State of Assam.
"We are of the opinion that the matter relates to substantial environmental issue and violation of Forest (Conservation) Act, 1980 and requires consider-

ation," the order stated. The illegal permission has been granted by the then Principal Chief Conservator of Forests and Head of Forest Force, Assam, Shri MK Yadava who is at present the Special Chief Secretary (Forest), Govt. of Assam. It is alleged that the concerned official has misused his power

large part of the forest area without fulfilling the requirements of out fulfilling the requirements of Compensatory Afforestation and Net Present Value which makes him personally liable for compensating and restoring the damage done to the forest," NGT said, referring to Choudhury's

application.
"I have not received the NGT notice yet," said MK Yadava, special secretary, forests, Assam on

The New Delhi bench of NGT has already suo motu taken up the matter against alleged illegal diversion of of 44 hectares of protected forest to set up the Assam Police's Commando Battalion located near the Assam-Mîzoram border in Hailakandi district. Yadava, then PCCF, allegedly allowed construction by a commando battalion unit in a protected forest in Hailakandi, ostensibly to stop encroach-ments by Mizo people from neighbouring Mizoram, creating

environment ministry to take notice and direct the state government, in March this year, to

immediately halt construction.
On March 28, the Union environment ministry submitted an affidavit in the matter which admitted that the construction of the battalion is in contravention of the Forest Conservation Amendment Act. The Assam government informed the National Green Tribunal (NGT) that it has stopped the construc tion of a commando camp on 44 hectares at Hailakandi after the Union environment ministry's

HT reported on April 10 that in 2023, M K Yadava, then the principal chief conservator of forests and head of forest force in Assam, approved the construction by a commando battalion unit in the Assam-Mizoram interstate border area of Inner Line Reserve Forest involving

RajCOMP Info Ser

RISL invites ebids from the eligible bidders fo

Details can be seen on the websites http://nsl.ral http://doitc.rajasthan.gov.in. Bids are to be submit Raj.Samwad/C/24/266

Uttarakhand Public Financii 31/62, 3rd Floor, Urban Rajpur Road, Deh Mob: +91-971832317

The Office of the Project Directi

Assignment Name

Supply & Installation of Hardware Software in Finance Data Centa

Bid Ref: IN-CTRFA-429850-GO-RF

Bids must be submitted online on t

of bidding document including ini-

assignment through e-procurement p

Sr.

C-Block, 1st Floor, Yojana Bhan

Request for Proposal (Establishment of RCAT Co Zonal HD

intervention.

PFC CONSULTING LIMITED

(A whool, "Urganidhi", 1, Barakhamba Lane, Connaught Place,
New Delhi = 110001; Fax: 011-23443990

Website: www.ofcclindia.com

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of Transiting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Unidertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of "Request for Proposal" (RFP). Transfer (BOOT) basis following single stage two envelope process of "Request for Proposal" (RFP). Interested bidders may refer to the RFP notification and RFP documents available on the website https://www.mstcecommerce.com/and https://www.nfcclindia.com/

https://www.mstcecommerce.com and https://www.pfcclindia.com.

The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 01:06:2024 to one working day prior to bid submission for the projects mentioned below on payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% from 9° Floor, 1946; A. Statesman House, Connaught Place, New Dethi-110001, Tel.; 91-11-23443996; Fax: 91-11-2443996; e-mail: pfccl.itp@pfcindia.com. The RFP documents can also be downloaded from the prior of the

GRADIES AND SUBMISSION DATE. BIODERS SHOULD REQUIRITY VISIT WEDSITE TO KEEP THEMSELVES UPDATED REQUIRITY AND THE IMPORTANT TIME ENTERS IN THIS TERRITORY AND ASSESSED AS A SOLUTION OF THE STREET OF T

Name of Transmission Scheme RFP(dd/mm/yyyy) seeking response to RFP S. (dd/mm/yyyy) (dd/mm/yyyy) 05.08.2024 up to 05.08.2024 up to 15:30 hrs (IST) 21 06 2024 Transmission Scheme for integration 15:00 hrs (IST)

The Consulting Limited reserves the right to cancel or modify the process without assigning any reason of Bijopur REZ in Karnataka

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RajCOMP Info Services Limited (RISL)

C-Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

Rest invites solids from the eligible bidders for the following:

Estimated Start of sale Cost/EMD /Last date Rs. 2.50 Cr. 10.06.2024 Rs. 5.00 25.06.2024 Lakh NIC No / Date/ Unique bld no 2018/29.05.24 Request for Proposal (RFP) for Establishment of RCAT Center at Kota Zonal HQ 2152425WSQ

http://spop.rajaethan.gov/s on the websites http://nsl.rajasthan.gov. /eproc.rajasthan.gov.in EE (Electrical), DoIT&C

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

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https://www.mstcecommerce.com and https://www.pfcclindia.com.

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S. Name of transmission determs	Last Date for seeking	submission of	of Response to RFP(dd/mm/yyyy)
Transmission Scheme for integration of Bijapur REZ in Karnataka	21.06.2024	05.08.2024 up to 15:00 hrs (IST)	05 08:2024 up to 15:30 hrs (IST)

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

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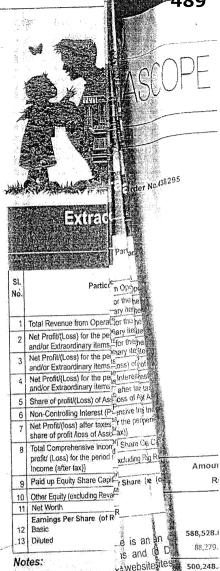
THE WEEK THAT WAS

A quiz on the week's development.

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RajCOMP Info Services Limited (RISL)

ic invites ebid No./Date/	ock, 1st Floor, Yojana Briawan, steelings from the eligible bidders for the following: Particulars	Estimated Cost/EMD	Lastuam
29.05.24	Request for Proposat (RFP) for Establishment of RCAT Center at Kota Zonal HQ an on the websites http://risl.rajasthan.gov.in.	Rs.2,50 Cr. Rs. 5.00	10.06.2024 25.06.2024

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

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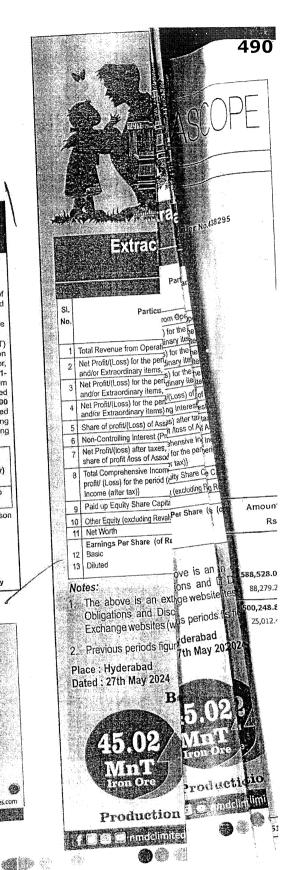
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A quiz on the week's development.

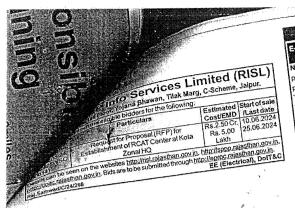
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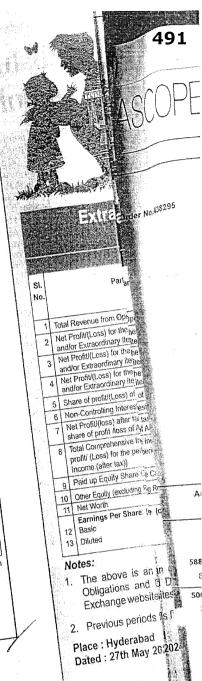
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E-TENDER NOTICE No.: NGP-ELECT

patrolling of OHE sections and Nonpower block work of TRD depot during track machine work of Engineering Department over the NGP Division of period of two years, Estimated Cost of work: Rs. 56,33,600,00/- Earnest or work -no. 30,30,000,007- Earnest Money Deposit: Rs. 1,12,700.00/- Last date & Time for submission of tender oate & time for submission of lander. 21-06-2024 at 15.00 Hours Web site address. The relevant details about this address: The relevant usuals about and E-Tender & for online participation in E-tendering are available on Railwa vebsite www.ireps.gov.in

Sr.DEE (TRD), CR, Nagpu चे फाटक को बंद स्थिति में पार करना मना है 🧟



Regd. Office: First Floor, "Urjanidhi", 1, Fax New Delhi - 110001, Fax GLOBAL INVITATION (THROUGH E-BIDDING ONLY) FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

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PFC CONSULTING LIMITED

to those bidders, who have day prior to bid submission date. Bidders should day prior to bid submission date. Bidders should clarifications/ amendments/ time extensions etc., if	Last Date for Last Date for submission of	
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Note: PFC Consulting Limited reserves the right and without any liability. This is not an offer. An Initiative of

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RajCOMP Info Services Limited (RISL)

C.Block, 1st Floor, Yojana Bhawan, Tilak Marg, C.Scheme, Jaipur.
se ebids from the eligible bidders for the following:

| Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Seattlefeet | Februsted | Fe Estimated Start of sale Cost/EMO / Last date RS.2.50 Cr. RS.5.00 | 25.06.2024 Request for Proposal (RFP) for Establishment of RCAT Center at Kota Zonal HQ ill Rough bid no.
Inique bid no.
Ini

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS PEC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking) invites proposals for setting up of transmission projects on Ruild Own Operate and

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Owin, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Owin, Operate and Transfer (BOOT) basis following single stage two envelope process of "Request for Proposal" (RFP). Transfer (BOOT) basis following single stage two envelope process of "Request for Proposal" (RFP). Interested bioders may refer to the RFP notification and RFP documents available on the website https://www.mstcecommerce.com.and https://www.ofcclindia.com.

Transfer (BOOT) basis following single stage two enverope process or requestion through the website interested bidders may refer to the RFP notification and RFP documents available on the website and the silver may refer to the RFP notification and RFP documents available on the website interested bidders may refer to the RFP notification and RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) and

to those bidders, who have to those bidders sho day prior to bid submission date. Bidders sho day prior to bid submission date. Bidders sho day prior to bid submission date. Bidders sho day prior to those prior to the same should be sho	Last Date for	Last Date for submission of	of Response to RFP(dd/mm/yyyy)
day prior to design and design an	clarifications (dd/mm/yyyy)	response to RFP (dd/mm/yyyy)	1 200 2004 400 00 1
	tion 21.06.2024	05.08.2024 up to 15:00 hrs (IST)	05.08.202 15:30 hrs (IST)
1. Transmission Scheme for integral of Bijapur REZ in Karnataka	e right to cancel or mor	dify the process without	ut assigning any reason

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

Bid Process Coordinato

GONSULTING LTD. (A wholly owned subsidiary of PFC Ltd.)
(A Govt. of India Undertaking) Ministry of Power

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rder No.⁴³⁸²⁹⁵ Total Revenue from Op Nat Profit/(Loss) for the and/or Extraordinary ite Net Profit/(Loss) for the and/or Extraordinary ite Net Profit/(Loss) for the and/or Extraordinary ite Share of profit/(Loss) of Non-Controlling Interes Net Profit/(loss) after ta share of profit floss of A Total Comprehensive In profit (Loss) for the pe Income (after tax)) Paid up Equity Share C Am Other Equity (excluding Re 10 11 Net Worth Earnings Per Share (d Basic 12 Diluted 13 588,5 The above is an 88, Obligations and D 500, Exchange websites 25 Previous periods fi Place: Hyderabad Dated: 27th May 202 Productio G innochmi

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RAICOMP Info Services Limited (RISL) Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur. as from the eligible bidders for the following: Estimated Start of sale Cost/EMD / Last date Rs.2.50 Cr. 10.06.2024 Cost Start of Sale Cost Start of Sale Cost Sale Particulars Request for Proposal (RFP) for Establishment of RCAT Center at Kota Zonal HQ an be seen on the websites http://risit.naiasthan.gov.in. http://sppn.rajasthan. itcrajasthan.gov.in. Bids are to be submitted through http://sppn.rajasthan. wwdtc/24/266 /eproc rejasthan gov.in.

Connaught Place,

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and India Undertaking), invites proposals for the RFP documents available on the website Interested bidders may refer to the RFP notification and RFP documents available on the website Interested bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders may obtain the RFP documents on the projects mentioned below on 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders may be up and in the Bidders may be up and hit projects mentioned below on 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders may be up and below on 10:30 hrs (IST) and 16:00 hrs (IST) in the Bidders should regularly visit website to keep themselves updated regarding to those bidders, who have obtained purchased RFP documents by paying requisite fee at least one working day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding to those bidders, who have obtained burchased RFP documents by paying requisite fee at least one working the Bidders and mendme

day prior to bid submission date. Bidders should day prior to bid submission date. Bidders should day prior to bid submission date. Bidders should day prior to bid submissions are clarifications/ amendments/ time extensions etc., if S. Name of Transmission Scheme	clarifications	response to RFP (dd/mm/yyyy)	= = = to
1 1	21.06.2024	05.08.2024 up to	10.00
Transmission Scheme for integration of Aliaour REZ in Karnataka			ut assigning any reas

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

Bld Process Coordinator

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- 1 Total Revenue from Operati Net Profit/(Loss) for the pen and/or Extraordinary items.
- Net Profit/(Loss) for the period and/or Extraordinary items,
- Net Profit/(Loss) for the peric and/or Extraordinary items)
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- 6 Non-Controlling Interest (Pro Net Profit/(loss) after taxes, share of profit floss of Assoc
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- 12 Basic
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Notes:

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- 1. The above is an extra Obligations and Disclo Exchange websites (wv.
- 2. Previous periods figure

Place: Hyderabad Dated: 27th May 2024

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न्दुस्तान प्रतिनिधि। पटना ार गुरुवार की सुबह दो । नकली पुलिस बनकर ो जांच के बहाने एक यात्री ॥यब कर दिया। बैग में 11 ाये नकद, मोबाइल, एटीएम ाधार, पैन, पासबुक सहित गजातं थे।

ायब करने के बाद बदमाशों ,एम कार्ड से 20 ाकासी भी कर ली। तेकर चाइत ने रेल थाना में i कराया है। जहानाबाद जिले बदुमपुर थाना इलाके के ना गांव निवासी विनोद कुमार

ु के वापी में काम करते हैं। ब्वार की देर रात वह बांद्रा-एक्सप्रेस से पटना जंक्शन अपने गांव जाने के लिए वह ार्म संख्या एक पर ट्रेन की कर रहे थे। पीड़ित ने बताया **जी ओवर ब्रिज** के नीचे स्थित 20 हजार रुपये एटीएम से भी निकाल लिए

🐹 जहानाबाद निवासी के साथ हुई घटना

🔳 बैग में मोबाइल, एटीएम कार्ड, 11 हजार थे

पिलर के पास वह सुबह होने का इंतजार कर रहे थे। उसी समय दो व्यक्ति पीड़ित के पास पहुंचे और वतायाकि वह पुलिस वाले हैं। बैंग में क्या है इसको चैक करना है, बैग दिखाओ। इतना सुनते ही पीड़ित डर गए और अपना बैंग चेक करने लिए उन्हें दे दिया।

मौका पाते ही दोनों उनका बैग लेकर फरार हो गए। इसके बाद पीड़ित अपने घर पहुंच कर परिवार के सदस्यों को आपबीती सुनाई। बैंक का खाता चेक कराया तो उसमें से 20 हजार रुपये की निकासी कर ली गई थी। इसके रेल थाना में अपनी शिकायत पुलिस ने भाई-बहन के खिलाफ दर्ज करायी। भी - १००८, मारपीट, सरकारी इयूटी में बाघा डालने, बाद पीड़ित ने पटना जंक्शन पहुंचकर



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देवप्रयाग, संवाददाता। देवप्रयाग संगम तट पर शुक्रवार को गंगा के तेज बहाव की परवाह किए बगैर फोटोग्राफी कर रहे भाई-बहन को जब पुलिस ने रोका तो मारपीट करने लगे। पटना की दोनों बहनों ने महिला दरोगा से गाली-गलीच करते हुए मारपीट शुरू कर दी।

धुमकी देने आदि धाराओं में केस दर्ज कर दोनों को गिरफ्तार कर लिया। बाद में कोर्ट से दोनों को जमानत मिल गई।

Order No.438295

पुलिस के अनुसार, पटना से अपने मौसी-मौसा के साथ दो बहनें और भाई उत्तराखंड घूमने आए थे। संगम पर वीडियोग्राफी और फोटोग्राफी पर रोक है। इसके बावजूद दोनों बहने फोटोग्राफी करने लगी थी।

गशहाराधे

; एसी के प्लांट को ले जाते पृछताछ भें वे सही जानकारी सके। जिसके बाद मिथुन कुमार र को गिरपंतार कर विंद्र गरोपितों ने एसके पुरी ों की दुकान के पींछे cF. (सी के प्लांट की चोरी की थी। । रोड निवासी गोविंद अग्रवाल विदन पर मुकदमा दर्ज किया है।



पीएफसी कंसिंटेंग लिमिटेड

(पीएफसी लिमिटेड की पूर्ण स्वामित्वाधीन सहायक कंपनी) पंजीकृत कार्यालयः प्रथम तल, 'ऊर्जानिधि', 1, बाराखंबा लेन, कर्नाट, प्लेस, नई दिल्ली–110001, फेक्स: 011–2344390 वेबसाइट www.pfcclindia.co

वैश्विक आमंत्रण (केवल ई-निविदा के माध्यम से)

अंतरीज्जीय पारेषण परियोजनाओं के लिए निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (बूट) आघार पर पारेषण सेवा प्रदाता के चयन हेतु

पीएफसी कंसिस्टिंग लिमिटेड, पावर फाइनेंस कॉर्पोरेशन लिमिटेड (भारत सरकार का एक उपक्रम) की पूर्ण रवामित्वाधीन सहायक पीएफसी कसाल्टम ।लामटड, पावर फाइन्स कापारथन ।लामटड (मारत सरकार का एक स्पक्रम) का पूर्ण स्वामत्वाचान सहायक कंपनी 'प्रस्ताव हेतु अनुरोध' (आरएफपी) की एकल चरण की दो तिकाफा प्रक्रिया का पालन करते हुए निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (मूट) आधार पर पारेषण परियोजनाओं की स्थापना हेतु प्रस्ताव आमंत्रित करती हैं ।

इच्छूक बोलीदाता वेबसाइट https://www.mstcecommerce.com और https://www.pfcclindia.com पर उपलब्ध आरएकपी

आध्रमूबना आर आरएफपा दस्तावज दश्च सकत है। निविदादाता अप्रविदेय गुल्क रु. 5,00,000 / — या यूएसडी (यूएस डॉलर) 7,000 + लागू जीएसटी 18 प्रविशत का भुगतान करके आरएफपी दस्तावेज 01.06.2024 से निम्नालिखित परियोजनाओं के लिए निविदा जमा विश्व से एक कार्यदिवस पूर्व तक सभी कार्य दिवसों में 10:30 वर्ज (आईएसटी) से 16:00 बजे (आईएसटी) के बीच 9वीं मंजिल, विंग - ए, स्टेट्समैन हाउस, कर्नाट एलेस, नई काय (दवसा म 10:30 बंज (आईएसटा) स 16:00 बंज (आईएसटा) क बाच भवा माजल, 1वंग — ए, स्ट्रसमन हाउस, कनाट खंस, नई दिल्ली—110001, फीन: 91—11—23443996, फैक्स: 91—11—23443990; ई—मेल: <u>pfccl.itp@pfcindia.com</u> से प्रान्त कर सकते हैं। पिटली-110001, फानः 91-11-23443996; फक्स. 91-11-23443990; इ-मल: pfccl.itp@pfcindia.com से प्राप्त कर सकते हैं। आरएफपी दस्तावेज https://www.mstcecommerce.com और https://www.pfcclindia.com से भी डाउनलोड किए जा सकते हैं. यदिए, ऐसे मामले में, इस्कुक पार्टिमां आरएफपी के उत्तर जमा करने समय अलग से अप्रविदेय शुल्क रु. 5,00,000 / - या सुरस्तडे (यूएस डॉलर) 7,000 / - वा पुणसडी कर जो विदायताओं को जारी किया जाएगा, जो निविदा जमा विधि से न्यूनतम एक कर्मादिवन पूर्व तक किसी भी स्पार्टीकरण केवल उन निविदादाताओं का जारी किया जाएगा, जो निविदा जमा विधि से न्यूनतम एक कर्मादिवन पूर्व तक किसी भी स्पार्टीकरण में अपेक्षित शुल्क का मुगतान करके आरएफपी दस्तावेज खरीट / प्राप्त कर चुके हैं। निविदादाता किसी भी स्पार्टीकरण / संशोधन / समय विस्तार आदि, यदि कोई हो, के बारे में नदीनतम जानकारी हेतु वेबसाइट नियमित रूप से देखते रहें। इस संबंध में महत्वपर्ण समय-भारणी निम्नानसार है.

ø.	ण / संशोधन / संसय । स्तार्ण निम्नानुर । में महत्वपूर्ण समग्र-सार्ण निम्नानुर परिषण परियोजना का नाम	करने की अंतिम तिथि	आरएफपी का उत्तर जमा करने की अंतिम तिथि (दिन/माह/वर्ष)	(दिन/माह/वर्ष)
सं.	कर्नाटक में बीजापुर आरईजेंड के		05.08.2024 को 15:00 बजे (आईएशटी) तक केसी दायित्व के प्रक्रिया की स	

भोट : पीएफसी कुंसिटिंग तिमिटेड बिना कोई कारण बताए और बिना किसी दायित्व के प्रक्रिया को रह करने या संब अधिकार रखता है। यह कोई प्रस्तान नहीं है। हत्त्व सहक्षेत्रस

ोली प्रक्रिया समन्त्रयक GE CONSULTING LTD.





(बीएकती तिबिद्ध की पूर्व स्वायकाशीन सत्यक अंपनी

Representatio ally Signed By

AOD VITTHAL MATRAO

1-2024 15:39:

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विद्युत मंत्रालय



न मामले का संख्या की पता लगान ल गाउँ मुआवजे की राशि प्रदान हुई या नहीं, इस तरह के मामलों को खंगालने वरः। र का जिम्मा जिला परिवहन पदाधिकारी जनार्दन कुमार ने एमबीआई और परवर्तन अवर निरिक्षकों को सौंपा है। परिवहन विभाग के अधिकारियों के द्वारा हीट एंड रन मामले के शिकार 69 मंआवजा दिया गया छ।

शहरी क्षेत्र से लेकर जिले के सभी प्रखंड में हीट एंड रन मामले के शिकार हुए लोगों की सूची तैयार कर अविलंब समर्पित करने का आदेश जिला परिवहन पदाधिकारी के द्वारा दे दी गई है। इस तरह के मामलों में किसी भी तरह की लापरवहीं नहीं बरतने का शिकार हुए लोगों का न्यायलय म मामला दर्ज कराने के बाद मुआवजा राशि की प्रदान की जाती थीं। लेकिन न्यायालय में लंबा वक्त लगने की वजह से अब प्राधिकार के माध्यम से इस हीट एंड रन के शिकार हुए लोगों को राशि प्रदान की जा रही हैं।

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Order No.438295

एफ प. बंगाल चंपानगर अ

हिन्दुस्तान प्रतिनिधि। बीते शुक्रवार को गुप्त सूचना पर पश्चिम वंगाल की स्पेशल टास्क फोर्स ने नाथनगर शाना क्षेत्र के चंपानगर मस्जिद लेन घाट किनारे रहने वाले मों. सागीर अंसारी को भारी मात्रा में हथियार बनाने में उपयोग होने वाले चार

आथ गिरपतार किया था। सांगीर की गिरफ्तारी आसनसोल साउथ थाना क्षेत्र के कालीपहाड़ी मोड़ के पास हुई थी। वह हथियार की डिलीवरी करने वहां पहुंचा था। इसी मामले में एसटीएफ बंगाल

पुलिस शुक्रवार को नाथनगर थाना की पुलिस के साथ अभियुक्त के घर सत्यापन को पहुंची थी। पुलिस के पहुँचते ही

इलाके में भीड़ जुट गई। एसटीएफ ने सागीर की मां से पूछताछ की और पूरे परिवार की जानकारी लीं। अभियुक्त का आधार कार्ड मांगा। परिजनों ने घर में आधार कार्ड नहीं होने की बात कही। नाथनगर इस्पेक्टर राजीव रंजन सिंह ने कहा कि एसटीएफ बंगाल पुलिस अभियुक्त सागीर के आवास समेत घरवालों के सत्यापन के लिए यहां पहुंची थी।

शाखा-बेलवा Indian Bank एनएच-31 गुलावबाग, पूर्णिया ALLAHABAD , 🛆 हलाहाबाद भारत सरकार का उपक्रम ਅਤਿਹਾ-IV (नियम-8(1)) कब्जा सूचना

जेसा कि. वितोव परिसंपत्तियों के प्रतिभृतिकरण एवं पुनर्विमाण तथा प्रतिभृति हित प्रवर्तन अधिनियम, 2002 के अभीन और प्रतिभृति हित (प्रवर्तन) वितोव परिसंपत्तियों के प्रतिभृतिकरण एवं पुनर्विमाण तथा प्रतिभृति हित प्रवर्तन शिलायों का प्रयोग करते हुए इंडियन श्रेक के प्रतिभृति विमागतती, 2002 के नियम 8 एवं 9 के साथ पंजित सारा 13(12) के अयोन प्रदत्त शिलायों का प्रयोग करते हुए इंडियन श्रेक नियमावलां, 2002 के नियम 8 एवं 9 के साथ पाउत थारा 13(12) के अधान प्रत्त शास्त्राचा का प्रयान करत हुए, हाडयन यक के प्राथमत अधिकारों के तौर पर अधीरत्तावरी हारा एक हिमोड नीटिस दिनीक 02.03.2024, कर्जवर, गारंटीयता एवं वंधकताता, 1. मेससे यावा सी बिक्स (प्रो. श्री प्रदीप कुमार चास) पना बेलवा, पो.-बेलवा, पूर्णिया राज्य बिहार 854337, 2. श्री प्रतीप कुमार दास पिता रख. केबार नाथ दास (कर्जवर सह गारंटर) पना बेलवा, पो.- बेलवा पूर्णिया राज्य बिहार 854337, 3. श्रीमति कल्पना देवी पति प्रदीप कुमार दास (मारंटर) पता (कजवतर सह गास्टर) पता बलवा, पा.- बलवा पूणावा राज्य बिहार 854337, 3, आमात कल्यना दवा पात प्रवाप कुमार दास (गास्टर) पता बेलवा, पो.-बेलबा, पूर्णिया राज्य बिहार 854337, 4. श्री पवन कुमार दास पिता प्रदीय कुमार दास (गास्टर) पता बेलहा, पो.-बेलवा, पूर्णिया राज्य बिहार 854337, स्त्रे बांग्य राज्य बिहार 854337 एवं 5. श्री सोनु कुमार पिता प्रदीप कुमार प्रास (गास्टर) पता बेलवा, पो.-बेलवा, पूर्णिया राज्य बिहार 854337, स्त्रे बांग्य नोटिस के प्रतिक को तिथि के 60 दिनों के डांर्स नोटिस में निर्देशित राशि आवास प्रत्य को राशि रु. 30,98,045/- (रुपये तीस लाख अठानचे इजार नामदत्त भ आपन काराय क 00 पटना क अद्द नाम्दर म मन्दरसन ताम आवास ऋष का वास ठ. 30,78,045/- (रुचय तास लाख अठानम इजार पैतालीस मात्र) तथा ओपन केश क्रेडिट ऋण गणि ठ. 12,23,340/- (बारह लाख तेईस हजार तीन सौ चालीस रूपये मात्र) को हमारी येलवा

शाखा को चुकान के लिए कहते हुए जारी किया गया! कर्जवरों, गारेटीवातओं तथा थेथकराताओं के द्वारा गीश चुकाने में असफान रहने पर, एतरहारा कर्जवरों, गारेटीवातओं तथा थेथकराताओं और कर्जवरों, गारेटीवाताओं तथा थेथकराताओं के द्वारा गीश चुकाने में असफान रहने पर, एतरहारा कर्जवरों के निवस 8 तथा 9 के साथ पांठत कथित कर्जवरीय की मोदिस थे जाती है कि अभीप उनकी प्रत्से शक्तिरों का प्रयोग करते हुए दिलांक 19 मई, 2024 को ले लिया है। अधिनियम को आरा 13(4) के अभीप उनकी प्रत्से शक्तिरों का प्रयोग करते हुए दिलांक 19 मई, 2024 को ले लिया है।

आग्रान्यमका घारा १३८७) क अधान अनका प्रता शाकारण का प्रयोग करत हुए।वनाक २५ ४६, २७२४ का लालावा ६ । एम्ट्रहास कर्नवरी, गार्टीयताओं तथा चंघकयताओं को विशेष क्या से तथा आम जनता को सामान्य तीर पर संपत्ति के साथ लेन-देन नहीं करने की ध्वरदृहार्य कनदर्य, गारटादाला तथा वसकद्याच्या का किरन राज कावणा आन जनवान्त्र सराम्य घर पर चनाव का अब राजन्य नव चेतायनी दो जाती है तथा संपन्निक साथ कोई भी लेक-देन ग्रीत आयाम ऋणे की ग्रीत के. 12,23,340/-{बास्ड लाख तेईस हजार तीन सी चालीस नाम मा अनुसारक राजा अवाध ना काल नाव ना अवाध ना अवाध नाव ज्याना करना ना वा अवाध हुंपर्व मान्न) तथा साथ में उस पर ब्याज के लिए इंडियन बैंक के लाज के अधीन होगा।

क्ष्मव भाव) तथा साथ म उस पर ब्याज का लाए इष्टियन चक क चाज क अधान हरगा। 'हम आपका थ्याव सरफेसी अधिनियम की मारा 13(8) के प्रावधानों और उनके तहत गिरित नियमों, जो प्रतिभृतियों पर रिडम्शन के आपके

आयकारा क साव डाल करत ह , का आर आकृष्ट करत ह । <u>अव्यल संगति का खिलाया</u> आवस्तीय संगति का यह सारा भाग और पार्सल औ प्रदीप कुमार वास गिता स्व.स्त. के दार नाथ दास नाम भर है खेसरा में. 294 क. ख. ग. खाता में. 486 बार्ट में. 3/20 सीची में. 8/5 थाना में. 108 क्षेत्रफल त.65 हिस्सिनल शामिल है मोहत्ला बड़ीहाट, नवा टोला मीचा- माघोषारा, थानां-खानानची हाट जाव नः २/८८, धना नः ०/२ जना नः ७०० जना नः १०० जना नः वर्षाः वर्षाः वर्षाः वर्षाः वर्षाः वर्षाः वर्षाः वर्षाः उ उप रक्तिस्म पृथिया सहर, कितो-पृथिया सेल ठोड नं. 7627 दिनोक 04.05.2012 के तहत चौहती : उत्तर-मीत सिंह, दक्किण-निज खरीरवर,

पूर्व-पानेश्वर मंडल एवं ग्रस्ता, पश्चिम-हीरानाव झा दिनोंक-29.05.2024 **विवाद य स्थान-पूर्णिया **विवाद की स्थिति में अंग्रेजी पाठ्य मान्य होगा^{*}

चालकों की मनमानी 2 सेयात्रीपरेशान

धागलपुर। तमाम कोशिशों के बावजूद यातायात पुलिस द्वारा टोटो चालको परनकेल नहीं कसा जा सका है। टोटो चालक शहरी क्षेत्र के अधिकांश चौक-चौराहों पर टोटो खड़ी कर जाम लगा देते हैं। जिससे यात्रियों की परेशानी बढ़ जाती है। शहरी क्षेत्रों में टोटो प्र कोडिंग की व्यवस्था है। फिर भी नियमों के तहत टोटो का परिचालन शहरी क्षेत्रों में नहीं हो रहा है।

मारपीट में तीन लोग जख्मी

भागलपुर। जोगसर थाना क्षेत्र में शुक्रवार की दो पक्षों में हुई मारपीट में तीन युवक जख्मी हो गए। निजी नर्सिंग होम के स्टाफ अंबुज ने बतायां कि शुक्रवार को एक लड़के की ड्रेसिंग कराने के लिए कुछ लोग आए थे। हुं सिंग में देरी से वे हंगामा करने लगे। . एन्युर से तमकासिर फोड़ दिया। दूसरी तरफ से मोन् ने पुलिस को बताया है कि इंसिंग में देरी पर नाराजगी जताई तो निर्मंग होम के स्टाफ ने मिलकर उसकी पिटाई कर दी थी।

पीएफसी कंसिटिंग लिसिटेंड (पीएफसी लिमिटेंड:की पूर्ण खामिताचीन सहायक कंपनी) त कार्यात्य: प्रथम तर्त, जजीनिथ , 1. बाराखंबा तेन, कर्नाट प्लंस, ती-110001, फैक्स: 011-23443990 वेबसाइट: www.pfcclindia.com

वैश्वितक आमंत्रण (केवल ई-निविदा के माध्यम से)

अंतर्राज्जीय पारेषण परियोजनाओं के लिए निर्माण, स्वामित्व, प्रवालन और रुआय नारपण पारपाणाच्या च १०१५ (१७१०), रुपाण्या अवारण स्थानांतरण (बूट) आघार पर पारेषण सेवा प्रदाता के चयन हेतु

स्थानातरण (बूट) आधार पर भारवण सवा प्रदाता क थयन हतु पीएफसी कंसिटिंग लिमिटेड, पावर फाइनेंस कॉर्पोरेशन लिमिटेड (भारत सरकार का एक उपक्रम) की पूर्ण स्वामित्वाधीन सहायक कंपनी 'पुस्ताव हेतु अनुरोध' (आरएफपी) की एकल चरण की दो लिफांफा प्रक्रिया का पालन करते हुए निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (बूट) आधार पर पारेषण परियोजनाओं की स्थापना हेतु प्रस्ताव आगंत्रित करती है।

रथानागर्ण (बूट) आधार पर पारमण भारवाजनाओं का स्थापना को अस्ताव जानावत करता है। इत्युक्त बोलीदाता देवसाइट <u>https://www.mstcecommerce.com</u> और <u>https://www.pfcclindla.com</u> पर उपलब्ध आरएकपी अधिसूबना और आरएफपी दस्तावेज देख सकते हैं।

अधिसूबना और आरएफपी दस्तावेज देख सकते हैं। निवेदादाता अप्रतिदेय शुक्क रु. 5,00,000 / — या यूएसडी (यूएस डॉलर) 7,000 + लागू जीएसटी 18 प्रतिशत का भुगतान करके आरएफपी दस्तावेज 01.06.2024 से निम्नालिखित परियोजनाओं के लिए निविदा जमा तिथि से एक कार्यदिवस पूर्व तक सनी कार्य दिवसों में 10:30 बजे (आईएसटी) से 16:00 बजे (आईएसटी) के बीच 9वी मंजिल, विग – ए. स्टेट्सनैन हाउस, कर्नाट क्लेस, नई विदली—110001, फोन: 91—11—23443996; फैक्स 91—11—23443990; ई—मेल piccl.itp@pfcindia.com से प्राप्त कर सकते हैं। दिल्ली—110001, फोन: 91—11—23443996; फैक्स: 91—11—23443990, ई—मेल: pfccLitp@pfcindia.com से प्राप्त कर सकते हैं। आरएफपी दस्तावेज https://www.mstcecommerce.com और https://www.pfcclindia.com से भी आउनलोड किए जा सकते हैं, यहापि, ऐसे मामले में, इच्छुक पार्टिंग आरएफपी के उत्तर जमा करते समय अलग से अप्रतिदेश शुल्क रु. 5,00,000/— या सकते हैं, यहापि, ऐसे मामले में, इच्छुक पार्टिंग आरएफपी के उत्तर जमा कर सकते हैं। सर्वेद्याण रिपोर्ट एवं आरएफपी दस्तावेजों पर पूरसडी. (यूएस डॉक्स) 7,000 + लागू जीएसटी 18 प्रतिशत जाना कर सकते हैं। सर्वेद्याण रिपोर्ट एवं आरएफपी वृत्ति के जिली भी समय्यीकरण केवल उन निविदादाताओं को जारी किया जाएगा, जो निविदा जागा तिथि से ज्यूनतम एक कार्यदिवस पूर्व तक किसी भी समय्यीकरण केवल उन निविदादाताओं को जारी किया जारणा, जो निवदा जागा तिथि से ज्यूनतम एक कार्यदिवस पूर्व के हैं। निविदायाता किसी भी समय्यीकरण संशोधन / समय विस्तार आदि, यदि कोई हो, के बारे में नवीनतम जानकारी हेतु वेवसाइट नियमिन कम से देखते रहे। इस संबंध में महत्वपूर्ण समय—सारणी निम्नानसार हैं.

कार्य । १४वर स्पष्टीकरण / संशोधन / समय यिस्तार आदि, र इस संबंध में महत्वपूर्ण समय—सारणी निम्नानुस क्रि. पारेषण परियोजना का नाम	स्पष्टीकरण प्राप्त करो की अंतिम तिथि	अरिएकपा का उत्तर	(दिन/माह/वर्ष)
र्स.	(दिन/माह/वम)	०६ ०८ २०२४ की १५:०० बजे	05.08.2024 की 15:30 वर्जे (आईएसटी) तक
कर्नाटक में बीजापुर आरईजेड के एकीकरण हेतु पारेषण गोजना	21,06,2024 र ज्यानमा संस्मृत और विना	(आईएसर्टी) सम कसी दायित्व के प्रक्रिया की र	हें करने या संजोधीत करने का

नोट : पीएफसी कंसिट्टंग विनिटंड दिना कोई कारण बताए और दिना किसी दाशित्व के प्रक्रिया को रहे करने या संभौगित करने का

अधिकार रखता है। यह कोई प्रश्ताव नहीं है।

THE CONSULTING LTD.

(शिवफर्सी लिपिटेड की पूर्ण स्वासित्वाधीन सहावक क्रमानी) (भारत सरकार का उपकर्म)

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ह्य जानकारी देते उपायुक्त। ुं बजे तक स्वीकार किए के ईटीबीपीएसः उन्होंने बताया कि तर जून को पूर्वाहन 7.59 बजे तक विस बोटर के ईटीबीपीएस (पास्टल ीलेट) प्राप्त किए जाएंगे। सुबह चार जि ईटीबीपीएस और पोस्टल बैलेट ट्रांग रूम खुलेगा, जबकि पूर्वीहन 7

रिवेशक आएंगे

कंदपुर। मतगणना के लिए एक अन्यद्भुर आ रहे हैं। सुशील कुमार दू आर अव्यक्त के अधिकारी हैं। इन्हें बहरागोड़ा, घाटशिला और पोटका अव्यागार्गः पाटास्ता जार वाज्यान्य प्रेक्षक किल्लू शिव कुमार नायडू को जुगसलाई, जमशेदपुर पूर्वी और जमशेंदपुर पश्चिम विधान यूपा जार जनसम्बर्धः सहस्यन विस्तान सभा क्षेत्रं की मतगणना देखनी है। सुशील कुमार टू दो जून को आ जाएंगे। मतगणना चार जून को है।

बजे ईवीएम स्ट्रांग रूम खोले जाएंगे। आठ बजे से ईटीबीपीएस और पोस्टल बैलेट की गणना शुरू होगी, जबकि 8.30 बजे से ईवीएम से कॉउंटिंग शुरू की जाएगी। मतगणना केंद्र में काउंटिंग एजेंट को कॉपी, पेन एवं कागज लाने की ही अनुमति होगी।

जमशब्धुर । जन्म क्रिक्ट खनुजा का शुक्रवार प्रभ काले की मां बलवंत कौर खनुजा का शुक्रवार प्रभ काले की मां बलवंत कौर खनुजा का शुक्रवार प्रभ स्वर्गवास हो गया। वे अत्यंत धर्म परायण महिला थीं। वे अपने पीछे चार पुत्रों सहित भरा-पूरा परिवार छोड़ गई हैं। उनकी उम्र 90 वर्ष से अधिक थी। उनकी अंतिम यात्रा रविवार को उनके साकची

कालीमाटी रोड स्थित आवास से सुबह 10 बजे स्वारिखा बर्निंग घाट के लिए प्रस्थान करेगी। केंद्रीय जनजातीय मामलों के मंत्री अर्जुन मुंडा ने दूरभाष पर काले से बात कर शोक प्रकट किया।

वरिष्ठ पत्रकार शक्तित्वत चौधरी का निधन

जमशेदपुर। वरिष्ठ पत्रकार शवितव्रत चौधरी का निधन हो गया है। कोलकाता में उन्होंने गुरुवार की रात अंतिम सांस ली। कोलकाता में ही शुक्रवार को उनका अंतिम संस्कार कर दिया गया। मानगो के डिमना रोड में उनका आवास है। लेकिन विगत कुछ ाजाता राज न जान्या जावारा व राजन्या व ति । समय से वे कोलकाता में ही प्रवास कर रहे थें। जमशेदपुर सिटीजंस फोरम के अध्यक्ष एके श्रीवास्तव ने उनके निधन पर शोक जताया है।



496

Order No.438295

1-10 से इसका क्रियान्वयन ⊤आ है। तब से 410 आवेदन तही चुके हैं।

बताया जाता है कि सचिव यह निना चाहते हैं कि आवेदन खारिज रने के मामले में मानकों का पालन ज्या जाता है या नहीं। वर्तमान में कितगत पट्टा के एवज में धिकतम 10 डिसमिल जबिक मुदायिक पट्टा के एवज में ढाई इड़ तक जमीन का पट्टा जारी किया ाता है। फॉरस्ट राइड एक्ट के तहत न क्षेत्र में निवास करने वालों रहने र खेती करने के लिए पट्टा दिया ाता है।

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के अधीन एक स्वायत्त निकाय) नगर, नई दिल्ली - 110029

इंटी 2024 परीक्षा का

ुन्य विवरणों से संबंधित ्_{(/natboard.edu.in} पर

ग (दोपहर 3 बजे) से (रात 11:55 तक) ₉24 :24 तक

ति.आ.स्. सं. 02/इंड(दी)एम-7(2024-25) अस्य प्रेस निविदा सूचना ई-प्रापण हल के जारेए निविदा की प्राप्ति की निविदा ग्रापण हल के निर्गमन की तिथि /आईडी सं. अतिम बिधि/समय ग्रास्य 07.06.2024 अप. 3.00 समे तक 30.05.2024/ 2024_DJB_257079_1 (6.) 98,700/-हुं (पग) - 13 के अपनेय नोगलाई जाट विधानसभा में आउटर रिव तोड व नजरतात हैंग निकट एं-व्यक्ति भीग वार्ग फेट्रेल पम के ऑसिंग में तीन विधानसभाओं की सीवेज कैरिंग 1800 मि.सो. डाला शीवतस्त ट्रेफ 49,32,7971 ह0/- (हरीश चंदर) ऑधशानी अभियन्ता (टी) ''कोरोना रोकें: यास्य पहनें, दो गल की दूरी का पालन करें, इत्यों की स्थच्छता बनाए रखें' भीतर का पुनःस्थापन। जनसंपर्क अधिकारी (जल) द्वारा जारी विज्ञापन् सं-ज.सं.वि. 124/2023-24

पीएफसी कंसिंटा लिसिटेड (पीएफरी तिपिटेड की पूर्व स्ववित्वाधीन सहायक कपनी) र कार्यालय: प्रथम तल, कजीठिय: 1, बाराखंब लेन, कनीट जीज ती-110001; फैसरी: 011-23443990 वेबसाइट: www.pfcclindia.co

वेश्विक आमंत्रण (केवल ई-निविदा के माध्यम से)

अंतर्राज्जीय पारेषण परियोजनाओं के लिए निर्माण, स्वामित्व, प्रधालन और न्यान वारण वार्याचा । अवारण स्थाना राजात्व, अवारण स्थानांतरण (बूट) आधार पर पारेषण सेवा प्रदाता के चयन हेतु

स्थानातरण (बूट) आधार पर प्यारवण सवा प्रदाता क वयन हतु पीएकसी कंसल्टिंग तिमिटेड, पावर फाइनेंस कॉर्पोरशन लिमिटेड (भारत सरकार का एक उपक्रम) की पूर्ण स्थामित्वाधीन सहायक कंपनी 'प्रस्ताव हेतु अनुरोध' (आरएफपी) की एकल चरण की दो लिफाफा प्रक्रिया का पालन करते हुए निर्माण, स्थामित्व, प्रचालन और स्थानातरण (बूट) आधार पर पारेवण परियोजनाओं की स्थापना हेतु प्रस्ताव अमित्रत करती है।

रथानातरण (मूट) आधार पर पारवण पारवाणानाजा का रथापण रुतु अस्ताव आणात्रत करता है। इन्कुक बोजीत्तता वेतसाइट https://www.mstcecommerce.com और https://www.pfcclindia.com पर उपलब्ध आरएकपी अधिसूचना और आरएकपी दस्तावेज देख सकते हैं। अधिसूचना और आरएफपी दस्तावेज देख सकते हैं।
निविदादांता अप्रतिदेय शुल्क रु. 5,00,000 / — या यूएसडी (यूएस डॉलर) 7,000 + लागू जीएसटी 18 प्रतिशत का भुगतान करकें आरएफपी दस्तावेज 01.06.2024 से निम्नलिखित परियोजनाओं के लिए निविदा जमा तिथि से एक कार्य दिवस पूर्व तक सभी आरएफपी दस्तावेज 01.06.2024 से निम्नलिखित परियोजनाओं के लिए निविदा जमा तिथि से एक कार्य दिवस में आर्थ के कार्य दिवसों में 10:30 वर्ज (आईएसटी) से 16:00 वर्ज (आईएसटी) के बीच 9वी मंजिल, विग – ए. स्टेट्समैन हाउस कर्मोंट जेस मुंद्र के सकते हैं। कार्य दिवसों में 10:30 वर्ज (आईएसटी) से 16:00 वर्ज अर्थ (आईएसटी) के बीच 9वी मंजिल, विग – ए. स्टेट्समैन हाउस कर्म करते हैं। व्यवनलेंड किए जा दिवसी निप्तिक कार्य करने कार्य करने कार्य करने कार्य करने के स्वावनलेंड किए जा विश्वन कार्य कार्य करने कार्य करने कार्य क

दिल्ली—110001, फोतः 91—11—23443996: फेक्सः 91—11—23443990: ई—मेलः pfccl.itp@pfcindia.com से प्राप्त कर सकते हैं। आएएफपी दस्तायंज https://www.mstcecommerce.com और https://www.pfcclindia.com से भी जाउनलोड किए जा आरएफपी दस्तायंज https://www.mstcecommerce.com और https://www.pfcclindia.com से भी जाउनलोड किए जा सकते हैं, यहायि, ऐसे मामले में, इच्छुक पार्टियां अरएफपी के उत्तर जमा कर सकते हैं। सर्वेक्षण रिपोर्ट एवं आरएफपी दस्तायंजों पर स्थान हैं। सर्वेक्षण रिपोर्ट एवं आरएफपी दस्तायंजों पर स्थान हैं। सर्वेक्षण रिपोर्ट एवं आरएफपी वस्तायंज कर सकते हैं। सर्वेक्षण रिपोर्ट एवं आरएफपी दस्तायंज कर सकते हैं। तिवेदायाता किसी भी स्थान्दीकरण केयल उन निवेदायाताओं को जारी किया जाएगा, जो निवेदा जमा तिथि से न्यूनतम एक कार्यदिवस पूर्व तक किसी भी स्थान्दीकरण केयल उन निवेदायाताओं को जारी किया जाएगा, जो निवेदा जमा तिथ से नुके हैं। तिवेदायाता किसी भी स्थानित मुख्त का भुगतान करके आरएफपी दस्तायंज खरीद /प्राप्त कर चुके हैं। तिवेदायाता किसी भी स्थान्दीकरण /संशोधन /समय विस्तार आदि, यदि कोई हो, के बारे में नवीनतम जानकारी हेतु वेवसाइट नियमिन रूप से देखते रहें। इस संबंध में महत्तपूर्ण समय विस्तार आदि, यदि कोई हो, के बारे में नवीनतम जानकारी हेतु वेवसाइट नियमिन रूप से देखते रहें। इस संबंध में महत्तपूर्ण समय सारणी निम्नानुसार हैं।

कार्य दिवस में अपावता पुर स्पाटीकरण / संशोधन / संगय विस्तार आदि, र इस संबंध में महत्तापूर्ण समय-सारणी निम्नानुस इस संबंध में महत्तापूर्ण समय-सारणी निम्नानुस	प्रदे कार्ड हा, या रहें		आरएकपी के उत्तर खोलने की तिथि
इस संबंध में महत्यपूर का क्रि. पारेषण परियोजना का नाम	करने की अंतिम तिथि	करने की आवग ताला,	(दिन/माह/वर्ष) 20204 को 15:30 बजे
तन्त्रदिक में बीजापुर आरईजेंड के तन्त्रदिक में बीजापुर आरईजेंड के तन्त्रदिक में बीजापुर आरईजेंड के		AF 08 2024 (0) 15.00	कालाज्यला (पि
कर्नाटक में बीजापुर आरईजेंड के एकीकरण हेतु गारेषण योजना कार्या कंसल्टिंग लिमिटेड बिना क	ोई कारण बताए और बिना '	किसी दायित्व के प्रक्रिया का १	पृह्त साम्रेटारे

नोट : पीएफसी कंसस्टिंग लिमिटेड बिना कोई कारण बताए और बिना किसी दायित्व ार - १९२० वर्गा है। यह कोई प्रस्ताव नहीं है। अधिकार रखता है। यह कोई प्रस्ताव नहीं है।

बीसी प्रक्रिया समन्वयक DE CONSULTING LTD.

(वाणकरी लिक्टिंड की पूर्व स्थानित्वाचीन सहायक कम्पी) (महारा सरकार का उपकर्म)

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गाजा की 301

यरुशलम, एजेंसी। इजरायल-हमास संघर्ष के बीच सेना राफा के मध्य में कार्रवाईकर रही है। शुक्रवार को उसने इसकी पृष्टि करते हुए कहा कि दक्षिण में बढ़ते हमलों के बीच उसके सैनिक राफा के केंद्र में काम कर रहे हैं।

सेना ने बीते छह मई को राफा में जमीनी हमला शुरू किया था। यहां से करीब दस लाख फलस्तीनी शरणार्थी पलायन कर चुके हैं। सेना ने कहा कि इजरायली हमले राफा के पूर्वी जिलों

हजार से ज्यादा फलस्तीनी मारे गए अब तक हजार लोग घायल हुए इजरायली सेना के हमलो में

और मिस्र की सीमा के करीबी क्षेत्रों पर केंद्रित थे। सेना पश्चिमी जिले तेल अल-सुल्तान में घुसी, जहां हमास और सेना के बीच भारी मुठभेड़ हुई।

शुक्रवार को अपने वयान में, सेना ने कहा कि मध्य राफा में उसके सैनिकों न हमास के रॉकेट लांचर और सुरंगों का पता लगाया है और समृह के हथियार भंडारण शहर को नष्ट कर

गाजा में शुक्रवार को हुए दो हवाई हमलों में कम से कम एक दर्जन लोग मारे गए। मृतकों में दो बच्चे और चार महिलाएं शामिल हैं। हमले नुसेरात और बुरेज में हुए, संयुक्त राष्ट्र का कहना है कि वे अब अस्थायी तम्बू शिविरों और अन्य युद्ध-ग्रस्त क्षेत्रों में शरण ले रहे हैं, जहां उनके पास जीवित रहने के लिए आश्रय, भोजन, पानी और अन्य आवश्यक चीजों की कमी है।

अमेरिका-ब्रिटेन द्वारा हृती विद्रोहियों को निशाना बनाकर यमन में किए गए हमले में 16 लोगों की मौत हो गई और 35 अन्य घायल हो गए।

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पुर सिकंदराबाद सप्रेस विशेष रेलगाड़ी सेकंदराबाद-मूजफ्फरपुर ज

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(प्रीएफर्सी: लिमिटेंड की पूर्ण स्वामित्वाधीन सहायक कंपनी). त कार्वालय प्रथम तत. ऊर्जानिधिः, i, वाराख्यवा तेन. कर्नाट प्लेस ती—110001. फैंवस: 011—22443990 वेबसाइट www.pfcclindia.co

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पीएफसी कंसिन्टिंग लिगिटेड, पावर फाइनेंस कॉपॉरेशन लिमिटेड (भारत सरकार का एक उपक्रम) की पूर्ण स्वामित्वाधीन सहायक भारभुता कताल्या स्वाग्यरूक, नावर कहात्र वाकारका स्वाग्यक एकरा रायकर यह रूप व्यवस्था का पूर्व उत्तामानाचा राजवक कंपनी "प्रस्ताव हेतु अनुरोध" (आरएकपी) की एकत घरण की दो लिकाका प्रक्रिया का पालन करते हुए निर्माण, स्वामित, प्रशालन और भूजम् न्यापन ब्यु अपुराजः रूपा १ त्राप्त प्रति प्रशासना विश्व प्राप्त । वर्षा प्रस्ताव आमित्रत करती है। स्थानातरण (यूट) आधार पर मारेषण परियोजनाओं की स्थापना हेतु प्रस्ताव आमित्रत करती है।

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आयपूषणा आर आरएकण वस्तावण वक्ष राजवार । निविदादाता अप्रतिदेश शुरूक रु. 5,00,000 / - या यूएसडी (यूएस डॉलर) 7,000 + लागू जीएसटी 18 प्रतिशन का मुगतान करके आरएकपी तस्तावेल 01,06,2024 से निम्नलिखित परियोजनाओं के लिए निविदा जमा विधि से एक कार्यदिवस पूर्व तक सभी कार्य दिवसों में 10:30 वर्ज (आर्यसदी) से 15:00 वर्ज (आर्डएसटी) के बीच 9वी मंजिल, विग – ए. स्टेट्समैन छन्स, करॉट प्लेस, नई कार्य दिवसों में 10:30 वर्ज (आर्यसदी) से 15:00 वर्ज (आर्डएसटी) के बीच 9वी मंजिल, विग – ए. स्टेट्समैन छन्स, करॉट प्लेस, नई काब (दुवना ज 10.50 वजा स्वाइटराज) च 15000 वजा स्वाइटराज) च जाव क्या गावारा वजा है र स्वाइट खारा, बजार सकते हैं [विल्ली-110001, फीन: 91-11-23443990, फिल्म: 01-11-23443990; ई-मेल: pfcel.itp@ptcindia.com से प्राप्त कर सकते हैं [विदली—110001, फोन 91—11—23443996, फेक्स 91—11—23443990; ई—मेल: pfccl.itp@ptcindia.com सं प्रांत कर सकत हैं। आरएफप्री व समार्थक https://www.misteecommercs.com और https://www.pfcclindia.com सं भी आरानलाड किए जा आरएफप्री व समार्थक हैं। सार्वेद्ध गुल्क रु. 5,00,000 /— या सकते हैं, यहारि, ऐसे आगन्त में, इन्हेंक पार्टिया आरएफप्री के उत्तर जमा करते समय अलग से अगतिदेय गुल्क रु. 5,00,000 /— या सुरस्त (यूएस) ऑक्ट ए 7,000 + लागू जीएसटी 18 प्रतिभात जमा कर सकते हैं। सर्वेद्धण ए विद्यान पार्टिक प्रतिभाव प्रतिभाव का जारी किया जाएगा, जो निविद्या नमा प्रिष्ठ से न्यूनतम एक कार्यिवक पूर्व तक किसी भी सम्बद्धिक के के से किया अपने करके आरएकपी, दस्तावेज खरीय / प्राप्त कर सुक्रे हैं। निविद्यानात किसी भी कार्य दियम में अपेक्षित शुर्वेद्ध विद्यान करके आरएकपी, दस्तावेज खरीय / प्राप्त कर सुक्रे हैं। निविद्यानात किसी भी स्वर्धकरण,/गंशोधन / समय निरसार आदि, यदि कोई हो, के गार्ट में नवीमतम जानकारी हेसु वेबसाइट नियमित रूप से देखते रहें। स्पर्धकरण,/गंशोधन / समय नार्थी निम्मानुसार हैं।

इस र क्र. सं.	विश्व में महत्त्वपूर्ण समय-स्वरणा निम्नानुर ् पारेसण परियोजना का शाम	स्पष्टीकरण प्राप्त करने की अंतिम तिथि (दिन/माह/वर्ष)	[[G+12]*1152.94]	खालन का ताथ (दिन/माह/वर्ष)
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नोर : जीवकत्री कर्माः व रिवितः विना कोई कारण अनाए जोन विना कियी निवित्त के प्रक्रिया की रहे करने या संशोधित करने क अविकास प्रवास है। यह किंद्र वे देस नहीं है।

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्दिल्ली जल बोर्ड (रा.स.क्षे. दिल्ली सरकार कार्यालय अधीकण अधियत्ता (एम)-7 याफेत अधिशासी अधियत्ता (निवंदा) एम-7 एन-क्लॉब्ट स्थान च्या रिवंदा) एम-7

नि.आ.म्. सं. 02/डेई(टी)एम-7(2024-25) अल्य प्रेस निविदा सूचना

ई-प्रापण हल के जरि निविद्या प्रापण हल के निर्ममन की विधिता निविदा िवल की पापा की शस्त्र लागन अंतिम तिथि/समय तिथि /आईडी मं. (হ.) 07,06,2024 30.05.2024/ 2024_DJB_257079_1 इंदे(एम)-11 के अधीन जांगशीर जार विध्यानसभा में आडटर रिंग ग्रेंड वे मध्यारमाह देन निकंद ए-प्यार्थ मीरा बाम पेटील थमा के क्रान्तिय में तीन विध्यारमध्यानी 500/-49,32,797/~ अप, 3.00 बार्ज सक मारा बान पटाल वर्ष र अला. की संवित्र केरिय 1800 छ मा. द्वारा बांतगस्त हंक

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त्यया था। गर्मी _{वटनाएं} अचारक ल मणिकणिका घीट . करकार के लिए पहचे ्व_{णिन} तक कतार लंग गई हरण्यंद्र घाट के किनारे शव । १कमपड़ गएथे। वहीं नजारा को दिखा। शवदाह के लिए भे दस घंटे इंतजार करना पड़ा।

के साथ बांदा सबसे गर्म रहा।

मौसम विभाग ने पहली जून को गर्मी का ऑरेंज अलर्ट जारी किया है। शनिवार को पर्वी उत्तर प्रदेश में अलग-अलग स्थानों पर लू चलने के आसार हैं। आंचलिक मौसम विज्ञान केन्द्र के वैज्ञानिक अतुल कुमार सिंह ने बताया कि शनिवार को मतदान वाले जिलों मोनभर वाराणसी चंदौली, बलिया और गाजीपुर आदि में दिन का तापमान 44 से 45 डिग्री सेल्सियस के आसपास रहेगा। इस दरम्यान लू का प्रकोप भी रहेगा। बीते 24 घंटों में लू से बुन्देलखंड में 59, पूर्वांचल में 82, प्रयागराज 29, प्रतापगढ़ में 09,

जनसंपर्क अधिकारी (जल) द्वारा जारी विज्ञापन में असी वि. 224/2023-24

के चार, नालंदा और कैम्र में छह-छह तो रोहतास व गया में पांच-पांच लोगों की जान चली गई। हालांकि, आपदा प्रबंधन विभाग ने शक्रवार को लू से 14 लोगों के मरने की पृष्टि की है। इनमें 10 मतदानकर्मी भी शामिल हैं। लू से जान गंवाने वाले

कौशाम्बी में 18, कानपुर समेत मध्य यूपी में 14 और लखनऊ में चार लोगों. की मौत की खबर है। इसके अलावा कुशीनगर में आंधी-बारिश से दो बुजुर्गी की जान चली गई और दो बच्चे गंभीर रूप से घायल हो गए। शाहजहांपुर में

मौत औरगाबाद जिले में हुई है। पटना लू से हो गई थी। बताया जाता है कि कैमूर में लू और गर्मी से 24 घटों में छह लोगों की मौत हो गई। वहीं झारखंड में पलाम् और चतरा में आठ-आठ. कोल्होन के जिलों में तीन, गढ़वा में पांच और हजारीबाग, रामगढ और धनबाद में एक-एक व्यक्ति की मौत हो गयी।

> आंधी बारिश से चार व खीरी में दो की मौत की खबर है। मौसम विभाग ने दो व तीन जून के लिए यलो अलर्ट जारी किया है। इस दरम्यान उत्तर प्रदेश में गरज चमक के साथ बारिश होने या बौछारें पड़ने के आसार हैं।

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। क्रूज, एजेंसी। अमेरिका में स ने शुक्रवार को कैलिफोर्निया वविद्यालय, सैंटा कृज के मख्य को नित करने वाले कुछ स्ती ,र्यक प्रदर्शनकारियों को या। साथ ही पुलिस नै राधक भी हटा दिए।

अश्वविद्यालय के प्रवक्ता स्कॉट डेज-जेसन ने शुक्रवार को एक न में कहा कि कई सप्ताह से डेरा । प्रदर्शनकारियों को अवरोधक ने और चले जाने के लिए बार्र-स्पष्ट निर्देश दिए गए।

চराने का शुल्क बढ़ेगा



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सारक पर निर्धारित गति से रप्रवार में वाहन 1 अब सीधें जेंब पर जन्मर डालेगा । प्रकडे जाने यातायात पुलिस दो हजार ाये तक का चालान करेगी। इसे ले करीब एक इजार रुपये तक जुर्माना किया जाता था। त्रायात के एक जन से बदल गरे उम्में के प्रति यातायात प्रलिस ज चालकों को जागरू**क** कर

ल की प्रक्रिया में संबंधित श्लक ाग लाइसँस या लनियं लाइसैस् 0 रुवर्ध भूगतान करने होंगे । a maist cass yes when

कार्यालय अधीक्षण अभियन्ता (एम)-त अधिशासी अभियन्ता (निविदा) एम नि.आ.स्. सं. 02/ईई(टी)एम-7(2024-25) अल्प प्रेस निविदा सूचना ईएमडी निविदा शुल्क तिथि /आईडी सं अंतिम तिथि/समय (8.) 07.06.2024 ईई। एम)-11 के अधीत त्रीगलोई बाट विधायसभा में आउरर रिंग रोड य नजफार दें देन निकट ए-प्यॉक मीरा चाम् पेट्रोल एम के क्रॉडिंग में सीन विधानसभाओं 98,700/ 49,32,797/-2024_DJB_257079_1 को क्रोलेक कैक्टिंग 1900 थि.मी. आया श्रतिग्रस्त देश प्रीवर का पुनःस्थापन।

पीएफसी कंसिल्टिंग लिमिटेड

''कोरोना रोके: सारक पहनें, दो गज की पूर्ग का पालन करें, क्षाबों की स्वच्छता बनाए रखें''

(पीएफसी लिमिटेड की पूर्ण स्वामित्वाधीन सहायक कंपनी) त कार्यालयः प्रथम तत्, कंजीनिष्टिः, 1. बाराखंबा लेन, कर्नाट प्लेस, ती–110011, फैंवसः 011–23443990 वेबसाइट www.picclindia.co

वेशिवक आमंत्रण (केवल ई-निविदा के माध्यम से)

अतर्राज्जीय पारेषण परियोजनाओं के लिए निर्माण, स्वामित्व, प्रचालन और स्थानारारण (बूट) आधार पर पारेषण रोवा प्रदाता के चयन हेतु

पीएफसी कंसल्टिंग लिमिटेड, पावर फाइनेंस कॉर्पोरेशन लिमिटेड (नारत सरकार का एक उपक्रम) की पूर्ण स्वामित्वाधीन सहायक नार करा के पारंपा (अंतर कार्या) की एकल चरण की दो लिकाफा प्रक्रिया का पोलन करते हुए निर्माण, स्वामित्व, प्रचालन और स्थानां ग्रस्ताव हेतु अनुरोध" (आरएफपी) की एकल चरण की दो लिकाफा प्रक्रिया का पोलन करते हुए निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (बृट) आधार पर पारेषण परियोजनाओं की स्थापना हेतु प्रस्ताव आमंत्रित करती है।

इध्धुक बोलीदाता वेबसाइट <u>https://www.mstcecom</u>merce.com और https://www.pfcclindia.com पर उपलब्ध आरएफपी अधिसूचना और आरएफपी दस्तावेज देख सकते हैं।

निविदादाता अप्रतिदेय शुक्क रु. 5,00,000 / — या यूएसडी (यूएस डॉलर) 7,000 + लागू जीएसटी 18 प्रतिशत का भुगतान करके आरएफपी दस्तावेज 01.06.2024 से निम्नितिखित परिगोजनाओं के लिए निविदा जमा तिथि से एक कार्यदिवस पूर्व तक सभी कार्य दिवसों में 10:30 बजे (आईएसटी) से 16:00 बजे (आईएसटी) के बीच 9वीं मंजिल, विंग — ए. स्टेट्समैन हाउस, कनॉट प्लेस, नई दिल्ली—110001, फोन: 91-11-23443996, फेक्स: 91-11-23443990; ई-मेल: <u>pfcel.itp@pfcindia.com</u> से प्राप्त कर सकते हैं 1 आरंपफपी दस्तावेज https://www.mstcecommerce.com और https://www.pfcclindia.com से, भी डाउनलोड किए जा अकते हैं, यहापि, ऐसे मानते में, इच्छुक पार्टियां आरएफपी के उत्तर जमा करते तगर अलग से अप्रतिदेव शुल्क रु. 5.00,000/— य भूएसडी (यूप्स डॉलर) 7,000 + लागू जीएसटी 18 प्रतिशत जमा कर सकते हैं। सर्वेहाण रिपोर्ट एवं आरएफपी दस्तावेजों पर समझीकरण केवल उन निविदादाताओं को जारी किया जाएगा, जो निविदा जमा तिथि से न्यूनतम एक कार्यदिवस पूर्व तक किसी भी कार्य दिवस में अपेक्षित शुक्क का भुगतान करके आरएफपी दस्तावेज अरीद/प्राप्त कर युके हैं। निविदादाता किसी भी रायरीकरण/संशोधन/समय विस्तार आदि, यदि कोई ही, के बारे में नवीनतम जानकारी हेतु वेबसाइट नियमित रूप से देखते रहें।

ζΦ. ₹1.	पारेषण परियोजना का नाम	स्पष्टीकरण प्राप्त करने की अंतिम विश्वि (दिन/माह/वर्ष)	आरएफपी का उत्तर जमा करने की अंतिम तिथि (दिन/माह/वर्ष)	आरएफपी के उत्तर खोलने की तिथि (दिन/माह/वर्ष)
1.	कर्नाटक में बीजापुर आरईजेड के एकीकरण हेतु पारेषण योजना	21,06,2024	05.08.2024 को 15:00 बजे (आईएसटी) तक	05.08.2024 को 15:30 बजे (आईएसटी) तक

नोट : पीएफसी कंसिटिंग लिपिटेड बिना कोई कारण बताए और बिना निसी वाशित्व के प्रक्रिया को रह करने या संशोधित करने का अधिकार रखता है। यह कोई प्रस्ताव नहीं है।

ोती प्रक्रिया समन्वत्रक

CONSULTING LTD.

(पीरणकर्ती (अपिहेट की वृत्ते स्वामित्वाचीन सहराक कंपनी) निकार सरकार का राजस्व

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विद्युत मुत्रालय भारत् संश्लेक

प्रदल आर्थेटार Ly

केन्द्रीय विद्युत पादिकरण

एक्टना. मोहरोप्, बोनोला संह, गोरखोप्ट (उ.प्र.)-273007 से मुद्रित एवं हिन्दुस्तान मीडिया वेन्त्रमं लिमिटेड, प्लॉट नं.-90 व 91 गाँव-वरगदवा,

) 274007 N HARRAT कामाना २०१६ भारताम ७३ १७३७३०६७ निर्मातिक रिया - ८०० निर्मातिक रिया रिया

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年表图印第二一下一

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Digitally Signed By PRAMOD VITTHAL KHISMATRAO

06-06-2024 15:39

/इंई(टी)एम-7(2024-25) अल्प प्रेस निविदा सूचना विवित्र गांगा इल के निर्गमन की तिथि /आईडी सं शृत्य लागर 30.05 2024/ 49.32,797/-2024 DJB 257079_1 द्वेन विकट ए-जनाँक on कि भी उपना आंत्रग्रस्त टेक

अंतिम विधि/समय 07.06.2024 अप. ३ ०० व्यक्ते तक

ई-प्रापण हल के जांग

विकास की पारित की

ह0/- (हरीश चंदर) अधिशासी अभियन्त (८)

्रार्यालय नगर पालिका परिषद पिलखुवा जनपद हापु**ड**|

''कोरोना शेके: मास्क पहनें, दो गज की दूरी का पालन करें, हाथों की स्वस्थता बनाए रखें''

of the state of th

R. Carlotte

ई-निविदा आमन्त्रण सुवना

नगर पालिका परिषद पिलखुदा द्वारा शासन से राज्य वित्त आयोग/पालिका निधि की उपलब्ध धनराशि से विकास कार्य हेतु ई–निविदा आमंत्रण सूचना संख्या 198/निर्माण अनु0/2024-25 दिनांक 31/05/24 में वर्णित कार्यों हेतु ई-निविदाये समस्त शासकीय कार्यवायी संस्थाओं में पंजीकृत ए. बी. सी एवं डी श्रेणी में कार्य की लागत के सीमा के अनुरूप पंजीकृत व अनुभवी निविदादाताओं से ई-टेण्डरिंग के माध्यम से प्रतिशत दर के आधार पर ई-निविदा आंमत्रित की जाती है। निविदादाता किसी एक कार्य अथवा सभी कार्यों के लिये निविदा दे सकते हैं। ई-निविदा संबंधित समस्त विवरण व शर्तों के साथ शासन की वेबसाइट www.etender.up.nic.in पर उपलब्ध है। प्राप्त ई-निविदाओं को उनके सम्मुख दर्शायी गयी तिथियों पर खोला जायेगा।

टेण्डर रोडयूल (www-etender.up.nic.in)

क0 सं0	कार्यालय का नाम		प्रारम्भ दिनांक एवं समय	अन्तिम दिनांक एवं समय
	नगर पालिका परिषद पिलखुवा।	Tender Release	05.06.2024 16.00PM	17.06.2024 16.00PM
		Tender Submission	05.06.2024 16.00PM	17.06.2024 16.00PM
		Bid Opening	18.06.2024 15.00PM	

नोट:- निविदा आमनणकर्ता का आईटीबी के क्लॉज 9 के अनुसार परिशिष्ट/शुद्धि पत्र जारी करने का अधिकार है, जो किसी भी समाचार पत्र में प्रकाशित नहीं किया जायेगा। समस्त निविदावाताओं को यह भी सूचित किया जाता है, कि निविदा की दरे खालने से पूर्व समाचार पत्र में प्रकाशित नहीं किया जायेगा। समस्त निविदावाताओं को यह भी सूचित किया जाता है, कि निविदा की दरे खालने से पूर्व समस्त नियम/शर्तों का गली-भाँति अवलोकन/अध्ययन कर ले किसी भी जुटि के लिये नगर पालिका परिषद पिलखुवा जिम्मेदार नहीं होगी। अधिक जानकारी के लिये कृपया वेबसाइट http://etender.up.nic.in पर लॉग इन करें तथा बिड डाक्यूमेंट को डाउनलोड

अधिशासी अधिकारी नगर प्रातिका परिषद पिलखुवा

अध्यक्ष नगर पालिका परिषद पिलखुवा

पीएफसी कंसिंट्गि लिमिटेड

(मेएफसी लिमिटेड की पूर्ण स्त्रामित्वाधीन सहायक कंपनी) पंजीकृत कार्यालयः प्रथम तल, कर्जानिष्टिः, 1. बाराखंबा लेन. कर्नाट प्लेस. गई दिल्ली–110001. फैत्सः 011–2343990 वेबसाइटः www.pfcclindia.co

वेशिवक आमंत्रण (केवल ई-निविदा के माध्यम से)

अंतर्राज्जीय गारेषण परियोजनाओं के लिए निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (बूट) आधार पर पारेषण सेवा प्रदाता के चयन हेतु

पीएफसी कंसल्टिंग लिमिटेड, पावर फाइनेंस कॉर्पोरेशन लिमिटेड (भारत सरकार का एक उपक्रम) की पूर्ण स्वामित्वाधीन सहायक कंपनी "प्रश्ताव हेतु अनुरोध" (आरएफपी) की एकल चरण की दो लिफाफा प्रक्रिया का पालन करते हुए निर्माण, स्वामित्व, प्रचालन और स्थानातरण (बूट) आधार पर पारेषण परियोजनाओं की स्थापना हेतु प्रस्ताव आमंत्रित करती है।

इच्छुक बोलीदाता वेबसाइट <u>https://www.mstcecommerce.com</u> और <u>https://www.pfcclindia.com</u> पर उपलब्ध आरएफपी अधिसूचना और आरएफपी दस्तावेज देख सकते हैं।

निविदादाता अप्रतिदेय शुल्क रु. 5,00,000 /— या यूएसडी (यूएस डॉलर) 7,000 + लागू जीएसटी 18 प्रतिशत का भुगतान करके आरएकपी दस्तावेज 01.06.2024 से निम्नलिखित परियोजनाओं के लिए निविदा जमा तिथि से एक कार्यदिवस पूर्व तक समी कार्य दिवसों में 10:30 बजें (आईएसटी) से 16:00 बजें (आईएसटी) के वीच 9वीं मंजिल, विग – ए, स्टेट्समैन हाउस, कर्नोट प्लेस, नई विल्ली—110001, फोन: 91—11—23443996; फैक्स: 91—11—23443990; ई—मेल: pfccl.itp@pfcindia.com से प्रास्त कर सकते हैं। आरएफपी दस्तावेंण https://www.mstcecommerce.com और https://www.pfcclindia.com से भी डाउनलोड किए जा सकते हैं यहापि, ऐसे मामले में, इच्छुक पार्टियां आरएफपी के उत्तर जमा करते समय अलग से अप्रतिदेय शुल्क रु. 5,00,000 / जा स्कते हैं। यहापि, ऐसे मामले में, इच्छुक पार्टियां आरएफपी के उत्तर जमा कर सकते हैं। सर्वेक्षण रिपोर्ट एवं आरएफपी वस्तावेंजों पर प्रपूर्ति (यूएस डॉलर) 7,000 + लागू जीएसटी 18 प्रतिशत जमा कर सकते हैं। सर्वेक्षण रिपोर्ट एवं आरएफपी वस्तावेंजों पर प्रपूर्विकरण केंग्रल उन निविदायाताओं को जारी किया जाएगा, जो निविदा जमा तिथि से न्यूनतम एक कार्यदिवस पूर्व तक किसी भी रभण्डाकरण कपल छत् ।नावपायताका का शारा कावा शार्या, जा ।नावपा जा ।ताव च चूराधन राव अववायका चूर वाव विस्ता ने कार्य दिवस में अपेक्षित शुरूक का मुगतान करके आरएकमी दस्तावेज खरीद/प्राप्त कर चुके हैं। निवेदादाता किसी मी सम्बद्धीकरण/संशोधन/समय विस्तार आदि, यदि कार्द हो, के बारे में नवीनतम जानकारी हेतु देवसाइट नियमित रूप से देखते रहें।

क्र. सं.	प्रारेषण परियोजना का नाम -	स्वष्टीकरण प्राप्त करने की अंतिम तिथि (दिन/माह/वर्ष)	आरएफपी का उत्तर जमा करने की अंतिम तिथि (दिन/माह/वर्ष)	आरएफपी के उत्तर खोलने की तिथि (दिन/माह/वर्ष)
1,	कर्नाटक में बीजापुर आरईजेड के एकीकरण हेस् पारेषण योजना	21.06.2024	05.08.2024 को 15:00 बजे (आईएसटी) तक	05.08.2024 को 15.30 वर्ज (आईएसटी) तक

नोट ःगीएफसी कंमस्टिय विभिन्ने दिया कोई कारण गयाए और बिना किसी दायित्व के प्रक्रिया को रह करने या संशोधित करने का अधिकार एसवा है। यह कोई प्रसान नहीं है।

वाली प्रक्रिया सम्भवतः

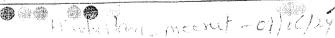
TE CONSULTING LTD.

पटन साधेदार n y

(विकास) विभिन्न की पूर्व स्मान्तवादीन स्वतंत्रक रूपनी) (वास्त वाकार का उपहार)

विद्युत मंत्रालय भारत शरकार

केन्द्रीय विश्वत पाधिकरण





उपक ये

🔳 मदन जैडा

नर्ड दिल्ली। ग्लोबल वार्मिंग के कारण देश में हीटवेव (ल) का खतरा 45 पुना बढ़ गया है। यह तीन तरह से भयावह हुई है। एक, लू की आवृत्ति बढ़ रही है। दूसरा, यह पहले की तुलना में ज्यादा गर्म हुई है, जिससे तीव्रता बढ़ी है। तीसरे, इसकी अवधि और दावरा दोनों विस्तारित हो रहा है।



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Order No.43829!

आयुर्विज्ञान में राष्ट्रीय परी आयोजन 21 जुलाई 2024 को किया पात्रता मानदंड, शल्क संरो जानकारी के लिए कृपया ए सुचना बुलेटिन देखें।

सूचना बुलेटिन की उपल **आवेदन फॉर्म** को ऑनल जमा करना परीक्षा की तिथि परीणाम की घोषणा

उम्मीदवार सहायता केंद्र : +91

केनरा बैंक 📣 Car 🖫 सिंडिकेट Syndica

घारा 13 (2) वित्ती

केनरा बैंक, एसएमई चौक, सहारनपर द्वारा नीवे फलस्वरूप भारतीय रिजर्व बैंक के दिशानितें में लिशियों को माँग नोटिस जारी किया गया एवं रांव उश्चरकर्ता/गारंटर को सुवित किया जाता है कि उ आधिनयम् के अन्तर्गत उपरोक्त वर्णित सन्धति की उपवंशों की ओर आकृष्ट किया जाता है।"

ऋणी / गारन्टर के न

सं. 1. शाखाः एसएमई चीकः, सहारनपुर मैसर्स नेशनल एन्टरप्राइजेग (ऋगी)

कुमार सिंह, पुष्पांजलि विहार, जनता उत्तर प्रदेश- 247001, 2. श्री सृ (प्रोपसङ्दर) पुत्र कनक सिंह, ए-12 लेंग . देहरादुने रीड, सहारनपुर जत्तर प्रदेश ः कनक सिंह **(गारन्टर)** पुत्र दीये सिंह, ह क्षांलीनी, देक्षगदुन रोट, सक्षरतपुर उत्तर

सम्पत्ति नं0 3. दुकान का विस्तार स्थल सहारमपुर दर आवादी जस्मण पुराः कोली खोट, उत्तर- रास्ता 7.62 मीटर भीड़ा.

आपका सलाह दी जाती है कि (1) आपके ह और (2) सरफेसी अधिनियम के अन्तर्गत आ

दिनांकः 31.05.2024

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भीतवी क विलाफ क्या है। एक भायवत (अपराध) र न तिखा था. जिसके र हो। वही, एक w को पत्र लिखकर 19 मई त अभितेश कुभार का

r कर ली है, ऐसे में उन्हें और स हिरासत में रखने की अब रत नहीं है।

णे के कल्याणी नगर में 19 मई को कार के 17 वर्षीय चालक ने वाइक र दो सॉफ्टवेयर इंजीनियर को त रूप से टक्कर मार दी थी जिससे की मौत हो गई थी। पुलिस ने दावा ोपी नशे की हालत में 2011 चाल

दमपुर-चवकर रोड, बिजनीर-२४६१वा दिनांक 31.05.2024

लेए आम सुचना

नेयरिंग एण्ड इण्डस्टीज लिं०. उत्तर प्रदेश द्वारा वर्तमान गन्ना सह ऊर्जा उत्पादन क्षमता 10 प्रदूषण नियंत्रण बोर्ड के समक्ष ावाय परिवर्तन मंत्रालय भारत i-14 .09 .2006 यथा संशोधित विरणीय अनामति जासी करने अन्तर्गत लोक सुनवाई से पूर्व नोटिस दिया जाना प्राविधानित ारा जारी उक्त अधिसूचना एस0ओ0-3067 (ई) विनांक ारताव से सम्बन्धित

, अमरोहा ।

नय, पंचम तला, केन्द्रीय भवन,

ामती नगर, लखन**ः**। नगर, निकट रोण्टमेरी स्कल.

। जोटिस हो भाष्यम से सुवित की अध्यक्षक ने प्रस्तावित ना एण्ड डण्डस्टीज लि0. (१९४०) पर दिनाक ०५ जुलाई ा गयी है। जिसमें तत्समय लाग् अध्य समारंथन होकर कोई भी कर सकत है अधना भेत्रीय र्त मुख्यालय अल्बन पर्याण स्दर्भ मुकाल कारण प्रकासनी

क्ष संघ अधिकारी।

डोएनबी-पोडासोइटी - 2024

CEGI

आयुर्विज्ञान में राष्ट्रीय परीक्षा बोर्ड द्वारा डीएनबी-पीडीसीईटी 2024 परीक्षा का

21 जुलाई 2024 को किया जाएगा।

पात्रता मानदंड, शुक्क संरचना, परीक्षा की योजना और अन्य विवरणों से संबंधित जानकारी के लिए कृपया एनबीईएमएस वेबसाइट https://natboard.edu.in पर सचना बलेटिन देखें।

सूचना बुलेटिन की उपलब्धता	28 मई 2024 से
आवेदन फॉर्म को ऑनलाइन	28 मई 2024 (दोपहर 3 बजे) से
जमा करना	17 जून 2024 (रात 11:55 तक)
परीक्षा की तिथि	21 जुलाई 2024
परीणाम की घोषणा	'21 अगस्त 2024 तक

उम्मीद्वार सहायता केंद्र : +91-7996165333

मारागढ़ी चाक, विल्ला-110041 नि.आ.स्. सं. 02/ईई(टी)एम-7(2024-25) अल्प प्रेस निविदा सूचना					
्रकार्य का भाग	निविदा सामन (छ.)	ईएमडी	निविदा शुल्क	निविद्या प्रापण हल के निर्मापन की तिथि /आईडी सं.	ई-प्रापण हल के जरिए निविदा की प्राप्ति की अंतिम तिथि/मध्य
इंडे(एम)-11 के अधीन नोमलोडे नाट विधानवाका में आहरर रिन ऐक व नजफाड़ हैन निकट ए-व्यक्ति मीरा बाह पेट्रोल एम्प के क्रॉबिंग में तीन विधानमधाओं की सीवेण कैरिंग 1800 मि.मी. डांका श्रीवास ईंक	49,32,797/-	98.700/-	500/-	30.05:2024/ :2024_DJB_257079_1	07.06.2624 अप्र3.00 बजे तक

जनसंपर्क अधिकारी (जल) हास जार्न

"कोरोना रोकें: मास्क पहनें, दो गण की दूरी का पालन करें, हाथों की स्वच्छता थनाए रखें"

ह0/- (हरीश संदर) गसी अभियन्ता (टी)

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पीएफसी कंसल्टिंग लिमिटेड (पीएफसी लिमिटेड की पूर्ण स्वामित्वाधीन सहायक कंपनी) त कार्यातवः प्रथम ततः कंजीनिधः १. वाराखना तेन, कंनीट प्रस्त ती-110001, फैरसः 011-23443990 देवसाइट www.pfcclindia.com

देश्वक आमंत्रण (केवल ई-निविदा के माध्यम से)

अंतर्राञ्जीय पारेषण परियोजनाओं के लिए निर्माण, स्वामित्व, प्रचालन और ख्यानांतरण (बूट) आधार पर पारेषण रोवा प्रदाता के चयन हेतु

पीएफसी कंसल्टिय लिमिटेड, पावर फाइनेंस कॉर्पोरेशन लिमिटेड (भारत सरकार का एक उपक्रम) की पूर्ण स्वामित्वाधीन सहायक कंपनी 'प्रस्ताव हेतु अनुरोर' (आरएकपी) को एकल चरण की दो लिफाफा प्रक्रिया का पालन करते हुए निर्माण, स्वामित्व, प्रशासन और स्वानांतरण (बृट) आवार पर पारवण परियोजनाओं की स्थापना हेतु प्रस्ताव आमंत्रित करती है।

इंबडुक बोलीराता वेबसाइट <u>https://www.mstcecommerce.com</u> और <u>https://www.pfcclindia.com</u> पर रापलब्ध आरणकपी अधिसूचना और आरएकपी दरतायेज देख सकते हैं।

निविदादाता अप्रतिदेय शुल्क रु. 5,00,000 / - या युएसडी (युएस डॉलर) 7,000 + लागू जीएसटी 18 प्रतिशत का भुगतान करके आरएफपी दस्तावंज 01.06.2024 से निम्नलिखित परियोजनाओं के लिए निविदा जमा तिथि से एक कार्यदिवस पूर्व तक सभी कार्य दितसों में 10:30 बजे (आईएसटी) से 16:00 बजे (आईएसटी) के बीच अर्थ मंजिल, विगं - ए, स्टेट्समैन हाउस, कर्नाट प्लेस, नई दिल्ली-110001, फोन: 91- 11-23443996; फैन्स: 91-11-23443990; ई-मेल pfcel.itp@pfcindia.com से प्राप्त कर सकते हैं। आर्एकमी दस्तावेज https://www.mstcecommerce.com और https://www.pfcclindia.com से भी डाउनलोड किए जा राजते हैं, यद्यपि एस मानले में, इब्दुक माटियां आरएकमी के जतर जमा करते समय अलग से अप्रतिदेय सुरक रु. 5,00,000 / या युएसडी (यूएस डॉलर) 7,000 । लागू जीएसटी 18 प्रतिशत जमा कर सकते हैं। सर्वेक्षण रिपोर्ट एवं आरएफसी दस्तावेजों पर प्यर्थाकरण कनल उन निविदादाताओं को जारी किया जाएगा, जो निविदा जमा तिथि से न्यूनतम एक कार्यदिवस पूर्व तक कियी भी कार्य दिवस में अपेक्षित शुरूर का भुगतान करके आरएकभी दस्तावेज खरीद/प्राप्त कर हुके हैं। निविदादाता किसी भी स्वरूपकरण/संस्कृतिक समाव विस्ताद आदि, यदि कोई हो, के बारे में नवीनवम जानकारी हेतु वेबसाइट नियमित रूप से देखते रहें। डक संबंध में महत्वापेण रामध आरणी निम्नानुसार हैं।

क्षा सं	पारेकण भरियोजना का नाम	रपब्टीकरण प्राप्त करने की अंतिम तिथि (दिन/माह/वर्ष)	आरएफपी का उत्तर जमा करने की अंतिम तिथि (दिन/माह/वर्ष)	आरएफपी के उत्तर खालने की तिथि (दिन/माह/वर्ष)
1.	कर्नाटक में बीजापुर आरईजेड के एकीकरण हेतु पारेषण बीजना	21.06,2024	05.08.2024 को 15:00 बजे (आईएसटी) तक	05.08.2024 की 15:30 वर्जे (आईएसटी) तक

नोट : चीएफसी कसस्टिस सिनिटेंड विना कोई कारण बताए और बिना किसी यायित्व के प्रक्रिया को रह करने या संशोधित करने का अधिकार रसला है। यह उसे प्रेस्ट्राइट की है।

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कंन्द्रीय विद्युत प्राधिकर

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एम् डा. (पाडासन)

हो 6 माह

> त ने तकनीकी शिक्षा 🕯 गुप्ता को सेवा विस्तार

बार को अधिवर्षता उम्र पूरी तेवानिवृत्त हो रहे थे लेकिन 🙀 छह माह का सेवा विस्तार ूर्या है। तकनीकी शिक्षा सचिव व रमन की ओर से शुक्रवार को के आदेश जारी किए हैं। गुप्ता को स्तार दिए जाने को लेकर कई चर्चाएं चल रही थी।

20 मईकीशिकायत, दर्ज नौ मईकराया

देहरादून, कार्यालय संवाददाता। बिल्डर सत्येंद्र साहनी पर दबाव बनाने के लिए उद्योगपति गुप्ता ने 20 मई को सहारनपुर पुलिस को जो शिकावत दी, उसे उन्होंने वहां की पुलिस के साथ मिलकर 9 मई की रिसीविंग ले ली। एसएसपी देहरादून अजय सिंह ने शुक्रवार को बताया कि गुप्ता ने ऐसा इसलिए किया, क्योंकि दून पुलिस को साहनी 16 मई को शिकायत दे चुके थे। इसलिए बैंक डेंट में रिसीविंग दिखांकर वह साहनी पर दबाव बना बैक डेट में रिसीविंग दिखाकर साहनी पर दबाव बना रहे थे आरोपी

रहे थे कि उन्होंने साहनी की शिंकायत पहले से ही की हुई है।

एसएसपी अजय सिंह ने बताया कि राजपुर पुलिस को अजय गुप्ता और अनिल गुप्ता ने बताया था कि उन्होंने 09 मई को साहनी के खिलाफ सहारनपुर पुलिस को एक शिकायती पत्र दिया था, लेकिन राजपुर पुलिस ने

मित्तल और स्वर्गीय प्रभाकर उनियाल

की पत्नी विनोद उनियाल के साथ

दीये जलाकर इस कार्यक्रम का शुभारंभ

किया। इस दौरान कोश्यारी ने कहा कि

डॉ. प्रभाकर उनियाल का जीवन

संघर्षमय रहा। वे अच्छे लेखक होने

के साथ ही अनुशासित इसान भी थे।

राष्ट्रीय स्वयंसेवक संघ और एबीवीपी

जैसे संगठनों में रहकर उन्होंने समाज

जब संबंधित पत्र की जांच की तो पता चला शिकायत नौ मई नहीं बल्कि 20 मई को दी गई थी। एसएसपी ने बताया कि पुलिस मामले की गहनता से जांच कर रही है।

उन्होंने कहा कि इस मिलीभगत में जो भी शामिल होंगे, उनके खिलाफ कड़ी कार्रवाई की जाएगी। इस संबंध में सहारनपुर पुलिस से संपर्क किया गया है। बता दें 24 मई को दून के नामी बिल्डर सतेंद्र साहनी ने दून में आठवीं मंजिल से कृदकर जान दें दी थी।

ग़ष्ट्रहित सबसे ऊपर होना चा समरसता प्रमुख लक्ष्मी प्रसाद

नेले कोश्यारी

रून, ५...छ संवाददाता। किसी गरिक के लिए अपने या परिवार ा से ऊपर राष्ट्रहित होना चाहिए, वह राष्ट्र निर्माण में यागदान दे ।। शुक्रवार को आईआरडीटी टोरियम में स्वर्गीय डॉ. प्रभाकर ाल के कहानी कविता संग्रह पर शत पुस्तक 'स्मृति किरण' के वन पर पहुँचे महाराष्ट्र के पूर्व



राज्यपाल और उत्तराखंड के पूर्व सीएम भगत सिंह कोश्यारी ने यह बात कही।

उन्होंने राज्यसभा सदस्य नरेश बंसल, आरएसएस के क्षेत्र प्रचारक प्रमुख जिगदीश, क्षेत्र सामाजिक

बंदर ने झपटा बैग पुलिस को छकाया जायसवाल, विश्व संवाद केंद्र के सुरेंद्र

अल्मोड़ा। चितई मंदिर में शुक्रवार सबह एक बंदर ने पुजारी से नगदी से भरा बैग झपट लिया। इससे पुजारी सहित आसपास के अन्य लोग सकते में आ गए। सूचना पर पुलिस भी करीब एक घंटे तक जूझती रही, उसके बाद बैग हासिल करने में कामयाव हो सकी।

शुक्रवार सुबह पुजारी नितिन पंत गले में बैग टांगकर मंदिर परिसर में अपने काम में जुटे थे। तभी एक बंदर ने उन पर झपट्टा मारा।

नस्टीरियल र्मचारियों के धकार बढेंगे

दून।सरकारी स्कूलों में कार्यरत स्टीरियल कर्मेचारियों के कारों में बड़ा इजाफा होने जा शासनिक अधिकारी य में हाईस्कूल-इंटर कालेज डीओ की भूमिका तो अदा करेंगे ताथ ही ब्लॉक में बीईओ व ाक्षा अधिकारी का पद रिक्त पर उसका चार्ज भी मुख्य उनिक अधिकारी को मिलेगा। क्रवार को डीजी-शिक्षा . धर तिवारी ने इसकी पुष्टि की। । प्रशासनिक अधिकारी को ोओ के अधिकार के बाबत ति करते हुए शासन को प्रस्ताव जा रहा है। हर विद्यालय में ओ होने से हर महीने वेतन **ान में अनावश्यक समय जाया** होगा। इसके साथ ही दो और वपर्ण फैसले भी किए गए हैं। ь नहत चीईओ उपरिक्षा का रेक्त रहने घर उसका चार्ज भी श्ताम मुख्य प्रशासनिक कारी को दिया जाएगा।

पीएफसी कंसल्टिंग लिमिटेड

और राष्ट्र सेवा में जीवन लगाया।

(पीएफसी तिमिटेड की पूर्ण स्वामित्वाचीन सहायक कर्पनी) कार्योत्वय प्रथम तल, 'कर्जानिष्टि', 1 बाराव्यंवा लेनू, कर्नाट प्लेस, ñ-110001, फ्रैक्स: 011-23443990 वेबसाइट, www.pfcclindla.cor

वैश्विक आमंत्रण (केवल ई-निविदा के माध्यम से)

अंतर्राञ्जीय पारेषण परियोजनाओं के लिए निर्माण, स्वामित्व, प्रचालन और स्थानातरण (बूट) आधार पर पारेषण सेवा प्रदाता के चयन हेतु

पीएफसी कंसल्टिंग लिमिटेड, पावर फाइनेंस कॉपिरेशन लिमिटेड (भारत सरकार का एक उपक्रम) की पूर्ण स्वामित्वाधीन सहायक पार्कता करात्व । त्यान्य ७, वायर काइनाच अगायका त्यान्य हो। विकास प्रक्रिया का पालन करते हुए निर्माण, स्वानित्व, प्रचालन और कंपनी "प्रस्ताव हेतु अनुरोध" (आरएफपी) की एकल चरण की दो लिकास्त्र प्रक्रिया का पालन करते हुए निर्माण, स्वानित्व, प्रचालन और स्थानांतरण (बूट) आधार यर प्रारेषण परियोजनाओं की स्थापना हेतु प्रस्ताव आमंत्रित करती है।

इच्हुक बोलीदाता वेबसाइट <u>https://www.mstcecommerce.com</u> और https://www.pfcclindia.com पर उपलब्ध आरएकपी अधिसूचना और आरएकपी दस्तावेज देख सकते हैं।

काधभूषण आर आरएकण परतामण पक सम्मार है। निविदाताता अग्रतिदेय शुल्क रू. 5,00,000 / — या यूएसडी (यूएस ऑलर) 7,000 + लागू जीएसटी 18 प्रतिशत का मुगतान करके आरएकपी दस्तावेज 01.06.2024 से निम्नलिखित परियोजनाओं के लिए निविदा जमा तिथि से एक कार्यदिवस पूर्व तक सभी कार्य दिवसों में 10:30 वर्ज (आईएसटी) से 16:00 बर्ज (आईएसटी) के बीच वर्बी मंजिल, विग — ए. स्टेट्समैन हाउस, करॉट प्लेस, नई प्रमान 1945)। च 10:00 पण (जावपुराज) का 10:00 पण (जावपुराज) पण जान वात गामण, अप जा र ६, ८०५वामा वाजर, पण विकास दिल्ली-110001, फीन: 91-11--23443996; फैक्स: 91-11-23443990; ई-मेल: <u>pfccl.itp@pfcindia.com</u> से प्रस्त कर सकते हैं। दिल्ली—110001, फोन. 91—11—23443996; फक्स 91—11—23443990, इ—गल: pfccl.itp@pfcindia.com से भी डाउनलोड किए जा आरएफपी दरतावेज https://www.mstcscommerce.com और https://www.pfcclindia.com से भी डाउनलोड किए जा अरएफपी दरतावेज https://www.mstcscommerce.com और https://www.pfcclindia.com से भी डाउनलोड किए जा स्कृते हैं, यद्यपि, ऐसे मामले में, इच्छुक पार्टियां आरएफपी के उत्तर जमा करते समय अलग से अपितेय शुल्क रु. 5,00,000/— य यूएसडी (यूएस डॉलर) 7,000 + लागू जीएसटी 18 प्रतिशत जमा कर सकते हैं। सर्वेक्षम रिपोर्ट एवं अरएफपी दरतावेजों पर स्पार्टीकरण केवल उन निविदादाताओं को जारी किया जाएगा, जो निविदा जमा तिथि से न्यूनतम एक कार्यदिवस पूर्व तक किसी भी कार्य दिवस में अपेक्षित शुल्क का भूमतान करके आरएफपी दस्तावेज खरीद / प्राप्त कर चुके हैं। निविदादाता किसी भी कार्य दिवस में अपेक्षित शुल्क का भूमतान करके आरएफपी दस्तावेज खरीद / प्राप्त कर चुके हैं। निविदादाता किसी भी स्पार्टीकरण / संशोधन / समय विरक्तार आदि, यदि कोई हो, के बारे में नवीनतम जानकारी हेतु वेबसाइट नियमित रूप से देखते रहें। इस संबंध में महत्वपूर्ण समय—सारणी निम्मानुसार हैं।

इस स क्र. सं.	बंध में महत्वपूर्ण समय-सारणी निम्नानुस प्रारेषण परियोजना का आम	स्पष्टीकरण प्राप्त करने की अंतिम तिथि (दिन/माह/वर्ष)	(दिन/माह/वर्ष)	आरएफपी के उत्तर स्रोलने की तिथि (दिन/गाह/वर्ष)
1.	कर्नाटक में बीजापुर आरईजेड के एकीकरण हेतु पारेषण योजना	21.06.2024	05.08.2024 की 15:00 बजे (आईएसटी) तक	(आइएसटी) तक

नोट : गोगफसी कंसस्टिंग लिपिटेंड विना कोई कारण बवाए और विना किसी दावित्व के प्रक्रिया को सा अधिकार रखता है। यह काई घस्तां नहीं हैं।

कोजी एक्टिया संघनायन GONSULTING LTD.

(alrea सी विभिन्ना ज की पूर्ण स्थापितवाधीन बावनक कंपनी) (पास्त सरकार का नगकन)



वृत्तन्त्र , सार्वीकार

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e Representation India LLP

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Accounts



Analysts say the increase is linked to recovery from the Covid-19 pandemic, as the sector hires to meet demand from patients seeking medical treatment postponed during lockdowns.

"There was a huge population of care that just didn't happen during the panlemic," said Steve Wasson, chief data and intelligence officer at Strata Decision Technology. "So we're seeing big volume increases.

According to data from Strata, in 2023 colonoscopy volumes jumped 24.5 per cent compared with 2019, while genetic and positron emission tomography testing—used to find tumours and diagnose heart disease and brain disorders — has increased 16 per cent and 11 per cent respectively over that period.

"Over the past year a lot of insurance companies have noticed that their claims numbers have been higher than anticipated, and that can be tracked back to people just using their healthcare plans again," said Sameer Samana, global market strategist at Wells Fargo.

Expansion of the Affordable Care Act and Medicaid has also contributed to the strength in hiring. ACA marketplace enrolment hit a record high of 21mn in January 2024, up from 11mn in 2020, driven by subsidies from the pandemicera American Rescue Plan Act, and the Inflation Reduction Act.

Meanwhile, 40 states and Washington have opted into the ACA's expanded



Catching up: a surge in patients having treatment that was delayed by the pandemic is set to come to an end Jeffrey Greenberg/Universal Images Group/Getty Images Medicaid coverage for nearly all individuals with incomes up to 138 per cent of the Federal Poverty Level of \$20,783.

"Medicaid expansion frees up capital to expand and staff up in a better way," said economist Dante DeAntonio of Moody's Analytics.

Although economists typically pay closer attention to cyclical sectors such as manufacturing, construction and profession hiring in econom rises.

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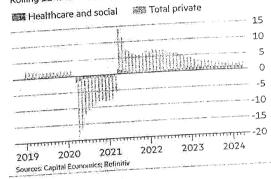
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Healthcare hiring accounts for nearly half of private payroll gains

Rolling 12-month employment gain (mn)



Contracts & Tenders

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

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

nterested bidders may refer to the RFP notification and RFP documents available on the website

interested bidders may refer to the RFP notification and RFP documents available on the website interested bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 01:06:2024 to one working day prior to bid submission for the projects mentioned (IST) from 01:06:2024 to one working day prior to bid submission for the projects mentioned delow no payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST (IST) from 9" Floor, Wing-A. Statesman House. Connaught Place, New Delhi-110001, 10:18% from 9" Floor, Wing-A. Statesman House. Connaught Place, New Delhi-110001, 10:18% from 9. FRF polymore of the Properties
S. Name of Transmission Scheme		submission of response to RFP	KEL/(00/1101/3333)
Salvage for integration	21,06,2024	05.08,2024 up to	15:30 (85 (65.7)
of Bijapur REZ in Kamataka	- No cancel of I	nodify the process v	without assigning any

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

Bid Process Coordinator

CONSULTING LTD.

olly owners substitionly of PFC Lin IA Govt of India Undertaking

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Trade crackdows

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OLIVER TELLING - LONDON WILLIAM LANGLEY, ANDY LIN AND CHAN HO-HIM -- HONG K - HONG KO

Chinese businesses are inve in countries such as Vietnan ico as trade tensions escalat western governments and Be

During the year to March, Chinese manufacturing an projects were announced for while at least 39 were sch Vietnam, according to data h cial Times subsidiary FDI Ma

This represents the highes announced projects in eith since FDI Intelligence beg foreign investment news an announcements in 2005, Mexico and Vietnam overti as the top destinations for C utacturing and logistics Thailand, Malaysia, Hungu also enjoyed recoul levels projects in the year to the eq

The developments high! western multinate as the





पीएफसी कंसल्टिंग लिमिटेड (पायर कार्त्रोस कार्पोश्चन कि को पूर्णत स्वानिकादीन सहायक क्याणी) PFC CONSULTING LIMITED (A wholly owned Subsidiary of Power Finance Corporation Ltd.)

June 04, 2024

Ref. No. 04/ITP-84/24-25/RFP

To, Director (Transmission), Ministry of Power, Shram Shakti Bhawan, New Delhi – 110001

Subject: Publishing RFP notification and RFP Documents for Selection of the Transmission Service Provider for establishing transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka" on the website of MoP.

Dear Sir,

Ministry of Power vide Gazette Notification no. CG-DL-E-15032024-253080 dated March 15, 2024 has appointed PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) to undertake the bid process for selection of Transmission Service Provider (TSP) for establishing "Transmission Scheme for integration of Bijapur REZ in Karnataka" in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power.

The bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka" has been initiated with the publication of RFP notification on June 01, 2024 (copy of the RFP notification enclosed). The same has also been made available along with the RFP document on PFCCL website 'www.pfcclindia.com' w.c.f. June 01, 2024. It may be noted that these RFP Document are based on the Single Stage Two Envelope (RFQ & RFP combined) Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021. The last date for submission of Responses to RFP is August 05, 2024.

It is requested that in line with the requirements of the Guidelines (Clause 9.2 of Tariff based Competitivebidding Guidelines for Transmission Service), the RFP Notice and RFP documents may be published on the website of Ministry of Power. The soft copy of the RFP Notification and RFP documents has been mailed separately at the email address transdesk-mop@nic.in. We are also enclosing herewith the RFP documents for your kind information, perusal and records please.

Thanking You,

Yours sincerely.

(Naveen Phougat) General Manager

Encl.: As Above

पंजीकृत कार्यालय : ग्रथम तल, "ऊर्जानिधि", 1, बाराखम्बा लेन, कर्नाट प्लेस, नई दिल्ली–110001 Regd. Office : 1" Floor, "URJANIDHI", 1, Barakhamba Lane, Connaught Place, New Delhi-110001

कंपनी मुख्यालय : नीवाँ तत. (ए विंग), स्टेट्समैन हाउस, बाराखम्बा रोड, कर्नाट प्लेस, नई दिल्ली—110001 दूरमाष : 011-23443900 फेक्स : 011-23443990 Corporate Office : 9° Floor (A-Wing), Statesman House, Connaught Place, New Delhi-110001 Phone : 011-23443900 Fax : 011-23443990 फेक्स / Website : www.pfoclindia.com / www.pfoclindia.com • CIN : U74140DL2008GOI175858







पाएफसी कसल्टिंग निमिटेड (पावर फाइनेंस ऑयोरेशन दिव की पूर्णत स्वामित्वाधीन संडायक क्रमंस्ती) PFC CONSULTING LIMITED (A wholly owned Subsidiary of Power Finance Corporation Ltd.)

Ref.: 04/24-25/ITP-84/RFP

July 26, 2024

Sh. Rakesh Goyal, Secretary, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi - 110066.

Sub: Prior approval of the Govt, under Section 68(1) of the Electricity Act, 2003 for the Transmission Project - "Transmission Scheme for integration of Bijapur REZ in Karnataka".

Dear Sir,

- 1. Ministry of Power (MoP) vide its Gazette Notification no. CG-DL-E-15032024-253080 dated 15.03.2024 has notified PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for selection of Bidder as Transmission Service Provider (TSP) to establish Inter-State transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process.
- 2. The bid process was initiated by issuing Single Stage Request for Proposal (RFP) documents on 01.06.2024. The submission of RFP bids is scheduled on 05.08.2024
- 3. It may be noted that as per Clause No. 1.6.2.1 (2) of Standard RFP documents, BPC i.e. PFC Consulting Limited has to obtain approval for laying of overhead transmission lines under Section 68(1) of the Electricity Act, 2003 from appropriate Government for the subject transmission scheme.
- 4. In view of the above, it is requested that approval for laying of overhead transmission lines under Section 68(1) of the Electricity Act, 2003 may kindly be granted by the Ministry of Power, Government of India in respect of the subject transmission project in favour of "BIJAPUR REZ TRANSMISSION LIMITED" the SPV (which shall own the transmission scheme project and the transmission license shall also be issued in its favour) as per the details given below:

S. No.	Name of Transmission Element
ì.	Bijapur PS – Raíchur New 400kV (Quad ACSR moose) D/c line
2.	2x125MVAr 420kV bus reactors at Bijapur PS

5. Further, the application and all the necessary documents are also being submitted on the National Single Window System (NSWS) portal.

पंजीकृत कार्यालय : अधम तल, "कार्यनिधि", 1, यशकार संग कनीर प्रस्य महे विक्ती-1500वा Regd. Office: 1" Floor, "URJANIDHI", 1, Barakhamba Lane, Connaught Place, New Daily-110001 कारती मृत्यपारामा । तीर्वी ताल, (१ विम), स्टेटसमेन हास्त्रमा बाराखमा चीह, कर्नाट (१४) नई दिल्ही-१,०००। दुरमाग , ०,१५,२३४,२५०० लेखा : ०,१५,२३४४,२५५०

Thanking you,

Yours Sincerely,

(Naveen Kumai) General Manager

Encl: As above

Corporate Office: 9° Floor (A-Wing), Statesman House, Connaught Place, New Delhi-110001. Phone: 011-23443900 Fax: 011-23443990 ালিব / Website : www.pfcclindia.com / www.pfclodia.com • CIN : U74140DL2008GOI175858

No. 25-17/76/2024-PG Government of India Ministry of Power

> Shram Shakti Bhawan, Rafi Marg New Delhi -01, Dated 12th August, 2024

To.

Shri Naveen Kumar (GM), PFC Consulting Limited, 1st Floor, URJANIDHI,1, Barakhamba lane, Connaught Place, New Delhi- 110001 Email- naveen.phougat@pfcindia.com

Subject: Prior approval of the Government of India under Section 68 (1) of the Electricity Act, 2003, for installation of overhead transmission line under the transmission scheme "Transmission Scheme for integration of Bijapur REZ in Karnataka" to M/s Bijapur REZ Transmission Limited, a wholly owned subsidiary of M/s PFC Consulting Limited(PFCCL) – regarding.

Sir.

I am directed to refer to M/s PFCCL's online application on NSWS portal dated 30.07.2024, seeking prior approval of Government of India under Section 68 (1) of the Electricity Act 2003 for installation of the following overhead transmission line under the transmission scheme "Transmission Scheme for integration of Bijapur REZ in Karnataka"; in favour of 'BIJAPUR REZ TRANSMISSION LIMITED', a wholly owned subsidiary of PFCCL who shall own the transmission scheme project:

Bijapur PS - Raichur New 400 kV (Quad ACSR moose) D/c line (~150 km)

- 2. Ministry of Power vide Gazette no. CG-DL-E-15032024-253080 dated 15.03.2024 has appointed PFC Consulting Limited as Bid Process Coordinator for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish the transmission scheme "Transmission Scheme for integration of Bijapur REZ in Karnataka" to be implemented through Tariff Based Competitive Bidding (TBCB) route. PFC Consulting Limited, the Bid Process Coordinator, has incorporated the SPV, 'BIJAPUR REZ TRANSMISSION LIMITED', for implementation of the transmission scheme "Transmission Scheme for integration of Bijapur REZ in Karnataka".
- 3. Based on the recommendation of Central Electricity Authority (CEA); Ministry of Power, Government of India conveys the prior approval under Section 68 (1) of the Electricity Act, 2003 to SPV, M/s Bijapur REZ Transmission Limited for installation of the following overhead transmission line under the transmission scheme "Transmission Scheme for integration of Bijapur REZ in Karnataka":
 - Bijapur PS Raichur New 400 kV D/c line (~150 km)
- 4. The approval would be subject to compliance of:

Contd/...

- (i) The relevant provisions of the Electricity Act, 2003, as amended from time to time and the rules and regulations made there under, and
- (ii) CEA (Measures relating to Safety and Electric Supply) Regulations, 2023, and any subsequent amendments made thereto.
- 5. The approval would also be subject to the following conditions.
- (i) The implementing agency will commence construction of the project within three years of grant of approval, unless this term is extended by Ministry of Power.
- (ii) Ministry of Power may withdraw the approval before the expiry of the period of three years after giving a one-month notice.
- (iii) The implementing agencies shall abide by the provisions of Works of Licensees Rules, 2006 notified by the Govt. of India, Ministry of Power in the Gazette of India, extra-ordinary Part-II, Section 3(i) dated 18-04-2006 (vide GSR 217 (E) dated 18-04-2006).

Yours faithfully,

MUNVARE Brug

(M.V.N. Vara Prasad) Under Secretary to the Government of India

Tele: 011-23730264

Copy to:

The Chairperson, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi 110066.

507 **Survey Report** "Transmission Scheme for integration of Bijapur REZ in Karnataka" CONSULTING LTD.

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

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DISCLAIMER

Bidders may please note that the Bid Process Coordinator (BPC) has carried out a survey of the Transmission System associated with the Project. While every possible care has been taken in identifying the involvement of forest area / animal and bird sanctuary/ mines in the proposed routes. However, Bidders in their own interest should carry out required surveys and field investigation for submission of their Bid. For the purpose of carrying out required survey, the address and co-ordinate of each location of sub-station has been provided by the BPC. The coordinate of location of the sub-station is only for the purpose of facilitating Bidders to locate the sub-station and the same should not be considered as the point of termination of transmission line. For exact point of termination of transmission line, the Bidder shall have to coordinate with the agency responsible for construction of sub-station / switchyard who shall provide the inter- connection facility. Bidders in their own interest should visit the project site to confirm the location of sub-stations and any apprehension in this regard should be brought to the notice of the BPC.

Failure to verify the location of sub-station, investigate the route of the Transmission Lines associated with the Project and to examine, inspect site or subsurface conditions fully shall not be grounds for a Bidder to alter its Bid after the Bid Deadline nor shall it relieve a Bidder from any responsibility for appropriately eliminating the difficulty or costs of successfully completing the Project.

The BPC, its authorized representative, any of the Long Term Transmission Customer(s), nor their directors, employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of such survey report, even if any loss or damage is caused to the Bidders by any act or omission on their part.



1.0 INTRODUCTION

- 1.1 This transmission scheme i.e., "Transmission Scheme for integration of Bijapur REZ in Karnataka" involves 400/220 kV, 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka with lines.
- 1.2 This scheme was deliberated and approved in the 18th meeting of the National Committee on Transmission held on 05.03.2024. The Ministry of Power vide Gazette notification dated 15.03.2024 has appointed PFCCL as the BPC for implementation of the subject transmission scheme through TBCB route with an implementation time frame of 24 months for Transmission Scheme for integration of Bijapur REZ in Karnataka from the date of SPV transfer.
- 1.3 The Government of India, Ministry of Power, vide its notification no. **CG-DL-E-15032024-253080** dated **15.03.2024** has notified PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process.
- 1.4 PFCCL has appointed M/s. GIS Data Solutions through competitive bidding process for Survey & Preparation of Report for this transmission scheme using Modern Survey Techniques. The scope includes to survey and identify various feasible locations for proposed substation at Bijapur in Karnataka and then, survey and identify the most feasible route for the Bijapur PS Raichur New 400kV (Quad ACSR moose) D/c line from the suggested substation location and taking all logistic precaution and using most modern survey Techniques.
- 1.5 M/s. GIS Data Solutions had identified substation locations in Bijapur (Vijayapura) district. PFCCL after conducting site survey held meeting(s) on 31.05.2024 and 24.06.2024 with regards to substation finalization with CEA, CTUIL, KREDL and SECI. In the meeting(s) most feasible location was selected for proposed substation at Village Kerovara, Taluka Sindgi/Devara Hipparagi in the district of Bijapur (Vijayapura).



2.0 SCOPE OF WORK

The scope Transmission Scheme for integration of Bijapur REZ in Karnataka" covers survey including route alignment of transmission lines, identification of substation sites and preparation of report for the following:

The technical specification covers survey using modern survey techniques for route alignment of transmission lines, identification of substation sites and preparation of report for the transmission scheme "Transmission Scheme for integration of Bijapur REZ in Karnataka comprising the following:

Sl. No	Elements under the Transmission Scheme	Transmission Capacity (MVA) / Line length (km)/ Nos.
1	Establishment of 400/220 kV, 5x500 MVA	• 400/220 kV, 500 MVA, ICTs – 5 nos.
	Pooling Station near Bijapur (Vijayapura),	• 400 kV ICT bays – 5 nos.
	Karnataka	• 220 kV ICT bays – 5 nos.
		• 400 kV line bays – 2 nos. (at Bijapur PS for
	Future Space Provisions:	Termination of Bijapur PS – Raichur New
	• 400/220kV, 500 MVA, ICTs – 5 nos.	line))
	• 400kV ICT bays – 5 nos.	• 220 kV line bays – 10 nos.
	• 220kV ICT bays – 5 nos.	• 220 kV Sectionalizer: 1 sets
	• 400kV line bays – 6 nos. (with provision for	• 220 kV Bus Coupler (BC) Bay – 2 nos.
	SLR)	• 220 kV Transfer Bus Coupler (TBC) Bay – 2
	• 220kV line bays – 14 nos.	nos.
	 220kV Sectionalizer : 2 sets 	
	 220 kV Bus Coupler (BC) Bay – 2 nos. 	
	• 220 kV Transfer Bus Coupler (TBC) Bay – 2	
	nos.	
2	Bijapur PS – Raichur New 400kV (Quad ACSR	~150 km
	moose) D/c line	• 400 kV line bays – 2 nos. (at Raichur New)
3	2x125MVAr 420kV bus reactors at Bijapur PS	• 420 kV, 125 MVAr bus reactors – 2 nos.
		• 420 kV, 125 MVAr bus reactor bays – 2 nos.

Note: POWERGRID shall provide space for 2 nos. of 400 kV line bays at Raichur New for termination of Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/c line.



3.0 APPROACH & METHODOLOGY APPROACH

- a) The land requirement of proposed 400/220 kV, 5 X 500 MVA Pooling Station near Bijapur (Vijayapura) Karnataka is approximately 100 Acres.
- b) Identification of land for Establishment of 400/220 kV, 5 X 500 MVA Pooling Station near Bijapur (Vijayapura) Karnataka
- c) The land sighting and land selection procedure for 400/220 kV substation has been done on the basis of total land requirement as indicated under item (a) above.
- d) Parameters like line approaches and take-offs have also been considered as there would be 400kV & 220kV lines entering and emanating from this substation.

The land should be selected so that it has the benefits as stated below:

- i. Easy accessibility & locational advantage: this can be helpful in avoiding delays during construction.
- ii. Planning of routes for incoming & outgoing lines can be done with ease.
- iii. Approvals from statutory and regulatory aspects can be easier and will save time in land acquisition.
- iv. Land with clear titles will be easier for acquisition.



METHODOLOGY

Data Collection & Digitization of Maps

Data was collected from Survey of India TOPO sheets (1:50,000 scale). All the Survey of India TOPO sheets were geo-referenced with respect to Latitude Longitude of TOPO sheets under following projection system to keep uniformity with respect to GPS co-ordinates:

Projection

: UTM

Spheroid

: WGS84

Datum

: WGS84

Zone

: 43

North or South

: South

These were used to update the base map features extracted from TOPO sheets are as follows. The features extracted from SOI TOPO sheets.

- City and village sprawl
- Contours
- Spot Heights and Bench Marks
- Railway lines (MG/BG)
- Metalled Roads (National/State Highways),
- Major Rivers (width > 500 m)
- Canals
- Nallah/Drain crossings
- Forest (Reserved/Protected/Social/Open Scrub)
- Protected areas (Cantonments, Air fields)
- Main power lines (EHV) and other electrical power lines
- Telephone lines
- Lakes, Reservoirs and Ponds
- Swamp
- Air Port/ Air Strip

4.0 GEOGRAPHICAL INFORMATION

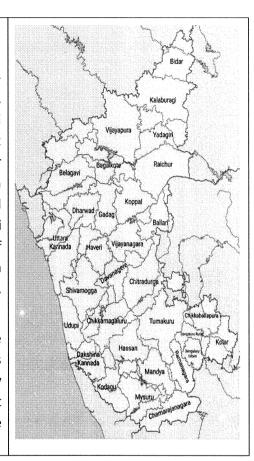
Project Location:-

The proposed substation location of 400/220 kV, Pooling Station Bijapur (Vijayapura), Karnataka, is near Village: Kerovara Taluka: Sindgi/Devara Hipparagi District: Bijapur (Vijayapura)

Climate of Karnataka:-

Karnataka experiences four seasons. The winter in January and February is followed by summer between March and May, the monsoon season between June and September and the postmonsoon season from October till December. Meteorologically, Karnataka is divided into three zones – coastal, north interior and south interior. Of these, the coastal zone receives the heaviest rainfall with an average rainfall of about 3,638.5 mm (143 in) per annum, far in excess of the state average of 1,139 mm (45 in). Amagaon in Khanapura taluka of Belgaum district received 10,068 mm (396 in) of rainfall in 2010. In 2014 Kokalli in Sirsi taluka of Uttara Kannada district received 8,746 mm (344 in) of rainfall. Agumbe in Thirthahalli taluka and Hulikal of Hosanagara taluka in Shimoga district were the rainiest cities in Karnataka, situated in one of the wettest regions in the world.

The state is projected to warm about 2.0 °C (4 °F) by 2030. The monsoon is set to provide less rainfall. Agriculture in Karnataka is mostly rainfed as opposed to irrigated, making it highly vulnerable to expected changes in the monsoon. The highest recorded temperature was 45.6 °C (114 °F) in Raichur district. The lowest recorded temperature was 2.8 °C (37 °F) at Bidar district.



Soil of Karnataka

Vijayapura (Formly known as Bijapur) District:-

The oldest rocks in the district consists of schist's, phyllites, banded hematite, quartzites, occurring as distinct bands mainly to the south east of the district. The schist includes hornblende-schist, micaschist, chorite-schist, talc-schist and hematic-schist. The granites and granite gneiss of Archaean age occur as big rounded, massive boulders and small isolated hills knolls. The Archaean rocks to the south west of Bijapur (Vijayapura) are over laid by a series of unfoscile ferous metamorphosed sedimentary rocks known as the Kaladgi series corresponding in age with a part of the Cuddapah rocks of Andhra Pradesh. Another set of unmetamorphosed sediments known as Bhima series, over lays the ancient gneissic rocks north of Muddebihal. The soil units respond greatly to the physical set up of the state and correlate to the climate, vegetation and relief to a greater extent. The soils of the

J

state soils have been grouped into eight major classes. The soils are usterstropepts and orthents-tropepts.

Orthents recently formed soils, which have developed highly undulating terrain. Tropepts are mixed shallow black and brown soils but on steep ridges and crests only rock outcrops are found. Generally, they are found on undulating ridges of Deccan trap and to some extent on schist and limestone upland region. The colour of these soils is dark brown and the texture is usually elacarious with gravelly loam. The river beds however contain fertile alluvial soil.

Agriculture:-

Agriculture occupies a vital place in the economy of the district. Majority of population depend on agriculture for their livelihood in addition to handloom weaving and inland fishing. According to the final figures of the Census 2011, 28.3 percent of the total workers are cultivators and 37.9 percent are agricultural labourers.

5.0 PROPOSED 400/220 kV, 5 X 500 MVA POOLING STATION NEAR BIJAPUR (VIJAYAPURA) KARNATAKA

5.1 COORDINATES OF PROPOSED S/s 400/220 kV, 5 X 500 MVA POOLING STATION NEAR BIJAPUR (VIJAYAPURA) KARNATAKA

Particulars	Corner	Latitude	Longitude
Village: Kerovara	Corner 1	16°45'28.71"N	76°10'40.82"E
Taluka: Sindgi/Devara Hipparagi	Corner 2	16°45'10.02"N	76°10'35.08"E
District: Bijapur (Vijayapura)	Corner 3	16°45'16.43"N	76°10'12.87"E
State: Karnataka	Corner 4	16°45'34.75"N	76°10'19.29"E

Note: The substation shall not be beyond 3 km radius of the proposed location.



5.2 INFORMATION OF PROPOSED S/s 400/220 kV, 5 X 500 MVA POOLING STATION NEAR BIJAPUR (VIJAYAPURA) KARNATAKA

I	Information of Proposed Sub-Station of 400/220 kV, 5 X 500 MVA Pooling Station near Bijapur (Vijayapura) Karnataka					
SL. No	Criterion	PROPOSED S/s				
1	Land Co-ordinates					
2)	Corner 1	16°45'28.71"N				
a) 	Corner 1	76°10'40.82"E				
b)	Corner 2	16°45'10.02"N				
<u>.</u>	Corner 2	76°10'35.08"E				
٦)	Cause 2	16°45'16.43"N				
c)	Corner 3	76°10'12.87"E				
		16°45'34.75"N				
d)	Corner 4	76°10'19.29"E				
1.1	Size (Acre)	Approx. 100 acre (680 x 600 Mtr.)				
1.2	Govt. /Private/Forest land	Private Land				
1.3	Forest Details	Nil				
1.4	Agriculture/Waste land	Agricultural land				
1.5	Development	Nil				
	Approximate cost					
4.6	a. Circle rate per acre	2.20 lakh (Approx.)				
1.6	b. Market rate per acre	7-8 lakh (Approx.)				
	c. Approx. cost of the land (based on circle rate)	2.20 Cr. (Approx.)				
1.7	Terrain	Mostly Plain				
1.8	Type of soil	Red and Black soil as Visible				
1.9	No. of Owners	35 Nos. (Approx.)				
1.1	Environment/Pollution in the vicinity	NIL				
1.11	Location with reference to nearest town	Jalwad				
1.12	H.F.L. Data	502.21 Mtr.				
1.13	Diversion of Nallah/Canal required	No				
1.14	Slope	Yes				
1.15	Approximate Extent of leveling required (in meter)	-				
1.16	Land acquisition feasibility	Available				
1.17	Rate of Govt. Land	-				
1.18	No. of Owners	35 (Approx.)				
1.19	Extent of approach	Available				
1.20	Planned/unplanned development	Unplanned				

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li	nformation of Proposed Sub-Station of 400/220 kV, 5 X 50 (Vijayapura) Karnataka	00 MVA Pooling Station near Bijapur
SL.	Criterion	PROPOSED S/s
1.21	Size of Site (m x m)	(680 x 600 Mtr.)
1.22	No. of families to be displaced	Nil
	Level of site with reference to road level	Road level
1.23	a. Level of road Above MSL	584 Mtr
	b. Level of site Above MSL	583 Mtr
1.24	Distance from sea shore	300 Km
1.25	Logistics Survey	Available
2	Approach	Available
2.1	Obstacles in reaching site	Negligible
2.2	Nearby main road	Korwar to Jalwad Road
2.3	Length of approach road to be constructed	Nil
2.4	Name of nearest airport	Jagatjyoti Shri Basaveshwara Airport, Vijayapur
2.5	Name of nearest Rail head	Bijapur (Vijayapura)
2.6	Upcoming Aviation /Airport/Airforce Station/Airstrip	NIL
2.7	Availability of ground water	Available
2.8	Availability of transmission corridor	Four side available
	(Three /four sides)	
2.9	Existence of structures/dwelling units in the land of the proposed site	Isolated structure
2.10	Availability of disposal of rain/storm water	Yes
2.11	Crops grown and types (Multi- crop/single crop)	Multi Crop
2.12	Distance from main road	Along the Road
2.13	Nearest railway station (BG/MG)	Bijapur (Vijayapura) BG
2.14	Unloading facility at railway station	Bijapur (Vijayapura) Railway Station
2.15	No. of culverts required for approach	NIL
2.16	Nearest EHV line/Nearest sub-station	110 kV Yadgiri (Approx. 38 Km)
2.17	Length of line between this site & nearest substation for construction power at 33/11KV	33/11 kV Substation Yaapaldinni, Karnataka 152 km Approx.
2.18	Frontage for line take off	Available
2.19	Telephone/Telegraph line	Nil
3	Community facilities	Available
3.1	Drinking water	Available in village
3.2	Drainage	Available
3.3	Distance from	
	a. Post Office	a) 3 Km Approx.
	b. Telephone Line	b) 3 Km Approx.

S

1	Information of Proposed Sub-Station of 400/220 kV, 5 X 500 MVA Pooling Station near Bijapur (Vijayapura) Karnataka						
SL.	Criterion	PROPOSED S/s					
	c. School	c) 3 Km Approx.					
	d. Market	d) 3 Km Approx.					
3.4	Security	Available					
3.5	Availability of construction water	Nearby village					
3.6	Availability of drinking water	Nearby village					
4	Wind Zone	1					
5	Seismic Zone	2					



6.0 BIJAPUR PS - RAICHUR NEW 400 kV (QUAD ACSR MOOSE D/c) LINE

6.1 COORDINATES OF BOTH END

Tapping point	Latitude	Longitude
Proposed S/s 400/220 kV Pooling Station near Bijapur	16° 45' 17.89'' N	76º 10' 35.47'' E
Existing 765/400 kV S/s Raichur New	16º 12' 2.32" N	77° 17' 21.3'' E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

6.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)

56-D1	56-D5	56-D9	56-D13	56-H1	56-H5
Proposed Vijayapura Si					
56-D2	56-D6		.56-D14	56-H2	56-H6
		56-D10			
56-D3	56-D7	.56-D11	56-D15	56-H3	56-H7
56-D4	56-D8	56-D12	56-D16	56-H4	Paidhur Pgdl SS 56-H8



6.3 COORDINATES OF ANGLE POINTS (AP NO.) OF PROPOSED ROUTE

			Bijapur PS-Ra	iichur New 400kV (C	luad ACSR m	oose) Dc line		
AP No.	Easting	Northing	Latitude	Longitude	Span In Mtr.	Cumulative Length	Angle of Deviation	Remarks
GANTRY	625402	1852820	16º 45' 17.89'' N	76° 10' 35.47'' E		0		Proposed 400/220 kV Bijapur (Vijaypura) Sub Station
					99			
AP1	625500	1852805	16° 45' 17.38" N	76° 10' 38.76'' E		99	7°25'33.7"R	
					636			
AP2	626110	1852629	16° 45' 11.55" N	76° 10' 59.37'' E		735	4°4'41.5"R	
					2999			
AP3	628926	1851597	16° 44' 37.4" N	76° 12' 34.26" E		3734	5°55'20.2"R	
					1953			
AP4	630681	1850739	16° 44' 9.13" N	76° 13' 33.31" E		5687	1°54'37.7"L	
					1951	,		
AP5	632461	1849941	16° 43' 42.8" N	76° 14' 33.25" E		7638	23°51'28"L	
					3731			
AP6	636192	1849921	16° 43' 41.41" N	76° 16' 39.22'' E		11369	17°51'21"L	
					243			S.H-124-Kerutagi-Banaha
AP7	636424	1849995	16° 43' 43.75" N	76° 16' 47.06'' E		11612	22°57'46.3"R	
					4990			
AP8	641391	1849525	16° 43' 27.41" N	76° 19' 34.68'' E		16602	11°20'59.2"R	
					4161			
AP9	645375	1848326	16° 42' 47.52" N	76° 21' 48.92'' E		20763	0°54'41.6"L	
					6805			
AP10	651922	1846468	16° 41' 45.6" N	76° 25' 29.5" E		27568	0°16'24.3"R	
					8803		-	

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AP No.	Easting	Northing	Latitude	Longitude	Span In Mtr.	Cumulative Length	Angle of Deviation	Remarks
AP11	660380	1844025	16° 40' 24.1" N	76° 30' 14.36" E		36371	22°53'10.4"L	
					1423			
AP12	661793	1844193	16° 40' 29.21" N	76° 31' 2.1" E		37794	6°36'27.5"R	
					235			110 kV S/c-Kembhav
AP13	662028	1844194	16° 40' 29.17'' N	76° 31' 10.02'' E		38029	4°29'11.4"R	
					7492			
AP14	669498	1843629	16° 40' 8.92" N	76° 35' 22.01" E		45521	35°30'49"R	
					1236			
AP15	670447	1842838	16° 39' 42.92'' N	76° 35' 53.82'' E		46757	34°41'21.5"R	
					1030			
AP16	670722	1841845	16° 39' 10.55" N	76º 36' 2.83'' E		47787	12°53'52.1"R	
					225			110 kV D/c-Kembhav Shahapur
AP17	670732	1841620	16° 39' 3.23" N	76° 36' 3.11" E		48012	33°54'7.3"L	
					520			
AP18	671041	1841201	16° 38' 49.54" N	76° 36' 13.44" E		48532	26°46'34.1"L	
					3990			
AP19	674604	1839406	16° 37' 50.2" N	76° 38' 13.16" E		52522	31°24'34.4"L	
					1513			
AP20	676112	1839529	16° 37' 53.8" N	76° 39' 4.07'' E		54035	24°1'56.7"R	
					1611			
AP21	677631	1838995	16° 37' 36.01" N	76° 39' 55.19" E		55645	24°54'14.5"R	
					1738			
AP22	678876	1837782	16° 36' 56.21" N	76° 40' 36.84" E		57383	27°10'51"R	
					1168			



			Bijapur PS-Ra	iichur New 400kV (O	uad ACSR m	ioose) Dc line		
AP No.	Easting	Northing	Latitude	Longitude	Span In Mtr.	Cumulative Length	Angle of Deviation	Remarks
AP23	679247	1836674	16° 36' 20.09" N	76° 40' 49.06'' E		58551	36°39'53.6"L	
					771			
AP24	679881	1836235	16° 36' 5.61" N	76º 41' 10.3" E		59322	24°12'41.7"L	
					2323			
AP25	682165	1835808	16° 35' 51.11" N	76° 42' 27.23" E		61646	38°19'59.2"R	
					1160			
AP26	682927	1834934	16° 35' 22.47" N	76° 42' 52.69" E		62805	9°24'41.4"L	
					3802			
AP27	685860	1832516	16° 34' 3" N	76° 44' 30.93'' E		66607	31°11'0.2"L	
					2548			
AP28	688382	1832148	16° 33' 50.3" N	76° 45' 55.87" E		69155	17°11'22.2"R	
					1176			
AP29	689443	1831642	16° 33' 33.53" N	76° 46' 31.51" E		70331	38°56'28.7"R	
					754			
AP30	689768	1830961	16° 33' 11.3" N	76° 46' 42.28'' E		71085	26°46'1.1"L	
					2324			
AP31	691607	1829541	16° 32' 24.58" N	76° 47' 43.87" E		73408	19°47'27.1"R	
					238			N.H-150A-Javargi- Chamarajanagar
AP32	691735	1829341	16° 32' 18.02" N	76° 47' 48.12'' E		73646	24°40'43.5"R	
Manufactura (Company)					911			
AP33	691860	1828439	16° 31' 48.65" N	76° 47' 52.04'' E		74556	9°13'25.2"L	
					262			110 kV S/c-KVA -KPTCI
AP34	691937	1828188	16° 31' 40.48" N	76° 47' 54.56" E		74819	8°33'11.6"L	
					699			



5 D M -		Al-mileto	laste de	Lauribuda	Span In	Cumulative	Angle of	Remarks
AP No.	Easting	Northing	Latitude	Longitude	Mtr.	Length	Deviation	nemarks
AP35	692239	1827558	16° 31' 19.88'' N	76° 48' 4.57" E		75518	25°7'51.1"L	
					239			220 kV S/c -KPTCL
AP36	692424	1827407	16° 31' 14.92" N	76° 48' 10.76'' E		75757	17°35'2.9"L	
					232			110 kV D/c
AP37	692639	1827322	16° 31' 12.07'' N	76° 48' 18'' E		75988	15°52'53.5"R	
					7553			
AP38	698629	1822720	16° 28' 40.62" N	76° 51' 38.52" E		83541	23°24'32.3"L	
					709			Krishna River
AP39	699316	1822547	16° 28' 34.79" N	76° 52' 1.63" E		84250	9°34'51.8"R	
					6544			
AP40	705307	1819916	16° 27' 7.38" N	76° 55' 22.76'' E		90794	28°34'43.9"L	
					244			S.H-15-Huvinhadgi-
				:	244			Devadurga
AP41	705551	1819936	16° 27' 7.98" N	76° 55' 30.97" E		91038	6°50'25.6"L	
					1275			
AP42	706799	1820195	16° 27' 16.01" N	76° 56' 13.14" E		92313	23°44'4.8"L	
					775			AND
AP43	707430	1820644	16° 27' 30.42" N	76° 56' 34.55" E		93087	8°8'46.5"R	
					214			110 kV D/c-Sahapur
AP44	707620	1820743	16° 27' 33.56" N	76° 56' 40.99'' E		93302	37°5'34.9"R	
					422	<u> </u>		
AP45	708036	1820671	16° 27' 31.09" N	76° 56' 54.97'' E		93723	33°0'51.5"R	
					2902			
AP46	710165	1818699	16° 26' 26.28" N	76º 58' 6.09'' E		96625	10°55'1.9"L	
					2925			

AP No.	Easting	Northing	Latitude	Longitude	Span In Mtr.	Cumulative Length	Angle of Deviation	Remarks
AP47	712649	1817153	16° 25' 35.22" N	76° 59' 29.29" E		99551	26°10'2.2"R	
					609			
AP48	712971	1816636	16° 25' 18.3" N	76° 59' 39.98" E		100160	8°49'59.6"L	
					9120			
AP49	718927	1809730	16° 21' 31.75" N	77º 2' 58.34" E		109280	31°17'34.2"L	
					4695			
AP50	723394	1808284	16° 20' 43.26" N	77º 5' 28.32" E		113975	2°49'51.2"R	
					234			110 kV S/c
AP51	723613	1808201	16° 20' 40.49" N	77° 5' 35.66" E		114209	2°43'32.6"L	
***************************************					7257			
AP52	730514	1805954	16° 19' 25.07" N	77° 9' 27.29" E		121466	8°4'26.8"R	
					5113			***************************************
AP53	735105	1803704	16° 18' 10.3" N	77° 12' 1.08" E		126579	29°18'17.7"R	
					216			220 kV D/c-KPTCL
AP54	735227	1803526	16° 18' 4.46" N	77º 12' 5.15" E		126795	0°2'1.9"R	
					237			220 kV S/c-KPTCL
AP55	735362	1803331	16° 17' 58.06" N	77º 12' 9.61" E		127033	28°47'22.2"L	Water Control of the
					2193			
AP56	737322	1802347	16° 17' 25.37" N	77° 13' 15.24" E		129225	15°50'38"L	
					1786			
AP57	739076	1802012	16° 17' 13.85" N	77° 14' 14.17'' E		131011	38°19'48.8"L	
					233			765 kV S/c-Raichur t Solapur
AP58	739282	1802119	16° 17' 17.27" N	77° 14' 21.16'' E		131244	35°46'4.8"R	
					172			

			віјариг РЗ-ка	ichur New 400kV (C		· ·		
AP No.	Easting	Northing	Latitude	Longitude	Span In Mtr.	Cumulative Length	Angle of Deviation	Remarks
AP59	739452	1802094	16° 17' 16.4'' N	77° 14' 26.88" E		131416	42°41'25.9"L	
					237			765 kV S/c -Raichur to Solapur
AP60	739647	1802228	16° 17' 20.69" N	77° 14' 33.5" E		131652	31°8'23.7"R	
					309			
AP61	739956	1802246	16° 17' 21.16'' N	77° 14' 43.91'' E		131962	39°1'46.3"R	
					239			400 kV S/c RCR MNB (NTP
AP62	740150	1802106	16° 17' 16.55" N	77° 14' 50.39'' E		132201	4°20'47.3"L	
					2770			
AP63	742515	1800664	16° 16' 28.78" N	77º 16' 9.48" E		134971	10°16'24.1"R	
					239			400 kV S/c - (RTPS-TGL)KE
AP64	742694	1800505	16° 16' 23.56" N	77° 16' 15.42" E		135210	10°48'48.8"R	
					807			
AP65	743185	1799865	16° 16' 2.57" N	77° 16' 31.73" E		136017	11°28'0.8"R	
					232			400 kV D/c -YER.BAL.(KPT
AP66	743287	1799657	16° 15' 55.76" N	77° 16' 35.08" E		136248	18°46'1.8"L	
					2220	L		*
AP67	744852	1798082	16° 15' 4" N	77° 17' 27.17" E		138468	26°16'13.3"R	
					2708			
AP68	745714	1795515	16° 13' 40.19'' N	77° 17' 55.21" E		141177	47°39'21.4"R	
onto a constituit de alle constituit de la					237			110 kV D/c-Shahapur
AP69	745598	1795308	16° 13' 33.49" N	77° 17' 51.25" E	,	141414	18°51'29"L	
					1354			
AP70	745358	1793975	16° 12' 50.26" N	77° 17' 42.65" E		142768	15°37'59.8"L	
					969			

	Bijapur PS-Raichur New 400kV (Quad ACSR moose) Dc line									
AP No.	Easting	Northing	Latitude	Longitude	Span In Mtr.	Cumulative Length	Angle of Deviation	Remarks		
AP71	745449	1793011	16° 12' 18.86" N	77° 17' 45.35'' E		143736	1°27'33.2"L			
					247			S.H-15-Raichur-Bagalkote		
AP72	745478	1792766	16° 12' 10.87" N	77° 17' 46.25" E		143983	5°40'29.9"R			
					229					
AP73	745483	1792537	16° 12' 3.42" N	77° 17' 46.32" E		144213	28°51'54.9"R			
					236			400 kV D/c- (RTPS-RCR) PGCIL ,400 kV D/c (RCR-GTY PGCIL		
AP74	745373	1792327	16° 11' 56.65" N	77° 17' 42.54'' E		144449	57°55'53.3"R			
					245					
AP75	745128	1792321	16° 11' 56.55" N	77° 17' 34.31" E		144694	34°37'16.1"L			
					268					
AP76	744905	1792468	16° 12' 1.4" N	77° 17' 26.83" E		144961	24°8'52.5"L			
					167					
GANTRY	744740	1792494	16° 12' 2.32" N	77º 17' 21.3" E		145128		Existing 765/400 kV Raichu New Sub Station		



6.4 SUMMARY OF PROPOSED ROUTE

	Summary of the Pro Bijapur PS-Raichur New 400kV (0			
SL. No.	Description	' Proposed Route		
	Bee line length	133.712Km		
1	Line Length	145.128Km		
1	a) Plain	95%		
	b) Undulated terrain	5%		
2	Terrain	Mostly Plain		
3	Snow bound Route (in Meters)	Nil		
4	Length of line in heavy rainfall area which may affect working season (in Meters)	10%-15% line gets affected during rainy Season		
5	a) Angle Points	76		
	Forest	No		
6	a) Reserve Forest	Nil		
	b) Protected Forest	Nil		
	c) Open Scrub	Along the Route		
7	Wildlife infringement	Nil		
8	Animal/Bird Sanctuary	Nil		
9	Infringement of endangered species habitat	No		
10	National Park	Nil		
11	Great Indian Bustard (GIB)area(Priority/GIB Potential Zone)	Nil		
12	Creek, Marshy and low-laying area	No		
13	No. of Pile/Special Foundation required	Nil		
14	Transportation & Maintenance	Available		
		Nos-17		
		110kV S/c-Kembhavi - (AP-12-AP-13)		
		110kV D/c- Kembhavi-Shahapur- (AP-16-AP-17)		
		110kV S/c- KVA -KPTCL- (AP-33-AP-34)		
15	Down Line grassings (1221) (9 above)	220kV S/c-KPTCL -(AP-35-AP-36)		
15	Power Line crossings (132kV & above)	110kV D/c- (AP-36-AP-37)		
		110kV D/c-Sahapura -(AP-43-AP-44)		
		110kV S/c- (AP-50-AP-51)		
		220kV D/c-KPTCL -(AP-53-AP-54)		
		220kV S/c-KPTCL -(AP-54-AP-55)		



765kV S/c-Raichur to Solapur - 765kV S/c-Raichur to Solapur - 400kV S/c-RCR MNB (NTPC) - (400kV S/c- (RTPS-TGL)KEB - (A 400kV D/c- YER.BAL.(KPTCL) - (110kV D/c-Shahapur - (AP- 400kV D/c- (RTPS-RCR) PGCIL- 400kV D/c- (RCR-GTY) PGCIL - (16 Telecom Line Crossing Nil 17 Railway crossings Nil 18 Airport/Air strip Jagatjyoti Shri Basaveshwara Air 19 Upcoming Airport/Aviation zone/Airforce Station Nil 20 Army cantonment/Mining/No go areas/Airstrips Nil River crossings Nos.1 21 a) Major	(AP-59-AP-60) (AP-61-AP-62) AP-63-AP-64) (AP-65-AP-66) -68-AP-69) (AP-73-AP-74) (AP-73-AP-74)		
400kV S/c-RCR MNB (NTPC) - (400kV S/c- (RTPS-TGL)KEB - (A 400kV D/c- YER.BAL.(KPTCL) - (110kV D/c-Shahapur - (AP- 400kV D/c- (RTPS-RCR) PGCIL- 400kV D/c- (RCR-GTY) PGCIL - (400kV D/c- (RCR-GTY) PGCIL - (16 Telecom Line Crossing Nil 17 Railway crossings Nil 18 Airport/Air strip Jagatjyoti Shri Basaveshwara Air 19 Upcoming Airport/Aviation zone/Airforce Station Nil 20 Army cantonment/Mining/No go areas/Airstrips River crossings Nos.1	(AP-61-AP-62) AP-63-AP-64) (AP-65-AP-66) -68-AP-69) (AP-73-AP-74) (AP-73-AP-74)		
400kV S/c- (RTPS-TGL)KEB - (A 400kV D/c- YER.BAL.(KPTCL) - (110kV D/c-Shahapur - (AP-400kV D/c- (RTPS-RCR) PGCIL-400kV D/c- (RCR-GTY) PGCIL - (400kV D/c- (R	AP-63-AP-64) (AP-65-AP-66) -68-AP-69) (AP-73-AP-74) (AP-73-AP-74)		
400kV D/c- YER.BAL.(KPTCL) - (110kV D/c-Shahapur - (AP- 400kV D/c- (RTPS-RCR) PGCIL- 400kV D/c- (RCR-GTY) PGCIL - (16 Telecom Line Crossing Nil 17 Railway crossings Nil 18 Airport/Air strip Jagatjyoti Shri Basaveshwara Air 19 Upcoming Airport/Aviation zone/Airforce Station Nil 20 Army cantonment/Mining/No go areas/Airstrips Nil River crossings Nos.1	(AP-65-AP-66) -68-AP-69) (AP-73-AP-74) (AP-73-AP-74)		
110kV D/c-Shahapur - (AP- 400kV D/c- (RTPS-RCR) PGCIL- 400kV D/c- (RCR-GTY) PGCIL - (16 Telecom Line Crossing Nil 17 Railway crossings Nil 18 Airport/Air strip Jagatjyoti Shri Basaveshwara Air 19 Upcoming Airport/Aviation zone/Airforce Station Nil 20 Army cantonment/Mining/No go areas/Airstrips Nil River crossings Nos.1	(AP-73-AP-74) (AP-73-AP-74)		
400kV D/c- (RTPS-RCR) PGCIL- 400kV D/c- (RCR-GTY) PGCIL- 16 Telecom Line Crossing Nil 17 Railway crossings Nil 18 Airport/Air strip Jagatjyoti Shri Basaveshwara Air 19 Upcoming Airport/Aviation zone/Airforce Station Nil 20 Army cantonment/Mining/No go areas/Airstrips Nil River crossings Nos.1	(AP-73-AP-74) (AP-73-AP-74)		
400kV D/c- (RCR-GTY) PGCIL - (16 Telecom Line Crossing Nil 17 Railway crossings Nil 18 Airport/Air strip Jagatjyoti Shri Basaveshwara Air 19 Upcoming Airport/Aviation zone/Airforce Station 20 Army cantonment/Mining/No go areas/Airstrips Nil River crossings Nos.1	(AP-73-AP-74)		
16 Telecom Line Crossing Nil 17 Railway crossings Nil 18 Airport/Air strip Jagatjyoti Shri Basaveshwara Air 19 Upcoming Airport/Aviation zone/Airforce Station 20 Army cantonment/Mining/No go areas/Airstrips Nil River crossings Nos.1			
17 Railway crossings Nil 18 Airport/Air strip Jagatjyoti Shri Basaveshwara Air 19 Upcoming Airport/Aviation zone/Airforce Station Nil 20 Army cantonment/Mining/No go areas/Airstrips River crossings Nil Nos.1	rport, Vijayapur		
18 Airport/Air strip Jagatjyoti Shri Basaveshwara Air 19 Upcoming Airport/Aviation zone/Airforce Station 20 Army cantonment/Mining/No go areas/Airstrips River crossings Nil Nos.1	rport, Vijayapur		
19 Upcoming Airport/Aviation zone/Airforce Station Nil 20 Army cantonment/Mining/No go areas/Airstrips Nil River crossings Nos.1	rport, Vijayapur		
Station Nil Army cantonment/Mining/No go areas/Airstrips River crossings Nil Nos.1			
areas/Airstrips River crossings NII NII Nos.1			
21 a) Major			
ZI a) iviajui IVII			
b) Minor Krishna River (AP-38-A	\P-39)		
Nos.1			
22 NH Crossings N.H-150A-Javargi-Chamarajana	gar (AP-31-AP-		
32)	**************************************		
Nos.3			
	Kerutagi-Banahatti-S.H-124 (AP-6-AP-7)		
23 SH Crossings Huvinhadgi-Devadurga-S.H-15	(AP-40-AP-41)		
Raichur-Bagalkote-S.H-15 (A	Raichur-Bagalkote-S.H-15 (AP-71-AP-72)		
Land Availability (if required for Acquisition) Available			
i) Extent of land available Available			
24 ii) Land use pattern (agricultural, barren, forest etc.) Agricultural			
iii) Land ownership (Govt. Private, tribal, non- tribal etc) Private			
25 Approaches for construction Available			
26 Wind Zone to be considered inclusive of overlapping Zone			
27 State Karnataka			
28 District Bijapur (Vijayapura), Yadgi	ir, Raichur		

6.5 POWER LINE CROSSING

SL. No.	Circuit Details	Voltage rating in kV / Crossing	Crossing in between Angle Point
1	Single	110kV	AP-12-AP-13
2	Double	110kV	AP-16-AP-17
3	Single	110kV	AP-33-AP-34
4	Single	220kV	AP-35-AP-36
5	Double	110kV	AP-36-AP-37
6	Double	110kV	AP-43-AP-44
7	Single	110kV	AP-50-AP-51
8	Double	220kV	AP-53-AP-54
9	Single	220kV	AP-54-AP-55
10	Single	765kV	AP-57-AP-58
11	Single	765kV	AP-59-AP-60
12	Single	400kV	AP-61-AP-62
13	Single	400kV	AP-63-AP-64
14	Double	400kV	AP-65-AP-66
15	Double	110kV	AP-68-AP-69
16	Double	400kV	AP-73-AP-74
17	Double	400kV	AP-73-AP-74

6.6 RAILWAY LINE CROSSINGS

SL. Name of the No. Railway Line	Type of Gauge Broad / Meter / Narrow	Single/Double Line	Electrified / Non- Electrified	Remarks (Crossing in Between Locs.)		
Nil						

6.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

SL. No.	Name of the Road	Type Of Road National Highway / State Highway	Nearest City/Town from Crossing	Remarks (Crossing Between Loc. No.)
1	Kerutagi-Banahatti	S.H-124	Kerutagi	AP-6-AP-7
2	Javargi-Chamarajanagar	N.H-150A	Shorapur	AP-31-AP-32
3	Huvinhadgi-Devadurga	S.H-15	Devadurga	AP-40-AP-41
4	Raichur-Bagalkote	S.H-15	Raichur	AP-71-AP-72



6.8 FOREST DETAILS (RF/PF)

SL. No.	Section AP to AP	Name of the Forest	Type of Forest (Reserved/Protected/S ocial/Revenue)	Forest Stretches(m)	Affected Forest Area(sqm)		
Nil As Per SOI Toposheets/Social Forest along the Route							

6.9 RIVER CROSSINGS

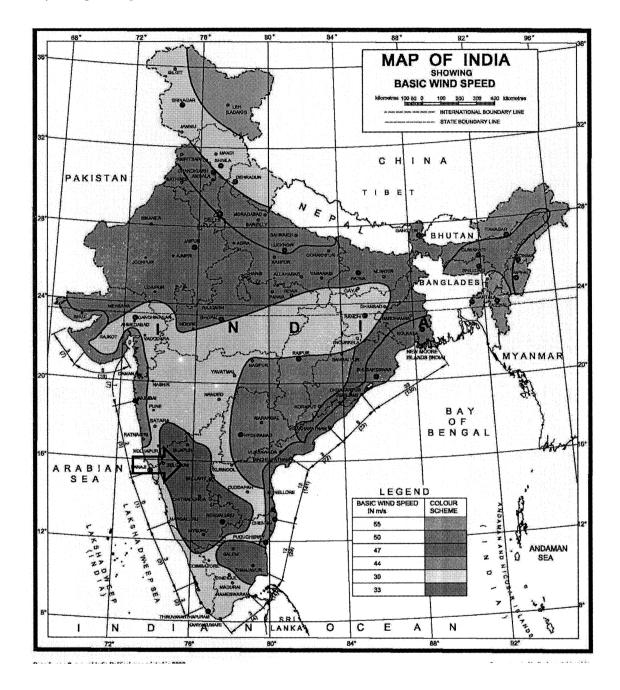
SL. No.	Name of River	Approximate Span in Meters (bank to bank width)	Perennial / Weathered Flow	Navigable / Non - Navigable	Remarks (Crossing in Between Loc. No.)
1	Krishna River	580	Perennial	Navigable	AP-38-AP-39

6.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

		Wildlife/	Elephant Corridor/Bird Sanctuary/GIB C	rossing		
SL. No.	Section AP to AP	Name of the Wildlife	Type of Wildlife (Reserved/Protected/Social/Revenue	Wildlife Stretches(m)	Affected Wild life Area (sqm)	
	Nil					

7.0 WIND ZONE MAP

The Proposed transmission line "BIJAPUR PS - RAICHUR NEW 400 kV (QUAD ACSR MOOSE D/c) LINE "is passing through Wind Zone -1.



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8.0 Results & Conclusion

1. Based on the scope of the transmission scheme and walk over survey conducted by PFCCL. The proposed substation is as indicated below:-

Particulars	Corner	Latitude	Longitude
Village: Kerovara	Corner 1	16°45'28.71"N	76°10'40.82"E
Taluka: Sindgi/Devara Hipparagi	Corner 2	16°45'10.02"N	76°10'35.08"E
District: Bijapur (Vijayapura)	Corner 3	16°45'16.43"N	76°10'12.87"E
State: Karnataka	Corner 4	16°45'34.75"N	76°10'19.29"E

2. The proposed line route is as indicated below:-

Tapping point	Latitude	Longitude	
Proposed S/s 400/220 kV Pooling Station near Bijapur	16° 45' 17.89" N 76° 10' 35.47		
Existing 765/400 kV S/s Raichur New	16º 12' 2.32'' N	77º 17' 21.3" E	

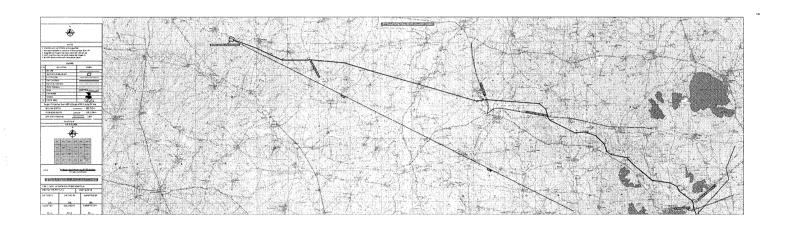
After detailed analysis, the proposed transmission line routes has been observed as most viable routes for alignment due to its good approach, for construction and maintenance of the transmission line after construction.

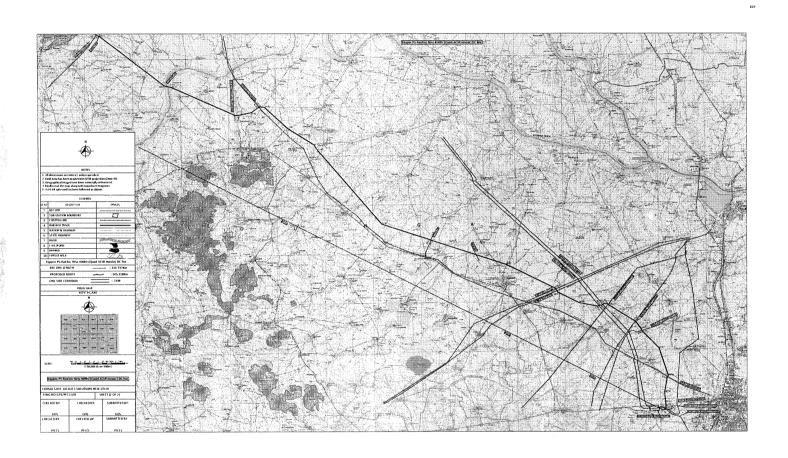
Finally, the Route marked in the route alignment drawing as has been proposed final route.



9.0 ANNEXURES

Annexure I ROUTE ALIGNMENT MAP ON DIGITAL TOPOSHEETS	
Annexure II	PROPOSED SUB-STATION LOCATION MAP ON DIGITAL SOI SHEET





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BPC Route	Jevargi ಜೇವರ್ಗಿ	528gend
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AP7-AP10		
AP7 AP10 6 AP13(6)	AP14	್ಷ Yadgiri ಯಾದಗಿರಿ
A F	18 Mining exploration area as per Ga AP 20 AP 24 Shahapur ಶಹಾವುರ	ali Sriakii Narayanpet నారాయ
ವನ ಬಾಗೇವಾಡಿ	AP23 AP29	
	220kV S/c- KPTCL Wadgera 5	
Talikoti Rural ತಾಳಿಕೋಟಿ ರೂರಲ್	110kV D/c AP37	ನಡಗೇರಾ Saidapur ಸೈದಾಪೂರ
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Annexure -8

REPORT

ON

GEOTECHNICAL INVESTIGATION

FOR

PRE-BID GEOTECHNICAL SURVEY & WALKOVER SURVEY FOR BIJAPUR PS- RAICHUR NEW 400KV (QUAD ACSR MOOSE) D/C LINE

OF

M/S GR INFRAPROJECTS LTD.

BY SLAVIC ENGINEERING CONSULTANCY PRIVATE LIMITED

ADDRESS: Adarsh House, F-322A,1st Floor, Lado Sarai, Delhi 110030 TELE:- +91 9210683014 EMAIL: info@slavicengineering.com WEBSITE: https://slavicengineering.com/

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Sla	IVIC	Engin	eering	Consulta	ncy Privat	e Limited

ACKNOWLEDGEMENT

SLAVIC ENGINEERING CONSULTANCY PRIVATE LIMITED

Acknowledges with thanks for all the assistance provided to us by all officers and staff of M/S GR INFRAPROJECTS LTD., local civil authorities without whose help it may not have been possible to accomplish this assignment.



1.0 INTRODUCTION

The report presented herein deals with field and laboratory investigation carried out to assess the nature of subsoil strata to evaluate the sub-soil parameters for foundation of PRE-BID GEOTECHNICAL SURVEY & WALKOVER SURVEY FOR BIJAPUR PS- RAICHUR NEW 400KV (QUAD ACSR MOOSE) D/C LINE. The work of Soil investigation was awarded to SLAVIC ENGINEERING CONSULTANCY PRIVATE LIMITED by M/S GR INFRAPROJECTS LTD.

1.1 SITE AND STRUCTURE

The investigation was carried out Twelve Locations. For each location, the site is fairly leveled. The field test was carried out in the tower location given at site, by Engineer-In-Charge. This report deals with Location No. BH-1, BH-2, BH-3, BH-4, BH-5, BH-6, BH-7, BH-8, BH-9, BH-10, BH-11, BH-12 & BH-13.

1.2 PURPOSE

The objective of the detailed geo-tech investigation is to interpret the engineering properties of the sub-surface stratum for the purpose of design of the structure.



2.0 SCOPE OF WORK

The scope of work for Soil investigation of these locations comprises of: -

- **2.1** Drilling one 150 mm dia bore hole at each location up to 7.0m depth below ground level or up to refusal whichever occurs earlier.
- 2.2 Collection of disturbed and undisturbed soil samples from the bore holes at regular interval or change of strata.
- 2.3 Conducting Standard Penetration Tests at regular interval as per Indian Standard Specification.
- 2.3 Carrying out lab test to find physical properties of subsoil strata.
- 2.4 Recording the depth of ground water table in bore hole and collecting water sample if water table is met.
- **2.5** Preparation and submission of report in 2 copies incorporating all the data obtained from the field and laboratory tests.

3.0 DEFINITIONS, ABBREVIATIONS & REFRENCECES

3.1 DEFINITIONS

Ultimate bearing capacity (Qult)

It is the maximum soil pressure at the base of the foundation which causes shear failure of the supporting soil.

Allowable Bearing Capacity (qa)

It is the maximum safe soil pressure at the base of the foundation which neither causes shear failure nor produces any settlement in excess of a specified value.

Safe bearing capacity (q_s)

It is the safe soil pressure at the base of the foundation which the soil will resist safely without any risk of shear failure irrespective of any settlement that may occur.

General Shear Failure

This type of failure occurs in stiff clay or dense sand. In this type of failure, failure takes place at a very small strain. The load settlement curve shows a well-defined peak.

Local Shear Failure

This type of failure occurs in medium dense strata, In this type of failure, failure takes place at a very large strain. The load settlement curve does not show a well-defined peak.

3.2 ABBREVIATIONS

SPT Standard Penetration Test

UDS Undisturbed Sample

DS Disturbed Sample

- C Cohesion
- φ Angle of internal Friction

3.3 REFERENCES

IS CODE				
IS 6403:1981	CODE OF PRATICE FOR DETERMINATION OF BREAKING CAPACITY OF SHALLOW FOUNDATIONS			
IS 1498-1970	CLASSIFICATION AND IDENTIFICATION OF SOIL FOR GENERAL ENGINEERING PURPOSE			
IS 1892-1979	CODE OF PRATICE FOR SURFACE INVESTIGATION FOR FOUNDATION			
IS 1892-1979	CODE OF PRATICE FOR SURFACE INVESTIGATION FOR FOUNDATION			
IS 2131-1981	METHOD FOR STANDARD PENETRATION TEST FOR SOILS			



4.0 DETAILS OF FIELD TESTS

4.1 The summary of the fieldwork is given below.

Sr. No.	Location	Co-ordinate	Depth (m)
1	BH-1	16°11'43.90"N 77°16'42.15"E	3.40
2	BH-2	16°14'7.23"N 77°11'59.81"E	3.20
3	ВН-3	16°16'19.49"N 77° 7'34.19"E	3.15
4	ВН-4	16°18'44.22"N 77° 3'4.09"E	3.10
5	BH-5	16°21'52.74"N 76°58'42.42"E	3.05
, 6	ВН-6	16°23'5.78"N 76°54'9.95"E	3.05
7	BH-7	16°25'19.34"N 76°49'44.66"E	3.25
8	ВН-8	16°28'19.70"N 76°44'36.07"E	3.35
9	ВН-9	16°30'45.27"N 76°39'13.30"E	3.45
10	BH-10	16°33'15.45"N 76°34'49.92"E	3.30
11	BH-11	16°36'5.07"N 76°29'40.40"E	3.35
12	BH-12	16°39'19.99"N 76°22'38.00"E	3.15
13	BH-13	16°41'17.85"N 76°18'38.91"E	3.25

At each location, the boring was advanced by using Auger. The boring is done up to 7.0m or upto refusal whichever occurs earlier. The work is carried out under all conditions of the site locations as per direction of Engineer-In-Charge. On each site, the location is given by Engineer-In-Charge.

4.2 STANDARD PENETRATION TESTS

Standard Penetration tests are conducted in all the boreholes at regular intervals. The tests are carried out in accordance with the standard as per IS: 2131-1981.

Standard split spoon sampler is attached to "A" rods and driven by means of standard hammer of 63.5 kg falling from a vertical height of 75.0 cm. The sampler is driven for a total depth of 45.0 cm and the number of blows of last 30.0cm penetration was taken as SPT 'N' values as shown in Table No. 1-13.

4.3 DISTURBED SAMPLES

Disturbed soil samples were collected from all the boreholes at suitable intervals.

All the disturbed samples are kept in plastic airtight containers, duly labeled and transported to the laboratory for testing.

4.4 GROUND WATER TABLE

During the time of our field investigation, Groundwater was not encountered in present investigation. At all the locations during / after rainy season there is possibility of water table rising appreciably.

5.0 LABORATORY TESTS

The aim of conducting the laboratory tests are to properly classify the soil / rock and to obtain type of strata with its particle size analysis, moisture content and specific gravity.

Keeping the above in view, the following tests are carried out on the selected soil samples recovered from the test bore hole.

Particulars of Properties	Ref. I.S Code
1. Liquid limit and plastic limit	IS 2720(Part-V)
2. Natural moisture content	IS 2720(Part-II)
3. Natural dry density	IS 2720(Part-II)
4. Grain size analysis	IS 2720(Part-IV)
5. Specific Gravity	IS 2720(Part-III)
6. Direct Shear Test	IS 2720(Part-XIII)
7. Triaxial shear Test	IS 2720(Part-XI)

All the tests are carried out as per relevant Indian Standards. The test results are shown in Table No.1-13.

6.0 NET ALLOWABLE BEARING CAPACITY

6.1 SHEAR FAILURE APPROACH

The analysis of net safe bearing capacities of soil has been worked out against shear failure approach local shear failure approach has been used for computation of bearing capacity of soil as per IS: 6403 – 1981. Factor of safety equal to 2.50 has been considered throughout in computation of bearing capacity of soil.

The following equations have been used for computation of bearing capacity of soil.

General Shear Approach

 $q_{ult} = c N_c S_c d_c i_c + q (N_q-1) S_q d_q i_q + 0.5 B \gamma N_\gamma S_\gamma d_\gamma i_\gamma \omega'$

Local Shear Approach

 $q_{ult} = 2/3 c N_c S_c d_c i_c + q (N_q-1) S_q d_q i_q + 0.5 B \gamma N_\gamma S_\gamma d_\gamma i_\gamma \omega'$

Where,

Net ultimate bearing capacity : quit

Bearing capacity factors : N_c , N_q , N_γ

Shape factors : $S_{c,} S_{q,} S_{y}$

Inclination factors : i_c, i_q, i_y

Depth factors : $d_{c_i} d_{q_i} d_{\gamma}$

Water correction factor : ω'

Cohesion : c

Density of soil :

Net Overburden pressure : q

6.2 SETTLEMENT APPROACH

The settlement of soil layer in the influence zone has been computed using SPT N values in accordance with IS: 8009 incorporating the suitable water correction. The influence zone of foundation has been considered equivalent to one and half times or twice the width of foundation below the base of foundation. The increased stresses due to superstructure loads are significant. Within the influence zone, therefore, the settlement of foundation system has been computed on the basis of SPT 'N' values.

The observed 'N' values have been corrected for overburden pressure and dilatancy correction as per IS: 2131-1981. The depth correction factor (dc) has not been applied. Bearing capacities of soil have been computed for 50 mm permissible settlement for circular Footing. Water correction factor equal to 0.50 to 1.0 has been considered throughout in computation of bearing capacity of soil.

7.0 DISCUSSION (Soil Profile)

7.1 LOCATION NO. BH-1

- 7.1.1 One bore hole was drilled at this location in soil up to the depth of 3.40m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 1.
- 7.1.2 The sub soil up to a depth of 2.0m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.1.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.0m.
- 7.1.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.2 LOCATION NO. BH-2

- 7.2.1 One bore hole was drilled at this location in soil up to the depth of 3.20m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 2.
- 7.2.2 The sub soil up to a depth of 1.50m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.2.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.2.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.3 LOCATION NO. BH-3

- 7.3.1 One bore hole was drilled at this location in soil up to the depth of 3.15m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 3.
- 7.3.2 The sub soil up to a depth of 1.40m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.3.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.3.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.4 LOCATION NO. BH-4

- 7.4.1 One bore hole was drilled at this location in soil up to the depth of 3.10m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 4.
- 7.4.2 The sub soil up to a depth of 1.30m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.4.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.4.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.5 LOCATION NO. BH-5

- 7.5.1 One bore hole was drilled at this location in soil up to the depth of 3.05m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 5.
- 7.5.2 The sub soil up to a depth of 1.10m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.5.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.5.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.6 LOCATION NO. BH-6

- 7.6.1 One bore hole was drilled at this location in soil up to the depth of 3.05m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 6.
- 7.6.2 The sub soil up to a depth of 1.15m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.6.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.6.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.7 LOCATION NO. BH-7

- 7.7.1 One bore hole was drilled at this location in soil up to the depth of 3.40m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 7.
- 7.7.2 The sub soil up to a depth of 1.65m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.7.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.0m.
- 7.7.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.8 LOCATION NO. BH-8

- 7.8.1 One bore hole was drilled at this location in soil up to the depth of 3.35m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 8.
- 7.8.2 The sub soil up to a depth of 1.50m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.8.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.8.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.9 LOCATION NO. BH-9

- 7.9.1 One bore hole was drilled at this location in soil up to the depth of 3.45m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 9.
- 7.9.2 The sub soil up to a depth of 1.60m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.9.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.9.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.10 LOCATION NO. BH-10

- 7.10.1 One bore hole was drilled at this location in soil up to the depth of 3.30m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 10.
- 7.10.2 The sub soil up to a depth of 1.50m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.10.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.10.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.11 LOCATION NO. BH-11

- 7.11.1 One bore hole was drilled at this location in soil up to the depth of 3.35m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 11.
- 7.11.2 The sub soil up to a depth of 1.80m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.11.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.11.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

7.12 LOCATION NO. BH-12

- 7.12.1 One bore hole was drilled at this location in soil up to the depth of 3.15m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 12.
- 7.12.2 The sub soil up to a depth of 1.15m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.12.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.12.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

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7.13 LOCATION NO. BH-13

- 7.13.1One bore hole was drilled at this location in soil up to the depth of 3.25m below the existing surface elevation. The soil profile obtained from test boring and subsequent laboratory investigation are shown in Table No. 13.
- 7.13.2 The sub soil up to a depth of 1.25m is deposit of clayey silt of intermediate plasticity. Based on IS classification the subsoil is classified as (CI). Further it is underlain by compact silty sand with kankar, murram, gravel (SM/GM) up to the depth of investigation.
- 7.13.3 Standard Penetration test SPT as per IS: 2131 were performed at following depths 1.50m & 3.00m.
- 7.13.4 The water table was not encountered in the present investigation.

 Water table is likely to rise appreciably during / after heavy rains / monsoon as per local information.

8.0 Allowable Bearing Capacity **Shear Consideration**

DEPTH OF FOOTING (m)	SIZE OF FOOTING (m)	Ultimate bearing capacity (Qult)t/m ²	Safe bearing capacity (q's) t/m ²
	ВІ	H-1	
1.0	3.0m x 3.0m	32.23	12.93
2.0	3.0m x 3.0m	34.95	13.98
3.0	3.0m x 3.0m	37.56	15.02
	BI	H-2	
1.0	3.0m x 3.0m	26.29	10.52
2.0	3.0m x 3.0m	28.60	11.44
3.0	3.0m x 3.0m	30.92	12.37
	Bl	Н-3	•
1.0	3.0m x 3.0m	26.13	10.45
2.0	3.0m x 3.0m	28.52	11.41
3.0	3.0m x 3.0m	30.91	12.36
	B	H-4	
1.0	3.0m x 3.0m	32.81	13.12
2.0	3.0m x 3.0m	35.37	14.15
3.0	3.0m x 3.0m	37.92	15.17



DEPTH OF FOOTING (m)	SIZE OF FOOTING (m)	Ultimate bearing capacity (Qult)t/m ²	Safe bearing capacity (q's) t/m ²					
	ВІ	I-5						
1.0	3.0m x 3.0m	34.34	13.74					
2.0	3.0m x 3.0m	36.90	14.76					
3.0	3.0m x 3.0m	39.46	15.78					
	BI	I-6	—					
1.0	3.0m x 3.0m	35.76	14.31					
2.0	3.0m x 3.0m	38.33	15.33					
3.0	3.0m x 3.0m	40.89	16.36					
BH-7								
1.0	3.0m x 3.0m	37.06	14.82					
2.0	3.0m x 3.0m	39.61	15.85					
3.0	3.0m x 3.0m 42.17		16.87					
BH-8								
1.0	3.0m x 3.0m	25.36	10.14					
2.0	3.0m x 3.0m	27.83	11.13					
3.0	3.0m x 3.0m	30.30	12.12					
	ВІ	H-9	·					
1.0	3.0m x 3.0m	31.14	12.46					
2.0	3.0m x 3.0m	33.68	13.47					
3.0	3.0m x 3.0m	36.231	14.49					



DEPTH OF FOOTING (m)	SIZE OF FOOTING (m)	Ultimate bearing capacity (Qult)t/m ²	Safe bearing capacity (q's) t/m ²			
	ВН	[-10				
1.0	3.0m x 3.0m	38.27	15.31			
2.0	3.0m x 3.0m	40.82	16.33			
3.0	3.0m x 3.0m	43.37	17.35			
	ВН	[-11				
1.0	3.0m x 3.0m	38.10	15.24			
2.0	3.0m x 3.0m	40.72	16.29			
3.0	3.0m x 3.0m	43.34	17.33			
BH-12						
1.0	3.0m x 3.0m	27.87	11.15			
2.0	3.0m x 3.0m	30.64	12.25			
3.0	3.0m x 3.0m	33.40	13.36			
	ВН	I-13				
1.0	3.0m x 3.0m	27.67	11.07			
2.0	3.0m x 3.0m	30.51	12.20			
3.0	3.0m x 3.0m	33.34	13.34			

9.1 SPT "N" Values (Observed)

Depth (in m)	BH-1	ВН-2	вн-3	ВН-4	ВН-5	ВН-6
1.5	29	70	65	76	82	77
3.0	>100	>100	>100	>100	>100	>100

Depth (in m)	ВН-7	ВН-8	ВН-9	BH-10	BH-11	BH-12	BH-13
1.5	56	61	57	48	37	74	63
3.0	>100	>100	>100	>100	>100	>100	>100

Calculation for Square Footing Using Settlement consideration BH-1

Depth of foundation

: 1.0m below existing ground level

Size of foundation

: 3.0m x 3.0m

Weighted average minimum corrected 'N' value = 44.27

Settlement Undergone by footing

for (1 kg/ cm2 or 10.0 T/m²) Pressure, = 5.78 mm (Refer Fig 9, IS-8009, Part-1, 1976)

Allowable Bearing Pressure Corresponding to 50mm Allowable settlement

= $50.0*10.0/(5.78) \text{ T/m}^2$ = $86.46t/\text{m}^2$



Bearing capacity as per Settlement Approach

DEPTH OF FOOTING(m)	SIZE OF FOOTING(m)	WEIGHTED AVG. N VALUE	SETTELMENT AS PER SPT "N" IS - 8009 (mm)	WATER CORRECTION	PERMISS. SETTELMENT (mm)	BEARING CAPACITY qsafe (t/m²)			
			BH-1						
1.0	3.0 x 3.0	44.27	5.78	1.0	50	86.46			
2.0	3.0 x 3.0	45.15	5.66	1.0	50	88.30			
3.0	3.0 x 3.0	45.80	5.58	1.0	50	89.66			
			BH-2						
1.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
2.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
3.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
BH-3									
1.0	3.0 x 3.0	50.00	5.08	1.0	. 50	98.46			
2.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
3.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
BH-4									
1.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
2.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
3.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
BH-5									
1.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
2.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
3.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
			BH-6						
1.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
2.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
3.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
			BH-7						
1.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
2.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			
3.0	3.0 x 3.0	50.00	5.08	1.0	50	98.46			



BEARING								
CAPACITY qsafe (t/m²)								
98.46								
98.46								
98.46								
98.46								
98.46								
98.46								
BH-10								
97.31								
97.49								
97.62								
BH-11								
91.03								
92.17								
93.01								
98.46								
98.46								
98.46								
98.46								
98.46								
98.46								



10.0 CONCLUSION AND RECOMMENDATION

- 10.1 The present report covers the soil investigation carried out for Twelve Locations of PRE-BID GEOTECHNICAL SURVEY & WALKOVER SURVEY FOR BIJAPUR PS- RAICHUR NEW 400KV (QUAD ACSR MOOSE) D/C LINE. On each normal location, one borehole was drilled up to 7.0m depth below the existing surface elevation or upto refusal whichever occurs earlier.
- 10.2 Standard penetration tests was conducted in the borehole at regular intervals. The results of SPT 'N' value are shown in Table No.1-13. Undisturbed and disturbed soil samples were also collected from each borehole at regular interval.
- 10.3 Shear strength parameters (ø) conducted using Direct Shear/triaxial apparatus on Undisturbed soil samples. Local shear condition was taken into consideration for computing safe bearing capacity of foundation soils at 1.0m, 2.0m & 3m depth for isolated Footing.
- 10.4 The recommended Allowable bearing capacity based on settlement and shear consideration.

LOCATION NO.	ДЕРТН (М)	Size of Footing (m x m)	ULTIMATE BEARING CAPACITY (t/m²)	SAFE BEARING CAPACITY FROM SHEAR CONSIDERATI ON (t/m²)	BEARING CAPACITY FROM SETTLEMENT CONSIDERATION (t/m²)	RECOMMENDED SAFE BEARING CAPACITY (t/m²)	RECOMMENDED TYPE OF FOUNDATION
200111101	1.0	3.0 x 3.0	32.23	12.93	86.46	12.93	
BH-1	2.0	3.0 x 3.0	34.95	13.98	88.30	13.98	B.C SOIL
	3.0	3.0 x 3.0	37.56	15.02	89.66	15.02	



BH-2	***************************************
3.0 3.0 x 3.0 30.92 12.37 98.46 12.37 BH-3 1.0 3.0 x 3.0 26.13 10.45 98.46 10.45 2.0 3.0 x 3.0 28.52 11.41 98.46 11.41 BH-4 2.0 3.0 x 3.0 32.81 13.12 98.46 14.15 3.0 3.0 x 3.0 35.37 14.15 98.46 14.15 3.0 3.0 x 3.0 37.92 15.17 98.46 15.17 BH-5 2.0 3.0 x 3.0 34.34 13.74 98.46 14.76 3.0 3.0 x 3.0 36.90 14.76 98.46 14.76 3.0 3.0 x 3.0 35.76 14.31 98.46 14.31 BH-6 2.0 3.0 x 3.0 35.76 14.31 98.46 14.31 BH-7 2.0 3.0 x 3.0 37.06 14.82 98.46 16.36 BH-7 2.0 3.0 x 3.0 39.61 15.85 98.46 15.85 BH-8 2.0 3.0 x 3.0 39.61 15.85 98.46 10.14 BH-8 2.0 3.0 x 3.0 30.30 12.12 98.46 11.13 BH-9 2.0 3.0 x 3.0 33.68 13.47 98.46 13.47 BH-9 2.0 3.0 x 3.0 33.68 13.47 98.46 14.49 BH-9 2.0 3.0 x 3.0 33.68 13.47 98.46 14.49 BH-9 1.0 3.0 x 3.0 36.23 14.49 98.46 14.49 1.0 3.0 x 3.0 38.27 15.31 97.31 15.31	***************************************
BH-3 BH-3 1.0	L
BH-3 2.0	L
BH-4 BH-4 3.0 3.0 x 3.0 30.91 12.36 98.46 12.36 1.0 3.0 x 3.0 32.81 13.12 98.46 13.12 2.0 3.0 x 3.0 35.37 14.15 98.46 14.15 3.0 3.0 x 3.0 37.92 15.17 98.46 15.17 1.0 3.0 x 3.0 34.34 13.74 98.46 13.74 BH-5 2.0 3.0 x 3.0 36.90 14.76 98.46 14.76 3.0 3.0 x 3.0 39.46 15.78 98.46 15.78 1.0 3.0 x 3.0 35.76 14.31 98.46 14.31 BH-6 2.0 3.0 x 3.0 38.33 15.33 98.46 15.33 3.0 3.0 x 3.0 37.06 14.82 98.46 16.36 BH-7 2.0 3.0 x 3.0 37.06 14.82 98.46 15.85 3.0 3.0 x 3.0 39.61 15.85 98.46 16.87 BH-8 2.0 3.0 x 3.0 25.36 10.14 98.46 10.14 BH-9 2.0 3.0 x 3.0 30.30 12.12 98.46 11.13 BH-9 2.0 3.0 x 3.0 33.68 13.47 98.46 13.47 3.0 3.0 x 3.0 36.23 14.49 98.46 14.49 1.0 3.0 x 3.0 38.27 15.31 97.31 15.31	L
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BH-10 2.0 3.0 x 3.0 40.82 16.33 97.49 16.33 B.C SC	L
3.0 3.0 x 3.0 43.37 17.35 97.62 17.35	
1.0 3.0 x 3.0 38.10 15.24 91.03 15.24	
BH-11 2.0 3.0 x 3.0 40.72 16.29 92.17 16.29 B.C SC	L
3.0 3.0 x 3.0 43.34 17.33 93.01 17.33	
1.0 3.0 x 3.0 27.87 11.15 98.46 11.15	
BH-12 2.0 3.0 x 3.0 30.64 12.25 98.46 12.25 B.C SC	L
3.0 3.0 x 3.0 33.40 13.36 98.46 13.36	
1.0 3.0 x 3.0 27.67 11.07 98.46 11.07	
BH-13 2.0 3.0 x 3.0 30.51 12.20 98.46 12.20 B.C SC	1
3.0 3.0 x 3.0 33.34 13.34 98.46 13.34	-



- **10.5** The water table encountered at 24 hour after the time of investigation has been given in Table No. 1-13. At all the locations during / after rainy season there is possibility of water table rising appreciably.
- 10.6 The above recommendations are based on the collected field data, laboratory tests conducted on the soil samples recovered from the tests locations and our experience in this regard. If the actual subsoil conditions during boring for foundation vary from what has been reported, the consultants are to be referred for suggestion.

REPORT

ON

GEOTECHNICAL INVESTIGATION

FOR

PRE-BID GEOTECHNICAL SURVEY & WALKOVER SURVEY FOR BIJAPUR PS- RAICHUR NEW 400KV (QUAD ACSR MOOSE) D/C LINE

OF

M/S GR INFRAPROJECTS LTD.

SLAVIC ENGINEERING CONSULTANCY PRIVATE LIMITED.

ADDRESS: Adarsh House, F-322A,1st Floor, Lado Sarai, Delhi 110030 TELE:- +91 9210683014 EMAIL: info@slavicengineering.com WEBSITE: https://slavicengineering.com/

Slavic Engineering Consultancy Private Limited.

ACKNOWLEDGEMENT

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1.0 INTRODUCTION

The report presented herein deals with field and laboratory investigation carried out to assess the nature of subsoil strata to evaluate the sub-soil parameters for structures / equipment foundations of PRE-BID GEOTECHNICAL SURVEY & WALKOVER SURVEY FOR BIJAPUR PS-RAICHUR NEW 400KV (QUAD ACSR MOOSE) D/C LINE. The work of soil investigation was awarded to SLAVIC ENGINEERING CONSULTANCY PRIVATE LIMITED. by M/S GR INFRAPROJECTS LTD.

1.1 SITE AND STRUCTURE

The investigation was carried out at the locations of Three boreholes, at each location, the site was found fairly leveled. The field test was carried out in the site as given and marked, by Engineer-In-Charge. This report deals with Location No.

BH-14 (16°45'29.99"N 76°10'32.85"E)

BH-15 (16°45'26.43"N 76°10'36.46"E) &

BH-16 (16°45'27.21"N 76°10'31.79"E)

2.0 SCOPE OF WORK

The detailed scope of work of geotechnical investigation for the project was limited to the following:

- ➤ Mobilization of equipment and personnel to the project site, setting up the equipment and carrying out the field investigation and demobilization of the same after completion of field work.
- ➤ Drilling of 6 boreholes of 150mm dia borehole using rotary machine up to the depth of 7.0m or upto refusal strata from the existing ground level.
- ➤ Conducting Standard Penetration test at regular depth intervals of 1.5m or at the change of Strata whichever occurs earlier and also collect each SPT samples for further testing.
- > Collection of the undisturbed and disturbed soil samples at as per standard interval depth interval or at the change of the strata whichever occurs earlier.
- > Recording the depth of ground water table in the borehole (If observed).

#

3.0 DETAILS OF FIELD TESTS

3.1 BORING

At each location, The boring was advanced by using Auger and shell method/chiseling or a trial pits were dug. The boring was terminated 7.0m or refusal whichever met earlier. The work was carried out at all locations at site as per direction of Engineer-In-Charge at each site. The locations were provided by Engineer-In-Charge.

3.2 STANDARD PENETRATION TESTS

Standard Penetration tests were conducted in all the boreholes at regular intervals. The tests were carried out in accordance with the standard as per IS: 2131-1981. (Reaffirmed 1997)

3.2.1 PROCEDURE OF CONDUCTING SPT IN BRIEF

Standard split spoon sampler was attached to "A" rods and driven by means of standard hammer of 63.5 KG falling from a vertical height of 75.0 cm. The sampler was driven for a total depth of 45.0 cm and the number of blows for 30.0cm penetration was taken as SPT 'N' values as shown in Table No. 1 to 3.

4.0 LABORATORY TESTS

The aim of conducting the laboratory tests are to properly classify the soil / rock and to obtain type of strata with its particle size analysis, moisture content and specific gravity.

Keeping the above in view, the following tests were to be carried out on the selected soil samples recovered from the test bore hole at tower location: -

- 1. Liquid limit and plastic limit;
- 2. Natural moisture content;
- 3. Natural dry density / Bulk density
- 4. Grain size analysis;
- 5. Hydrometer Analysis
- 6. Triaxial / Direct shear test;

All the tests were carried out as per relevant Indian Standards. The test results are shown in Table Nos. 1 to 3.

5.0 FIELD INVESTIGATION

- The testing equipment and personnel were mobilized to the site for carrying out the requisite field works. These equipment were shifted from one test location to another location during the progress of fieldwork and demobilized on satisfactory completion of entire fieldwork.
- ➤ Four boreholes of 150mm dia were drilled at the proposed site using rotary machine or auger methods in accordance with IS: 1892- 1976. The boreholes were terminated at a depth of 7.0m from the existing ground level.
- Standard penetration tests were conducted in all boreholes at regular intervals of 1.5m. The bore was cleaned up to the desired depth where the SPT test was conducted. Standard split spoon sampler was attached to lower end of 'A' size drill rods and driven into the borehole by means of standard hammer of 63.5 Kg. falling freely from a height of 75 cm. The sampler was driven 45cm and the number of blows required for the first 15cm penetration was not taken into account. This was considered as seating drive. The number of blows for the penetration of last 30 cm was designated as SPT 'N' values.
- ➤ Un-disturbed soil samples were also collected in thin walled sampling tubes of 100mm dia and 450mm length from all the bores at regular intervals as per IS: 2131-1981. These sampling tube after retrieval from the boreholes were properly waxed and sealed at both ends. These soil samples were carefully labeled and transported to the laboratory for testing.
- > The ground water table in the borehole was generally measured after 24 hours of the boring or after the full stabilization of water level in boreholes.

6.0 INTERPRETATION OF TEST RESULTS LOCATION NO. BH-14, BH-15 & BH-16

- 6.1 Geotechnical investigation for PRE-BID GEOTECHNICAL SURVEY & WALKOVER SURVEY FOR BIJAPUR PS- RAICHUR NEW 400KV (QUAD ACSR MOOSE) D/C LINE were under taken by SLAVIC ENGINEERING CONSULTANCY PRIVATE LIMITED. Three boreholes were drilled upto 7.0 depth or upto refusal. The location of borehole BH-14, BH-15 & BH-16 were marked by the Engineer in Charge at Site.
- 6.2 Standard Penetration Test (SPT) carried in BH-14, BH-15 & BH-16 according to IS:2131-1981 (Reaffirm 1987) were recorded observed N-values at 1.5m & 3.0m depth.

6.3 Laboratory Test

The following laboratory tests were undertaken according to relevant IS code of practices in relation to physical properties and shear strength parameters of sub soil strata.

6.3.1 Grain Size Analysis

Undisturbed soil samples (UDS) collected from various depth from BH-1 to BH-6 were taken to carry out the grain size analysis according to IS: 2720 Part-4-1983: The test results as obtained are tabulated in Tables 1 to 3 mentioning percentage of gravels, sand, silt and clay fraction. The particle size distribution curves are shown.

6.3.2 Atterberg Limits

The Soil samples collected from various depth were found non cohesive soils in nature and placed under non plastic soil according to IS: 2720 part – 5 -1985. The results as obtained are indicated Tables 1 to 3.

6.3.3 Specific Gravity

Specific gravity of soils collected from various borehole were determined according to IS: 2720 Part-3 Sec-1 and 2. The results as obtained are tabulated in tables 1 to 3.

6.3.4 Bulk density, Dry density, Moisture content and Submerged density.

Bulk density, dry density moisture content and submerged density of UDS samples collected from depth were determined according to relevant IS code of practices are tabulated in Tables 1 to 3.

6.3.5 Shear Strength parameters

The direct shear test were carried out for soil of non-plastic nature to evaluate shear parameters (c) and (ø) following IS: 2720 part -13-1986. The results are tabulated in Tables 1 to 3.

6.3.6 Classification of Soil and Bore log.

On the basis of physical properties, the soil layers were classified according to IS:1498-1970. Accordingly bore log for each bore hole was prepared and shown. The soil strata as classified and identified including soil layer number thickness soil layer and the shear parameters and unit weight are also indicated.

#

Loc No: BH-14

The sub soil layers were classified as soil of CI & SM/GM group from existing ground level to 3.35m depth.

Loc No: BH-15

The sub soil layers were classified as soil of CI & SM/GM group from existing ground level to 3.45m depth.

Loc No: BH-16

The sub soil layers were classified as soil of CI & SM/GM group from existing ground level to 3.45m depth.

Table - 1 Water Table in Bore Hole

Loc No.	Presence of Water Table from EGL (m)		
BH-14	NIL		
BH-15	NIL		
BH-16	NIL		



7.0 SETTLEMENT APPROACH

The settlement of soil layer in the influence zone has been computed using SPT N values in accordance with IS: 8009 incorporating the suitable water correction. The influence zone of foundation has been considered equivalent to one and half times or Twice the width of foundation below the base of foundation. The increased stresses due to superstructure loads are significant. Within the influence zone, therefore, the settlement of foundation system has been computed on the basis of SPT 'N' values.

The observed 'N' values have been corrected for overburden pressure correction as per IS: 2131-1981. The depth correction factor (dc) has not been applied. Bearing capacities of soil have been computed for 50 mm permissible settlement for square footing. Water correction factor equal to 0.5 has been considered throughout in computation of bearing capacity of soil.



8.1 Location: BH-1 TO BH-6

Depth in (m)	BH-14	BH-15	BH-16
1.5	25	21	29
3.0	>100	>100	>100

Typical Calculation for Square Footing Using Settlement consideration (BH-14)

Depth of foundation: 0.50m below existing ground level

Width of foundation: 1.00m

Weighted average minimum corrected 'N' value = 25.00

Settlement for 1 kg/ cm2 or 10.0 T/m² Pressure, = 7.77mm (Refer

Fig. 9, IS- 8009, Part-1, 1976

Allowable Bearing Pressure Corresponding to 50mm Allowable settlement

 $= 50.0x10.0/(7.77) T/m^2$

 $= 64.37 \text{ T/m}^2$

Bearing capacity as per Settlement Approach

	•					
DEPTH OF FOOTING(m)	SIZE OF FOOTING(m)	WEIGHTED AVG. N VALUE	SETTELMENT AS PER SPT "N" IS - 8009 (mm)	WATER CORRECTION	PERMISS. SETTELMENT (mm)	BEARING CAPACITY qsafe (t/m2)
0.5			BH-14			
0.5	1.0 X 1.0	25.00	7.77	1.0	50	64.37
	2.0 X 2.0	37.50	6.33	1.0	50	78.99
1.0	1.0 X 1.0	25.00	7.77	1.0	50	64.37
	2.0 X 2.0	39.29	6.02	1.0	50	83.08
2.0	2.0 X 2.0	41.67	5.65	1.0	50	88.53
	3.0 X 3.0	44.23	5.79	1.0	50	86.37
	4.0 X 4.0	45.59	5.87	1.0	50	85.21
3.0	3.0 X 3.0	45.00	5.68	1.0	50	87.98
	4.0 X 4.0	46.05	5.80	1.0	50	86.13
	RAFT FOOTING					
3.0	6.0 X 8.0	47.22	5.92	1.0	50	84.41



DEPTH OF FOOTING(m)	SIZE OF FOOTING(m)	WEIGHTED AVG. N VALUE	SETTELMENT AS PER SPT "N" IS - 8009 (mm)	WATER CORRECTION	PERMISS. SETTELMENT (mm)	BEARING CAPACITY qsafe (t/m2)
			BH-15			
0.5	1.0 X 1.0	21.00	9.49	1.0	50	52.66
	2.0 X 2.0	35.50	6.72	1.0	50	74.41
1.0	1.0 X 1.0	21.00	9.49	1.0	50	52.66
	2.0 X 2.0	37.57	6.32	1.0	50	79.15
2.0	2.0 X 2.0	40.33	5.85	1.0	50	85.48
	3.0 X 3.0	43.31	5.92	1.0	50	84.44
	4.0 X 4.0	44.88	5.97	1.0	50	83.79
3.0	3.0 X 3.0	44.20	5.79	1.0	50	86.31
	4.0 X 4.0	45.42	5.89	1.0	50	84.87
	RAFT FOOTING					
3.0	6.0 X 8.0	46.78	5.98	1.0	50	83.56



P	Y			·		
DEPTH OF FOOTING(m)	SIZE OF FOOTING(m)	WEIGHTED AVG. N VALUE	SETTELMENT AS PER SPT "N" IS - 8009 (mm)	WATER CORRECTION	PERMISS. SETTELMENT (mm)	BEARING CAPACITY qsafe (t/m2)
			BH-16			
0.5	1.0 X 1.0	29.00	6.57	1.0	50	76.07
	2.0 X 2.0	39.50	5.98	1.0	50	83.57
1.0	1.0 X 1.0	29.00	6.57	1.0	50	76.07
	2.0 X 2.0	41.00	5.75	1.0	50	87.00
2.0	2.0 X 2.0	43.00	5.46	1.0	50	91.58
	3.0 X 3.0	45.15	5.66	1.0	50	88.30
	4.0 X _. 4.0	46.29	5.77	1.0	50	86.62
3.0	3.0 X 3.0	45.80	5.58	1.0	50	89.66
	4.0 X 4.0	46.68	5.72	1.0	50	87.40
	RAFT FOOTING					
3.0	6.0 X 8.0	47.67	5.86	1.0	50	85.26



8.2 Allowable Bearing Capacity

Shear Consideration

DEPTH OF FOOTING (m)	SIZE OF FOOTING (m)	ULTIMATE BEARING CAPACITY (Q _{ULT}) T/m ²	SAFE BEARING CAPACITY (Q's) T/m ²			
	(BH-14)					
0.5	1.0m x 1.0m	33.13	13.25			
0.3	2.0m x 2.0m	31.80	12.72			
1.0	1.0m x 1.0m	36.51	14.60			
	2.0m x 2.0m	33.60	13.44			
	2.0m x 2.0m	37.20	14.88			
2.0	3.0m x 3.0m	35.34	14.14			
	4.0m x 4.0m	34.53	13.81			
3.0	3.0m x 3.0m	37.88	15.15			
	4.0m x 4.0m	36.55	14.62			
	RAFT FOOTING					
3.0	6.0m x 8.0m	31.46	12.59			

DEPTH OF FOOTING (m)	SIZE OF FOOTING (m)	ULTIMATE BEARING CAPACITY (Q _{ULT}) T/m ²	SAFE BEARING CAPACITY (Q's) T/m ²		
		(BH-15)			
0.5	1.0m x 1.0m	29.68	11.87		
0.3	2.0m x 2.0m	28.47	11.39		
1.0	1.0m x 1.0m	32.66	13.06		
	2.0m x 2.0m	30.05	12.02		
	2.0m x 2.0m	33.21	13.28		
2.0	3.0m x 3.0m	31.54	12.61		
	4.0m x 4.0m	30.80	12.32		
3.0	3.0m x 3.0m	33.76	13.50		
	4.0m x 4.0m	32.55	13.02		
	RAFT FOOTING				
3.0	6.0m x 8.0m	27.98	11.19		

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DEPTH OF FOOTING (m)	SIZE OF FOOTING (m)	ULTIMATE BEARING CAPACITY (Qult) T/m ²	SAFE BEARING CAPACITY (Q's) T/m ²
		(BH-16)	
0.5	1.0m x 1.0m	37.47	14.99
0.5	2.0m x 2.0m	35.85	14.34
1.0	1.0m x 1.0m	41.11	16.44
	2.0m x 2.0m	37.73	15.09
	2.0m x 2.0m	41.48	16.59
2.0	3.0m x 3.0m	39.28	15.71
	4.0m x 4.0m	38.24	15.30
3.0	3.0m x 3.0m	41.86	16.74
	4.0m x 4.0m	40.24	16.10
	RA	FT FOOTING	
3.0	6.0m x 8.0m	34.33	13.73



9.0 CONCLUDING REMARKS AND RECOMMENDATION

Based on the field and laboratory investigation the following concluding remarks and recommendation are offered.

- 9.1 The present report covers the soil investigation carried out for Three normal locations (BH-14, BH-15 & BH-16). On each normal location, one borehole was drilled up to 7.0m depth below the existing surface elevation or up to refusal.
- **9.2** Allowable Bearing Capacity on Shear and Settlement Consideration Isolated Footing.

PRE-BID GEOTECHNICAL SURVEY & WALKOVER SURVEY FOR BIJAPUR PS- RAICHUR NEW 400KV (QUAD ACSR MOOSE) D/C LINE (BH-14, BH-15 & BH-16)

DEPTH (M)	Size of Footing (m x m)	ULTIMATE BEARING CAPACITY (t/m²)	SAFE BEARING CAPACITY FROM SHEAR CONSIDERATION (t/m²)	BEARING CAPACITY FROM SETTLEMENT CONSIDERATION (t/m²)		
	BH-14 (16°45'29.99"N 76°10'32.85"E)					
0.5	1.0 x 1.0	33.13	13.25	64.37		
0.5	2.0 x 2.0	31.80	12.72	78.99		
4.0	1.0 x 1.0	36.51	14.60	64.37		
1.0	2.0 x 2.0	33.60	13.44	83.08		
	2.0 x 2.0	37.20	14.88	88.53		
2.0	3.0 x 3.0	35.34	14.14	86.37		
	4.0 x 4.0	34.53	13.81	85.21		
2.0	3.0 x 3.0	37.88	15.15	87.98		
3.0	4.0 x 4.0	36.55	14.62	86.13		
	RAFT FOOTING					
3.0	6.0 x 8.0	31.46	12.59	84.41		



DEPTH (M)	Size of Footing (m x m)	ULTIMATE BEARING CAPACITY (t/m²)	SAFE BEARING CAPACITY FROM SHEAR CONSIDERATION (t/m²)	BEARING CAPACITY FROM SETTLEMENT CONSIDERATION (t/m²)	
	BH-1	5 (16°45'26.43"N	76°10'36.46"E)		
0.5	1.0 x 1.0	29.68	11.87	52.66	
0.5	2.0 x 2.0	28.47	11.39	74.41	
4.0	1.0 x 1.0	32.66	13.06	52.66	
1.0	2.0 x 2.0	30.05	12.02	79.15	
	2.0 x 2.0	33.21	13.28	85.48	
2.0	3.0 x 3.0	31.54	12.61	84.44	
	4.0 x 4.0	30.80	12.32	83.79	
2.0	3.0 x 3.0	33.76	13.50	86.31	
3.0	4.0 x 4.0	32.55	13.02	84.87	
	RAFT FOOTING				
3.0	6.0 x 8.0	27.98	11.19	83.56	

DEPTH (M)	Size of Footing (m x m)	ULTIMATE BEARING CAPACITY (t/m²)	SAFE BEARING CAPACITY FROM SHEAR CONSIDERATION (t/m²)	BEARING CAPACITY FROM SETTLEMENT CONSIDERATION (t/m²)		
	BH-16 (16°45'27.21"N 76°10'31.79"E)					
0.5	1.0 x 1.0	37.47	14.99	76.07		
0.5	2.0 x 2.0	35.85	14.34	83.57		
4.0	1.0 x 1.0	41.11	16.44	76.07		
1.0	2.0 x 2.0	37.73	15.09	87.00		
	2.0 x 2.0	41.48	16.59	91.58		
2.0	3.0 x 3.0	39.28	15.71	88.30		
	4.0 x 4.0	38.24	15.30	86.62		
2.0	3.0 x 3.0	41.86	16.74	89.66		
3.0	4.0 x 4.0	40.24	16.10	87.40		
	RAFT FOOTING					
3.0	6.0 x 8.0	34.33	13.73	85.26		



- 9.3 The report relates to the geotechnical investigation upto 7.0m depth carried out at Sub Station Area. Any change in location of Sub Station need a fresh study.
- 9.4 Standard penetration tests were conducted in all the boreholes at regular intervals according to IS:2131-1981. The results of SPT 'N' value are shown in Tables No.1 to 3. Undisturbed and disturbed soil samples were also collected from each borehole at regular interval for conducting laboratory tests.
- 9.5 The results of various laboratory test conducted on selected soil samples are shown in Tables No.1 to 3. All the tests were carried out as per relevant Indian Standards. Interpretation of test results on field and laboratory investigation are discussed in para 9.1 and 9.2.
- **9.6** The ultimate safe and allowable bearing capacity of foundation soil computed on the consideration of shear strength criteria and settlement criteria are provided in para 9.1 and 9.2.
- 9.7 The water table encountered at 24 hour after the time of investigation (Table No. 1 to 3). There is possibility of water table to raise appreciably during rainy season at both locations.
- **9.8** Factor of safety.in all the safe bearing capacity calculation have been taken equal to 2.5.
- 9.9 The above recommendations are based on the collected field data, and laboratory tests conducted on the soil samples recovered from the test locations. If the actual sub-soil conditions during excavation vary in





Date: 20.08.2024

SITE VISIT REPORT Bijapur- Raichur

Visit Date:

Scope of work: TRANSMISSION SCHEME FOR INTEGRATION OF BIJAPUR REZ IN KARNATAKA.

- A. Substation:
- 1. Establishment of 400/220 kV, 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka
- 2. 400 kV line bays 2 nos. (at Raichur New)
- **B. Transmission Line:**
- 1. Bijapur PS Raichur New 400kV (Quad ACSR moose) D/c line- 150 kms

Key points covered during site visit

Sr. No	Particulars	Details
		Proposed S/s 400/220 kV Pooling Station near Bijapur
		16° 45' 17.89" N 76° 10' 35.47" E
4		Existing 765/400 kV S/s Raichur New
1.	Location Coordinate	16° 12' 2.32" N 77° 17' 21.3" E
2.	State/District/Town/ Tehsil	Karnataka/Vijayapura/Korwar(Dewar)
3.	Defense installations	No
4.	Densely populated or built-up area	No
5.	Site dimensions	680 mtrx680 mtr
6.	Site Altitude	1000 mtr
7.	SLD	NA
8.	Layout/Contour	NA
		Well-connected Road to Bijapur & Raichur (PGCIL)
_		substation
9.	Road condition to site	
10.	Cian filling	Both Bijapur & Raichur at Road level, no filling required
10.	Site filling	
11.	Availability of Labour/ contractor	Local Labour available.
12.	Construction materials	Available at 10 kms from Bijapur substation site at Devoor
13.		•
	Availability of ground water	Available
14.	Availability of disposal of rain/storm	
	water	Available
15.	Unloading facility at railway station	Bljapur
16.	Nearest EHV line	No
17.	Construction power source.	11 KV Line Available





18.	Availability of construction water	Available at chargeable Basis
19.	Availability of drinking water	Available at chargeable Basis
20.	Seismic zones , Wind Zone	Seismic zone 2 , Wind Zone I
21.		
	Natural Hazards Suscepts Condition	NA
22.		Normal soil, wet soil, Black cotton & soft Rock (Murram),
	Type of soil	fissured rock, boulders, wet fissured rock
23.		Mostly line is passing through the agriculture land. No hilly
	Land sandisian	area & forest.
24	Land condition	
24.	RoW	No major ROW
25.	Forest Clearance	Not Required
26.	Name of nearest airport	Hubli
		1.11KV line is passing through land parcel of
		Bijapur substation. Required shifting.
		2. 11 no of Neem tree are on Raichur Substation.
27	Diamentine West	Tree cutting may required.
27.	Dismantling Work	Mr. Down Dunlands the law 15 DCCU 0700700424
		Mr. Ram Prakash thakur, J.E PGCIL- 9708790424
	Person to be contacted for site	Mr. Praveen, Manager, PGCIL- 7981514342
	visit	
28.	VISIC	1 Timing the state of the state
		1. Line is passing through plain area, no major ROW, Railway crossing, only one NH crossing,
		no forest.
		2. Bijapur substation land parcel is on road, other
29.	Special Information	land parcel is also available in vicinity.
30.	Site photographs	Attached
	Risk/Opportunity	No Major risk.
31.		-
32.	Construction	Construction material quotation attached.
33.	Company done site visit	Skipper, Transrail
34.	Local Contractors working with	
	Client (Name, contact no)	Not Available
35.	Type of crop at the time of site visit	Rice, cotton, pulses.
L		



Other Important Information:

1. BPC Survey Report: Inputs given in the site visit report by BPC are matching with our actual site, please highlight the difference you noticed and other information captured during your visit.	Our line Length- 137 kms BPC Line Length- 145 kms AP- GRIL- 57 nos AP- BPC- 76 nos
Land rate and availability of land as per RFP requirements.	Rs 15-20 lacs/Acre
3. Competitor who visited site, any available information please add in your report.	Not Known
4. Schedule and Timeline	
a. Timeline Feasibility: Is the proposed timeline of 24 months for project execution realistic given the current site conditions and any identified challenges?	24 months is enough for project execution
b. Risk of Delays: What are the major risks that could lead to delays? How can these be mitigated? Please update the RISK register accordingly.	Land Purchase for Bijapur Substation (Approx 11 land owners) tree cutting in Transmission line
A. Next Steps and Recommendations	
Action Items: What immediate actions are recommended based on the findings from the site visit?	To find & get a quotation from good Land Agreegator, who can help us to get proposed or any nearby land parcel.
2. Additional Site Visits: Is there a need for additional site visits or follow-up assessments before proceeding with the project?	Not Required
B. Communication and Coordination	
a. Stakeholder Communication: How effectively are we communicating with all stakeholders involved in the project? Are there any gaps that need to be filled?	NO
b. Clarification to be sought from BPC based on survey report.	Already submitted.

Site Photographs: Attached as separate file

2	
Existing System PSLD Available Busbar Scheme Make Central Complete Model No. of central Unit along with photograph Complete Model No. of Peripheral Unit along with photograph Availability of ports in Central Unit to cater present scope bays Existing bus bar protection location from existing SPR 3 Existing line protection Make/Model GE Make Port Availability for Integration for Present Scope of Bay Existing Fote Make Manuff Existing Fote Make Existing Fote Make Existing Fote Model No. along with photograph Port availability to integrate 2 line bay Existing PLCC Make Existing PLCC Make Existing PLCC Make In Part	ble
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Sr. No	Description	Input Required	
20	Control room location wrt new bay/SPR	Mark on Drg	300 mtr
21	SAS room location 1st floor/Ground Floor ?		First Floor, SAS-GE Make
22	External Light on Beam or Tower		Beam
23	Existing Bus Bar Scheme Drg		SLD avaialable
24	Line protection Drg		NA
25	SAS Architecture Drg	•	NA
26	FOTE Architecture		NA
27	Illumination Layout Existing		NA
28	Cable Trench Layout		NA
29	Section drg, EKD		NA
30	SPR	AC detail	2 no Industrial AC, Lighting Fixures & Smoke detector
31	Other Important Points		Substation is constructed by BHEL & KEC in 2013
32	Person Contacted		Mr. ram Prakash Thakur(JE)- PGCIL 9708790424 Mr. Praveen- Mgr- PGCIL- 7981514342



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G R INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN: L45201GJ1995PLC098652

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:

25-09-2024

To,

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

Dear Sir,

Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Inter-State Sub: transmission system for "Transmission Scheme for Integration of Bijapur REZ in Karnataka"

We hereby undertake on our own behalf and on behalf of the TSP, that if selected as the Successful Bidder for the Project:

- The Project shall comply with all the relevant electricity laws, codes, regulations, standards and 1. 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.
- We confirm that the Project shall also comply with the standards and codes as per Clause 1.6.1.2 of 2. the RFP and the TSP shall comply with the provisions contained in the Central Electricity Regulatory Commission Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters Open Access) Regulations, 2009.
- We give our unconditional acceptance to the RFP dated June 01, 2024 issued by the BPC and the 3. RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure 21 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.

Our Bid is valid up to the period required under Clause 2.8 of the RFP.

Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed with this undertaking.

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

Email; info@grinfra.com | Website: www.grinfra.com





G R INFRAPROJECTS LIMITED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN: L45201GJ1995PLC098652

- 7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement, to the extent and only in relation to equity lock in and our liability thereof shall get modified to give effect to the provisions of Clause 2.5.8 of this RFP and Article 18.1 of the Transmission Service Agreement. (Note: This is applicable only in case of a Bidding Consortium).
 - 8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

S. No.	Name of the Transmission Element	Scheduled COD as per Gazette Notification	% 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 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka			Element at Sl. No. 2 and 3
2.	Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line	24 months	100	Element at SI. No. 1 and 3
3.	2x125MVAr 420 kV bus reactors at Bijapur PS			Element at Sl. No. 1 and 2

We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of Element(s) which are pre - required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project: 24 Months from Effective Date.

- 9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:
 - a. Financial Bid in the prescribed format of Annexure 21 has been submitted duly signed by the authorized signatory.
 - b. Financial Bid is unconditional.
 - c. Only one Financial Bid has been submitted.

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

Paiki chariya **L** ndia Re JAS-ANZ

ISO 9001:2016 Reg. No.:RQ91/6

Email: info@grinfra.com | Website: www.grinfra.com



G R INFRAPROJECTS LIMPED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN: L45201GJ1995PLC098652

- We have neither made any statement nor provided any information in this Bid, which to the best of 10. 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 BIJAPUR REZ TRANSMISSION LIMITED, pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.
- 11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of RFP Project Documents.
- 12. Power of attorney/ Board resolution as per Clause 2.5.2 is enclosed.

projects

Signature and name of the authorized signatory of the Company and stamp of Bidding Company

For and on behalf of G R Infraprojects Limited

Name : Saurabh Kaushik

Designation: Assistant General Manager

Date : 25-09-2024 Place : Gurugram

CORPORATE OFFICE:

2nd Floor, Novus Tower Plot No. 18, Sector-18 Gurugram, Haryana-122015, India

Ph.: +91-124-6435000

HEAD OFFICE:

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G R INFRAPROJECTS LIMPTED

(Formerly known as G.R. Agarwal Builders and Developers Limited)

CIN: L45201GJ1995PLC098652

Format 2: Details of equity investment in Project

1.1.a Name of the Bidding Company: G R Infraprojects Limited

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 "BIJAPUR REZ TRANSMISSION LIMITED" as per Clause 2.5.8.2.

S. No.	Name of the Bidding Company/ Member in case of a Bidding Consortium	Name of the Company investing in the equity of the "BIJAPUR REZ TRANSMISSION LIMITED"	Relationship with Bidding Company /Member of the Bidding Consortium	
(1)	(2)	(3)	(4)	(5)
1	G R Infraprojects Limited	G R Infraprojects Limited	Self	100%
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 <u>"BIJAPUR REZ TRANSMISSION LIMITED"</u> 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

For G R Infraprojects Limited

(Signature of authorized signatory)

Name: Saurabh Kaushik

Designation: Assistant General Manager

Date : 25-09-2024

CORPORATE OFFICE:

2nd Floor, Novus Tower Plot No. 18, Sector-18 Gurugram, Haryana-122015, India

Ph.: +91-124-6435000

HEAD OFFICE:

orojec?

GR House, Hiran Magri, Sector-11 Udaipur, Rajasthan-313002, India Ph.: +91-294-2487370, 2483033 REGISTERED OFFICE:

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CEA-PS-11-16(13)/1/2024-PSPA-I Division

1/39648/2024



भारत सरकार
Government of India
विद्युत मंत्रालय
Ministry of Power
केन्द्री य विद्युत प्राधिकरण
Central Electricity Authority
विद्युत प्रणाली योजना एवं मूल्यांकन - । प्रभाग
Power System Planning & Appraisal - I Division

सेवा में /10,

Shri. Naveen Phougat, General Manager, PFCCL, First Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

বিষয/Subject: Constitution of the Bid Evaluation Committees (BECs) for the transmission scheme – being implemented through TBCB -reg.

ਦੌਰਮੈਂ / References:

- (i) Gazette of India (Extraordinary) notification dated 14.03.2024.
- (ii) M/s PFCCL letter dated 15.04.2024

महोदय/ Sir,

Ministry of Power vide Gazette notification under reference (i) has notified the following transmission schemes for implementation through tariff based competitive bidding (TBCB) with M/s PFCCL as the Bid Process Coordinator (BPC):

- Transmission Scheme for integration of Davanagere / Chitradurga REZ and Bellary REZ in Karnataka
- 2) Transmission Scheme for integration of Bijapur REZ in Karnataka
- 3) Transmission System under ISTS for evacuation of power from Kudankulam Unit 3 & 4 (2x1000 MW)

M/s PFCCL vide its letter under reference (ii) has requested CEA to constitute the Bid Evaluation Committee (BEC) for the above mentioned transmission schemes. Accordingly, CEA vide email dated 15.04.2024 sought nominations from SRPC for constitution of BECs.

Based on the nominations received from SRPC, the Bid Evaluation Committee (BEC) for evaluation of bids of the above mentioned transmission scheme is hereby constituted and is enclosed as **Annexure**. It may be mentioned that the Bid Evaluation Committee for the

above mentioned transmission schemes have been constituted in line with Clause 9.8 of the Tariff based Competitive Bidding Guidelines for Transmission Service issued on 10.08.2021.

संलग्न / Encl. - उपरोक्त / as above

भवदीय / Yours faithfully,

(ईशान शरण/Ishan Sharan)

मुख्य अभियन्ता / Chief Engineer

<u>Annexure</u>

1) Bid Evaluation Committee (BEC) for "Transmission Scheme for integration of Davanagere / Chitradurga REZ and Bellary REZ in Karnataka":

S.	Name	Designation
No.		
	Sh. Rajesh Kumar Singh, General Manager, State Bank of India, Commercial Clients Group Regional Office -II, New Delhi	Chairman
2.	Sh. R Jayakumar Director (Transmission), KPTCL	Member
3.	Ms E Shyamala, Director (Transmission Projects), TANTRANSCO	Member
4.	Director, PSPA-II Division, CEA [Sh. B. S. Bairwa]	Member
5.	Director, PSETD Division, CEA [Sh. Bhanwar Singh Meena]	Member
6.	Chairman of SPV constituted by PFCCL	Convener -Member

2) Bid Evaluation Committee (BEC) for "Transmission Scheme for integration of Bijapur REZ in Karnataka":

S. No.	Name	Designation
1.	Sh. Rajesh Kumar Singh, General Manager, State Bank of India, Commercial Clients Group Regional Office -II, New Delhi	Chairman
2.	Sh. R Jayakumar Director (Transmission), KPTCL	Member
3.	Ms E Shyamala, Director (Transmission Projects), TANTRANSCO	Member
4.	Director, PSPA-II Division, CEA [Sh. B. S. Bairwa]	Member
5.	Director, PSETD Division, CEA [Sh. Bhanwar Singh Meena]	Member
6.	Chairman of SPV constituted by PFCCL	Convener -Member

3) Bid Evaluation Committee (BEC) for "Transmission System under ISTS for evacuation of power from Kudankulam Unit - 3 & 4 (2x1000 MW)":

S. No.	Name	Designation
1.	Sh. Rajesh Kumar Singh, General Manager, State Bank of India, Commercial Clients Group Regional Office -II, New Delhi	Chairman
2.	Sh. R Jayakumar Director (Transmission), KPTCL	Member
3.	Ms E Shyamala, Director (Transmission Projects), TANTRANSCO	Member
4.	Director, PSPA-II Division, CEA [Sh. B. S. Bairwa]	Member
5.	Director, PSETD Division, CEA [Sh. Bhanwar Singh Meena]	Member

6. Chairman of SPV co	Convener -Member



Date: November 13, 2024

CERTIFICATE BY THE BID EVALUATION COMMITTEE

<u>Sub.</u>: Selection of Successful Bidder as Transmission Service Provider to establish "Transmission Scheme for integration of Bijapur REZ in Karnataka".

It is hereby certified that:

- 1. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 and as amended from time to time.
- 'G R Infraprojects Limited' emerged as the Successful Bidder after the conclusion
 of e-reverse bidding process with the lowest Quoted Transmission Charges of
 Rs.1,077.00 million per annum.
- 3. The quoted tariff is lower than the Levelised Tariff calculated based on CERC norms considering the capital cost for the Project "Transmission Scheme for integration of Bijapur REZ in Karnataka" as assessed by Cost Committee. The quoted tariff discovered through e-reverse bidding process is acceptable.

Name of Committee Member	Signature
Shri. Rajesh Kumar Singh, General Manager, SBI Commercial Client Group Regional Office – II, New Delhi – Chairman	800
Shri R Jayakumar, Director (Transmission), KPTCL – Member	
Shri. A.K.V. Bhaskar, Director (Grid, Transmission & Management), APTRANSCO - Member	A. Brodg-
Shri. B. S. Bairwa, Chief Engineer, (PSPA-II Division), CEA - Member	Do-j-
Shri. Bhanwar Singh Meena, Director (PSE&TD), CEA-Member	Large
Shri. Neeraj Singh, Chairman, Bijapur REZ Transmission Limited, New Delhi - Convener Member	





पीएफसी कंसल्टिंग **६२10** टेड (पावर फाइनेंस कॉपरिशन लि० की पूर्णत स्वामित्वाधीन सहायक करंपनी) **PFC CONSULTING LIMITED** (A wholly owned Subsidiary of Power Finance Corporation Ltd.)

E-mail: transmission@grinfra.com

Ref. No. 04/24-25/ITP-84/RFP

December 12, 2024

To,
Mr. Saurabh Kaushik
Assistant General Manager
G R Infraprojects Limited
Address: 2nd Floor, Novus Tower, Plot No.
18, Sector-18, Gurugram-122015

Sub.: Independent Transmission Project (ITP) "Transmission Scheme for integration of Bijapur REZ in Karnataka"- Letter of Intent

Dear Sir,

We refer to:

- The Request for Proposal document dated June 01, 2024 issued to 'G R Infraprojects Limited' as
 regards participation in the international competitive bidding process for Transmission Scheme
 for "Transmission Scheme for integration of Bijapur REZ in Karnataka", and as amended till the
 bid deadline including all correspondence/ clarifications / amendments exchanged between 'G R
 Infraprojects Limited' and PFC Consulting Limited in regard thereto (hereinafter collectively
 referred to as the "Final RFP");
- 2. The offer of 'G R Infraprojects Limited' by way of a Technical Bid pursuant to (1) above submitted on September 27, 2024 in response to the Final RFP.
- 3. The offer of 'G R Infraprojects Limited' by way of Financial Bid-Initial Offer submitted on September 27, 2024 in response to the Final RFP.
- 4. The offer of 'G R Infraprojects Limited' by way of a Financial Bid-Final Offer Submitted during e-Reverse Auction process concluded on November 07, 2024 in response to the Final RFP.
- 5. The Technical Bid as at S.No. (2) above and the Financial Bid as at S.No. (3) & (4) above, hereinafter collectively referred to as the "Bid".

This is to inform you that the process of evaluating bids received pursuant to the Final RFP, including the Bid, has been concluded. We are pleased to inform you that your proposal and offer received by way of the "Bid" has been accepted and '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.

This LoI is based on the Final RFP and you are requested to please comply with the following:

Acknowledging its issuance and unconditionally accepting its contents and recording "Accepted unconditionally" under the signature of your authorized signatory on each page of the duplicate copy of this letter attached herewith and returning the same to PFC Consulting Limited within seven (07) days of the date of issuance of LoI. This LoI is issued to you in duplicate.

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पं**जीकृत कार्येजिय** : प्रथम तल, "ऊर्जानिधि", 1, बाराखम्बा लेन, कर्नाट प्लेस, नई दिल्ली–110001 Regd. Office : 1st Floor, "URJANIDHI", 1, Barakhamba Lane, Connaught Place, New Delhi-110001

कंपनी मुख्यालय : नौवाँ तल, (ए विंग), स्टेट्समैन हाउस, बाराखम्बा रोड, कर्नोट प्लेस, नई दिल्ली—110001 दूरमाष : 011-23443900 फॅक्स : 011-23443990 Corporate Office : 9th Floor (A-Wing), Statesman House, Connaught Place, New Delhi-110001 Phone : 011-23443900 Fax : 011-23443990 फॅक्स / Website : www.pfcclindia.com / www.pfcindia.com • CIN : U74140DL2008GOI175858 b) Completion of various activities as stipulated in the Final RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP, within the timelines as prescribed therein.

It may be noted that PFC Consulting Limited has the rights available to them under the Final RFP, including rights under Clause 2.15.5 and Clause 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this LoI are based on the Bid submitted by you as per the Final RFP including the Transmission charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of each transmission element and the Project as agreed by you in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP is annexed herewith as **Schedule-A** and incorporated herein by way of reference.

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Enclosures:

Yours sincerely, For PFC Consulting Limited

(Naveen Kumar) General Manager

Schedule A – Quoted Transmission Charges and the Scheduled COD of each Transmission Element and the Project submitted in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP

Copy to:

- 1. Chairperson and Managing Director, Power Finance Corporation Limited, "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi 110 001
- 2. Director (Transmission), Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001
- 3. Chief Engineer (PSPA-I) and Member Secretary (NCT), Central Electricity Authority, 3rd Floor, Sewa Bhawan, R.K. Puram, New Delhi 110066
- 4. Chief Operating Officer (COO), Central Transmission Utility of India Limited (CTUIL), 5th-10th Floor, Ircon International Tower-1, Sector-32, Gurugram-122001
- 5. **Secretary, Central Electricity Regulatory Commission**, 6th, 7th & 8th Floors, World Trade Center, Tower-B, Nauroji Nagar, New Delhi 110029

#

SCHEDULE - A

(Page 1 of 2)

1. Quoted Transmission Charges as per Annexure-21-Format For Financial Bid

Quoted Transmission Charges: Rs.1,077.00 Million Per Annum

4.

2. <u>Scheduled COD of each transmission Element and the Project as per Format 1 of Annexure-8 of RFP</u>

S. No.	Name of the Transmission Element	Scheduled COD as per Gazette Notification	Transmission Charges recoverable on	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka			Element at Sl. No. 2 and 3
2.	Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line	24 months	100	Element at Sl. No. 1 and 3
3.	2x125MVAr 420 kV bus reactors at Bijapur PS			Element at Sl. No. 1 and 2

Accepted wordly





Sr. No.

AXIS BANK LIMITE



AXIS8308353 Bank Guarantee No 16090100022785 Dated 13-01-2025/1609

> AXIS BANK LIMITED **CBB NEW DELHI** 3RD FLOOR, PLOT NO. 25 PUSA ROAD NEW DELHI-110001

Ref.No: 16090100022785

Date: 13-01-2025

To.

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED SAUDAMINI 1 FLOOR PLOT NO. 2 SECTOR 29 GURUGRAM HARYANA - 122001

Dear Madam/Sirs,

BG No.

: 16090100022785

Date of Issue

: 13-01-2025

Amount of BG

: INR 30,00,00,000.00 (INDIAN RUPEES THIRTY CRORE ONLY)

Expiry Date

: 30-06-2027

Claim Expiry Date

: 30-06-2028

Name and Address of the Applicant : MS. GR INFRAPROJECTS LIMITED 80, SHAHI COMPLEX, HIRAN NAGRI, SEC-11, -313002

We forward herewith the above Inland Bank Guarantee in original issued by us in your favour.

The above Guarantee is issued subje v to the condition that the Bank's liability is restricted to the amount mentioned above and in the said Guarantee. Our Guarantee shall remain in face till the expiry date. Unless a demand or claim under the guarantee is made on the Bank in writing and delivered to the bank on or before the Expiry date/Claim Expiry Date, the Bank shall be discharged from all liability under the said guarantee thereafter.

Please Note:

- The beneficiary in their own interest should,
- Verify the BG text is printed on the Bank Serial numbered stationery and duly signed by two bank officials on each page.

- Verify the genuineness of this guarantee from following office of the Bank in writing.

AXIS BANK LIMITED

BG Confirmation Desk, Wholesale Banking Operations 5th floor, Gigaplex, Building No 1, Plot No I.T.5,MIDC,Airoli Knowledge Park,Airoli,Navi Mumbai 400708

BG confirmation can also be sought by sending email to ibg.confirmation@axisbank.com.

The Claim demand in Original /SFMS/ SWIFT under this Bank Guarantee is to be submitted at the address mentioned in this Bank Guarantee and additionally an email be sent on axisbg.invocations@axisbank.com

FOR AXIS BANK LIMITED

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

Name:

Name:

SS No.

SS No.

Encl: Bank Guarantee Number 16090100022785

FOR AXIS BANK LTD.

Authorised Signatory SURESH KUMAR MA AVP, 88 No. 33723

Authorised Signatury Corporate Banking Dranch Pusa Road, Karol Sagh, N. Delhi-5

SANTOSH KUMAR Senior Manager SS No. 27739

Registered Office: "TRISHUL", Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad - 380006.







Government of National Capital Territory of Delhi

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL13258552695134X

03-Jan-2025 09:57 PM

IMPACC (IV)/dl736003/ DELHI/ DL-DLH

SUBIN-DLDL73600371792928455402X



AXIS8308353

This Non-Judicial Stamp paper forms part and parcel of this Bank Guarantee no. 16090100022785 dt 13-01-2025 issued in favour of CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED SAUDAMINI 1 FLOOR PLOT NO. 2 SECTOR 29 GURUGRAM HARYANA

For AXIS BANK LTD.

Authorised Signatory SURESH KUMAR MALL AVP, SS No. 33723



Corporate Banking Branca Pusa Road, Karol Sagh, N. Delhi-5 SANTOSH KUMAR Senior Manager

FOR AXIS BANK LTD.

SS No. 27739



- of Stock Holding
- The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.



AXIS BANK LIMITED



AXIS8308353
Bank Guarantee No 16090100022785 Dated 13-01-2025/1609

PERFORMANCE GUARANTEE

To, CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED "SAUDAMINI" FIRST FLOOR, PLOT NO. 2 SECTOR -29, GURUGRAM, HARYANA-122001

BG Ref No..16090100022785
BG Amount- Rs. 30,00,00,000/-(Rupees Thirty Crores Only)
Expiry date 30.06.2027
Claim Expiry date 30.06.2028

In consideration of the BIJAPUR REZ TRANSMISSION LIMITED, Urjanidhi, First Floor, Barakhamba Lane- 1, Connaught Place, New Delhi, Central Delhi- 110001, Delhi agreeing to undertake the obligations under the Transmission Service Agreement dated 16th January 2025 and the other RFP Project Documents and the Nodal Agency and the PFC Consulting Limited, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the Axis Bank Limited, A Company Incorporated under The Companies Act, 1956 and Carrying on Banking Business Under The Banking Regulation Act, 1949 and having Its Registered office at 'Trishul', 3rd Floor, opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and Its Corporate office at Bombay Dyeing Mills Compound, Pandurang Budhakar Marg, Worli, Mumbai- 400025 and one of Its Branch office at Axis Bank Limited, 3rd Floor, Plot No. 25 Pusa Road New Delhi -110005 (Hereinaster Referred To As The "Bank" Which Expression Shall Unless Repugnant To Context Or Meaning Thereof, Include Its Successors Or Assigns In Business) (hereinaster referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Central Transmission Utility of India Limited (being the Nodal Agency) at Gurugram, "Saudamini" First Floor, Plot No. 2 Sector -29, Gurugram, Haryana-122001 forthwith on demand in writing from the Nodal Agency_or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs. 30;00,00,000/-(Rupees-Thirty Crores Only) on behalf of BIJAPUR REZ TRANSMISSION LIMITED.

This guarantee shall be valid and binding on the Guarantor Bank up to and including 30th June 2027 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs.30,00,00,000/-(Rupees Thirty Crores Only). Our Guarantee shall remain in force until 30th June 2027 [Insert the date of validity of the Guarantee as per Article 3.1.2 of this Agreement]. The Nodal Agency, shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from Central Transmission Utility of India Limited (in its roles as the Nodal Agency), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by G R INFRAPROJECTS LIMITED, BIJAPUR REZ TRANSMISSION LIMITED and / or any other person The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

For AXIS BANK LTD

Authorised Signatory SURESH KUMAR MALL AVP. SS No. 33723

Page 2 of 3

90.2

Authorised Signatory Corporate Banking Branch Pusa Road, Karol Gagh, N. Dalhi-5

> SANTOSH KUMAR Senior Manager SS No. 27739

Registered Office: "TRISHUL", Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad - 380006.

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AXIS BANK LIMITED



The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be, to make any claim against or any demand on BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be, or to give any notice to BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.30,00,00,000/-(Rupees Thirty Crores Only) (and it shall remain in force until 30th June 2027, 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 BIJAPUR REZ TRANSMISSION LIMITED. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

Date 13.01.2025 Place New Delhi

For AXIS BANK LTD.

A

Authorised Signatory SURESH KUMAR MALL AVP. 88 Ng. 33723 Dank, Dank

FOR AXIS BANK LTD.

Authorised Signatory Corporate Banking Branca Pusa Road, Karol Gagh, N. Delhi-5

SANTOSH KUMAR Senior Manager SS No. 27739

Page 3 of 3



F. No. 24-9/4/2024-PFC (MoP) Government of India Ministry of Power

> Shram Shakti Bhawan, Rafi Marg, New Delhi, Dated: the 2nd January, 2025

To.

The Chief Executive Officer, PFCCL, First Floor Urjanidhi, 1, Barakhamba Lane, New Delhi-110003

Subject: Approval of the Government for transfer of shares held by PFC Consulting Limited (a wholly owned subsidiary of Power Finance Corporation Ltd) in 'Bijapur REZ Transmission Limited' to 'G R Infraprojects Limited', the successful Bidder.

Sir.

I am directed to refer to PFCCL's letter No.04/24-25/ITP-84/RFP dated 23.12.2024 on the above mentioned subject and to convey the approval of the Competent Authority for divesting the shareholding of PFCCL and its nominee in "Bijapur REZ Transmission Limited" to "G R Infraprojects Limited, the Successful Bidder, with a view to facilitate transfer of the SPV to the successful bidder as required under Ministry of Heavy Industries, Department of Public Enterprises O.M. No. 22(1)/2009-GM dated 04.02.2010.

Yours faithfully

(Nitin Gupta)
Under Secretary to the Govt. of India
Email: nitin.gupta@nic.in

Copy for information to:

- i CMD, PFC Limited, New Delhi.
- ii US (Trans):- With the request that Transmission Wing may write to concerned states informing about the project for extending all possible help in assessment of compensation to be paid to landowners and also expediting forest clearance, if involved in the project.
- iii PPS to Secretary (Power)/JS (Dist.)/DS (Dist), Ministry of Power.

4

Dated January 16, 2025

SHARE PURCHASE AGREEMENT

BETWEEN

PFC CONSULTING LIMITED

AND

BIJAPUR REZ TRANSMISSION LIMITED

AND

G R INFRAPROJECTS LIMITED









Government of National Capital Territory of Delhi

IN-DL15834355058673X Certificate No.

09-Jan-2025 01:01 PM Certificate Issued Date

IMPACC (IV)/ di960303/ DELHI/ DL-DLH Account Reference SUBIN-DLDL96030377008742045288X Unique Doc. Reference

PFC CONSULTING LIMITED Purchased by Article 5 General Agreement Description of Document

Property Description Not Applicable

Consideration Price (Rs.) (Zero)

PFC CONSULTING LIMITED First Party

Second Party Not Applicable

PFC CONSULTING LIMITED Stamp Duty Paid By

Stamp Duty Amount(Rs.) (Five Hundred only)



Please write or type below this line

This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between PFC CONSULTING LIMITED, BIJAPUR TRANSMISSION LIMITED and G R INFRAPROJECTS LIMITED.



The onus of checking the legitimacy is on the users of the certificate

In case of any discrepancy please inform the Competent Authority.









Government of National Capital Territory of Delhi

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description-

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL15849222453517X

09-Jan-2025 01:12 PM

IMPACC (IV)/ di960303/ DELHI/ DL-DLH

SUBIN-DLDL96030377038427419036X

PFC CONSULTING LIMITED

Article 5 General Agreement

Not Applicable

(Zero)

PFC CONSULTING LIMITED

Not Applicable

PFC CONSULTING LIMITED

(Five Hundred only)



Please write or type below this line 1N-DC158-19222453

This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between PFC CONSULTING LIMITED, BIJAPUR REZ TRANSMISSION LIMITED and G R INFRAPROJECTS LIMITED.



Tatutory Alert:

The authenticity of this Stamp certificate should be verified at www.shollestamp.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.

The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.





Government of National Capital Territory of Delhi

IN-DL15847550872521X Certificate No.

09-Jan-2025 01:11 PM Certificate Issued Date

IMPACC (IV)/ di960303/ DELHI/ DL-DLH Account Reference SUBIN-DLDL96030377034935473373X Unique Doc. Reference

PFC CONSULTING LIMITED Purchased by

Article 5 General Agreement Description of Document

Not Applicable Property Description

Consideration Price (Rs.)

(Zero)

PFC CONSULTING LIMITED First Party

Not Applicable Second Party

PFC CONSULTING LIMITED Stamp Duty Paid By

Stamp Duty Amount(Rs.)

(Two Hundred only)



Please write or type below this line 1N-DL 16847550

This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between PFC CONSULTING LIMITED, BIJAPUR TRANSMISSION LIMITED and G R INFRAPROJECTS LIMITED.

estamp.com' or using e-Stamp Mobile App of Stock Holding. websile / Mobile App renders it invalid. The authenticity of this Stamp certificate should be verified at www. Any discrepancy in the details on this Certificate and as available of The onus of checking the legitimacy is on the users of the certificate

3. In case of any discrepancy please inform the Competent Authority



SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ('Agreement') made this 16th Day of January 2025 at New Delhi by and between:

PFC CONSULTING LIMITED (a wholly owned subsidiary of Power Finance Corporation Ltd.), a company incorporated under the Companies Act, 1956, with CIN No. U74140DL2008G0I175858 having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi 110001, (hereinafter referred to as "PFCCL", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

BIJAPUR REZ TRANSMISSION LIMITED, a company incorporated under the Companies Act, 2013, with CIN No. U42201DL2024GOI433535 having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi 110001, (hereinafter referred to as "Company" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART; and

AND

G R Infraprojects Limited, a company incorporated under the Companies Act, 1956 with CIN No. L45201GJ1995PLC098652 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, AHMEDABAD, Gujarat, India, 382220 (hereinafter referred to as **"Selected Bidder"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART.**

WHEREAS:

- A. The Ministry of Power, Government of India, vide its Gazette no. CG-DL-E-15032024-253080 dated March 15, 2024 has notified PFC Consulting Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Inter-State transmission system for "Transmission Scheme for integration of Bijapur REZ in Karnataka" through tariff based competitive bidding process (hereinafter referred to as the "Project").
- B. In accordance with the Bidding Guidelines, PFCCL had initiated a Bid Process through issuance of RFP documents for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents (as defined hereinafter).

C. PFCCL has incorporated the Company and PFCCL along with the Nominees hold One hundred per cent (100 %) of total issued and paid up equity share capital of the Company.







- D. PFCCL has initiated the development of the Project and has obtained survey report, certain clearances, consents and permits as specified in the RFP regarding the Project.
- E. Pursuant to the said Bid Process, **G R Infraprojects Limited** has been identified as the Selected Bidder vide Letter of Intent dated **December 12, 2024** issued by the PFCCL in favor of the Selected Bidder.
- F. As envisaged in the RFP, the Shares Seller (as defined hereinafter) has agreed to sell the Sale Shares (as defined hereinafter) to the Selected Bidder and the Selected Bidder has agreed to purchase the Sale Shares from the Shares Seller, subject to and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

- 1.1 Capitalised terms in this Agreement, unless defined in this Agreement shall, in so far as the context admits, have the same meaning in this Agreement as has been ascribed to them in the Transmission Service Agreement.
- 1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:
 - (i) "Acquisition Price" shall mean INR 11,40,00,588/- (Rupees Eleven Crore Forty Lakh Five Hundred Eighty Eight Only), which is the aggregate consideration payable by the Selected Bidder towards purchase of the Sale Shares at par along with assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;
 - "Agreement" or "the Agreement" or "this Agreement" shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by Parties in writing;
 - (iii) "Bid Process" shall mean the competitive bidding process initiated by the Company, by issuance of RFP Documents for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents;
 - (iv) "Board" shall mean the board of directors of the Company

(v) "Closing Date" shall mean a mutually agreed date between the Parties falling within the period as mentioned in Clause 2.4 of RFP or on failure of such mutual agreement between the Parties shall be the date falling on the last date of such

period;

SECCI

- (vi) "CTU" or "Central Transmission Utility of India Limited" shall have same meaning as defined in the Electricity Act, 2003;
- (vii) **"Encumbrance"** shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;
- (viii) "Letter of Intent" shall have the meaning ascribed thereto under the RFP;
- "Nominees" shall mean the Persons, who are named in Annexure A, holding the Sale Shares as nominees of PFCCL;
- (x) "Party" shall mean PFCCL, Company and the Selected Bidder, referred to individually, and "Parties" shall mean PFCCL, Company and the Selected Bidder collectively referred to, as relevant;
- (xi) "Person" shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof, and/or any other legal entity;
- (xii) "RFP Project Documents" shall mean the following documents, referred to collectively:
 - a) Transmission Services Agreement;
 - b) this Agreement; and
 - c) Any other agreement(s) as may be required.
- (xiii) "Representations and Warranties" shall mean the representations and warranties mentioned in Clause 4 hereto;
- (xiv) "Sale Shares" shall mean 10,000 (Ten Thousand) Shares, representing 100 percent of the total issued, subscribed and fully paid-up equity share capital of the Company held by the Shares Seller and Nominees as more particularly described in Annexure A attached hereto;
- (xv) **"Shares"** shall mean the fully paid-up equity shares of Company, of face value Rs. 10 each;
- (xvi) "Shares Seller" shall mean PFCCL;
- (xvii) "Transmission Services Agreement" or "TSA" means the agreement titled 'Transmission Services Agreement' dated January 16, 2025 entered into between Central Transmission Utility of India Limited and the TSP pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project to Central Transmission Utility of India Limited on a commercial basis, as may be a mented from time to time;

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(xviii) Transmission Service Provider or "TSP" shall mean Bijapur REZ Transmission Limited which has executed the Transmission Service Agreement and which shall be acquired by the Selected Bidder.

1.3 Interpretation Clause

Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

2. TRANSFER OF SHARES

- 2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares of the Company free from Encumbrances with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.
- 2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as Nominees of the Shares Seller to the Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

- 3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms ("Share Transfer Forms") duly stamped with requisite amount of stamp duty payable on the transfer of Sale Shares.
- On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares ("Sale Share Certificates") along with the Share Transfer Forms duly executed by the Shares Seller and the Nominees in favour of the Selected Bidder, simultaneously against the Selected Bidder handing over to the Shares Seller demand drafts drawn in favour of the Shares Seller for the Acquisition Price payable to it.

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 PECCL that on or before the Closing Date, the Selected Bidder has furnished the Performance Bank Guarantee to Central Transmission Utility of India Limitedand is in a position to comply with all other requirements of Clause 2.4 of the RFP.

The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Sale Share Certificates with the Company. The Selected Bidder may also propose the names of its nominees to be appointed on the Board of the Company and the address within the jurisdiction of the Registrar of Company of

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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 and its nominees** as the members 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, within the jurisdiction of the Registrar of Delhi and Haryana, as may be provided by the Selected Bidder.
 - (d) appointing the nominees of the Selected Bidder on the Board and accepting the resignations of the other existing Directors on the Board and the Chair of the meeting which was taken by one of the existing Directors shall be vacated and appointment of a new Chairman who shall be one of the newly appointed Director, for the rest of the meeting.

Pursuant to the acceptance of resignation of the existing Directors and appointment of new Chairman, the newly constituted Board of Directors shall hold the meeting and pass the following resolution:

- 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 GR 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;

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- (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)(e) of Clause 3.3 (i) to Central Transmission Utility of India Limited.
- 3.4 The Parties to this Agreement agree to take all measures that may be required to ensure that all the events contemplated in the Clauses 3.1 to 3.3 above on the Closing Date are completed on the same day.

Notwithstanding the provisions of Clause 3.3 hereto, all proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing Date shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

- 3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the equity shareholding of the Company, by the Selected Bidder as per Clause 3.3, (a) the authority, rights and obligations of the PFCCL/Company in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by Central Transmission Utility of India Limited themselves or through their any other authorized representative(s), (b) all rights and obligations of the PFCCL/Company shall be of the Selected Bidder and (c) any decisions taken by the PFCCL/Company prior to the date of its acquisition by the Selected Bidder shall continue to be binding on the Selected Bidder. The Parties hereby agree that this provision shall survive the termination of this Agreement.
- 3.6 This agreement shall be effective from the date of its signing by the Parties and shall remain in force until all the obligations of the respective Parties under Clause 3.3 hereto are fulfilled.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 The Selected Bidder hereby represents and warrants to the Shares Seller that:
 - 4.1.1 The Selected Bidder has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein, and this Agreement has been duly and validly executed and delivered by the Selected Bidder and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

4.1.2 The execution, delivery and performance of this Agreement by the Selected Bidder (i) will not violate performance any provision of the Memorapitum of





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Association or Articles of the Selected Bidder, (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which the Selected Bidder are bound or by which any of its and/or their properties or assets are bound, and (iii) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; and

- 4.1.3 The Selected Bidder is not restricted in any manner whatsoever, including without limitation, on account of any judicial or 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 the Company.
- 4.4 The Representations and Warranties are given as at the date of this Agreement except that where a Representation and Warranty is expressed to be made as at another date, the Representation and Warranty is given with respect to that date only.

4.5 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warrantie and

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undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for one (1) year.

4.6 The Parties represent to each other that all Representations and Warranties provided herein by the respective Party shall be true as of Closing Date.

5. OBLIGATIONS OF THE SELECTED BIDDER

The Selected Bidder agrees that the Shares Seller shall not be liable in any manner, nor shall it assume any responsibility or liability whatsoever, in respect of the business of the Company and its operations or activities, arising after Closing Date, to any Person or any authority, central, state, local or municipal or otherwise and the same shall be the sole responsibility of the Selected Bidder.

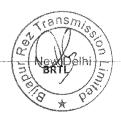
6. MISCELLANEOUS

6.1 NOTICES

- a) All notices to be given under this Agreement shall be in writing and in the English language.
- b) All notices must be delivered personally or by registered or speed post or by recognised courier to the addresses below:

Selected Bidder	G R Infraprojects Limited			
(Lead Member in	Revenue Block No. 223, Old Survey No. 384/1, 384/2 Paiki and			
	384/3, Khata No. 464, Kochariya, Ahmedabad, AHMEDABAD,			
case of	Gujarat, India, 382220			
Consortium)				
Name of the	Company Secretary,			
Holding	PFC Consulting Limited			
	First Floor, "Urjanidhi",			
Company of the	1 Barakhamba Lane, Connaught Place,			
SPV	New Delhi- 110001			
Company (Before	Project In-charge			
Closing Date)	BIJAPUR REZ TRANSMISSION LIMITED			
Closing Date;	First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place,			
	New Delhi- 110001			
Company (After	BIJAPUR REZ TRANSMISSION LIMITED			
Closing Date)	Flat No. 1097, Sector-A, Pocket-A, Vasant Kunj, New Delhi, Delhi			
CIVILIS DUCCI	, India 110070			







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 endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 days from the date of the Dispute.
- 6.2.2 If the Parties are unable to amicably settle the Dispute in accordance with Clause 6.2.1 within the period specified therein, any of the Parties shall be entitled to within 30 days after expiry of the aforesaid period, refer the Dispute to the Company Secretary of PFCCL and Chief Executive/ Managing Director of the Selected Bidder for resolution of the said Dispute. The attempt to bring about such resolution shall be considered to have failed if not resolved within 30 days from the date of receipt of a written notification in this regard.
- 6.2.3 In the event the Dispute is not settled in accordance with Clause 6.2.2 above, any Party to the Dispute shall be entitled to serve a notice invoking this Clause and making a reference to a sole arbitrator. If the Parties to the Dispute cannot agree as to the appointment of the sole arbitrator within 30 days of receipt of the notice of the Party making the reference, then the Shares Seller along with the Company shall appoint one arbitrator and the Selected Bidder shall appoint one arbitrator and the two arbitrators, so appointed shall appoint a third arbitrator. However, after the Closing Date, in such an event the Shares Seller shall appoint one 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.





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6.3 AUTHORISED PERSON

For the purposes of this Agreement, the Selected Bidder is represented by Shri Ashwin Agarwal or Shri Saurabh Kaushik, Authorized Representatives, pursuant to an authorization granted to Shri Ashwin Agarwal or Shri Saurabh Kaushik, Authorized Representatives, through necessary Board resolutions. Further, Shri Ashwin Agarwal or Shri Saurabh Kaushik, Authorized Representatives, are 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 Shri Ashwin Agarwal or Shri Saurabh Kaushik, Authorized Representatives, 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 Central Transmission Utility of India Limited in accordance with Article 3.3.2 or Article 13 of the TSA thereof, PFCCL shall have a right to terminate this Agreement forthwith by giving a written notice to the other Parties hereto.

6.8 AMENDMENTS

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

6.9 ASSIGNMENT

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties, which will not be unreasonably withheld.

6.10 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

6.11 COSTS

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

The Selected Bidder shall be liable to bear and pay the stamp duty and other costs in respect of this Agreement and the Share Transfer Forms.

6.12 RELATIONSHIP

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.







6.13 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Delhi.

6.14 COUNTERPARTS

This Agreement may be executed in counterparts by the Parties and each fully executed counterpart shall be deemed to be original.

6.15 CONFIDENTIALITY

The Parties undertake to hold in confidence and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- (a) to their professional advisors;
- (b) to their officers, employees, agents or representatives, who need to have access to such information for the proper performance of their activities;
- (c) disclosures required under Law;

without the prior written consent of the other Parties.

Provided that Central Transmission Utility of India Limited and PFCCL may at any time, disclose the terms and conditions of transactions contemplated hereby to any person, to the extent stipulated under the law or the Bidding Guidelines.

6.16 INDEMNIFICATION

- The Parties hereby agree that transfer of Sale Shares to the Selected Bidder shall vest all the rights, privileges, licenses, responsibilities, liabilities and other obligations pertaining to the Company in the Selected Bidder.
- The Selected Bidder hereby agrees that the Selected Bidder shall not be entitled to any claims or initiate any legal proceedings, by itself or through the Transmission Service Provider against the Share Sellers, its directors, officers, employees and the subscribers including the members of any committees appointed by them in respect of any actions or decisions taken by any of them up to the Closing Date in furtherance of the Project referred to in recital A of this Agreement.
- Further, the Selected Bidder hereby indemnifies and holds harmless at all times the Share Seller against all losses, damages, charges, and expenses which the Share Seller may sustain or incur towards contractual obligations with respect to the contracts







awarded by the Share Seller or any other liability arising with regard to any action/ activity undertaken by the Share Seller for and on behalf of the Company in furtherance of the Project referred to above or otherwise concerning the Company. All such actions shall be defended by the Selected Bidder either itself or through the TSP at its own cost.

The Parties hereby agree that the provisions of this clause shall survive the termination of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED

BY THE WITHIN NAMED "PFCCL" PFC CONSULTING LIMITED

BY THE HAND OF SHRI SACHIN ARORA, COMPANY SECRETARY

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 17TH DECEMBER, 2024

IN THE PRESENCE OF: Craving
WITNESS: GARIMA, EA-PPEUL

NAME, SIGNATURE, DESIGNATION AND ADDRESS:

SIGNED AND DELIVERED

BY THE WITHIN NAMED "BIJAPUR REZ TRANSMISSION LIMITED"

BY THE HAND OF SHRI NEERAJ SINGH, CHAIRMAN

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 12TH DECEMBER, 2024

IN THE PRESENCE OF: Cryanesh Mishra, EA, PFCCL

WITNESS:

NAME, SIGNATURE, DESIGNATION AND ADDRESS:





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BY THE HAND OF SHRI SAURABH KAUSHIK, AUTHORIZED REPRESENTATIVE

E COJects PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 07TH DAY OF

NOVEMBER, 2024

IN THE PRESENCE OF:

Skaj - Assistant Marragera

WITNESS:

NAME, SIGNATURE, DESIGNATION AND ADDRESS:







ANNEXURE A

DESCRIPTION OF THE SALE SHARES

S. NO.	NAME OF THE SHAREHOLDER	NUMBER OF EQUITY SHARES HELD	PERCENTAGE OF THE TOTAL PAID UP EQUITY CAPITAL
1.	PFC Consulting Limited	9400	94%
2.	Shri Milind M. Dafade (Nominee of PFC Consulting Limited)	100	1%
3.	Shri Neeraj Singh (Nominee of PFC Consulting Limited)	100	1%
4.	Shrì Sanjay Kumar Nayak (Nominee of PFC Consulting Limited)	100	1%
5.	Shri Sachin Shukla (Nominee of PFC Consulting Limited)	100	1%
6.	Shri Naveen Kumar (Nominee of PFC Consulting Limited)	100	1%
7.	Shri Rishab Jain (Nominee of PFC Consulting Limited)	100	1%
**************************************	Total	10,000	100%







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TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTER-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF
BASED COMPETITIVE BIDDING FOR

TRANSMISSION SCHEME FOR INTEGRATION OF BIJAPUR
REZ IN KARNATAKA
BETWEEN

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED (NODAL AGENCY)

AND

BIJAPUR REZ TRANSMISSION LIMITED

18th Jan 202





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Central Transmission Utility of India Limited



Bijapur REZ Transmission Limited



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Transmission Service Agreement Indian-Non Judicial Stamp Haryana Government



Date: 19/12/2024

Certificate No. G0S2024L1833

GRN No.

125416720

Stamp Duty Paid : ₹ 101

Penalty:₹ 0 (Pile Zero Oray)

Deponent

Name: Central Transmission utility of India Itd

H.No/Floor: 2

Sector/Ward: 29 District: Gurugram Landmark: Na

City/Village: Gurugram Phone:

98*****10

State: Haryana

Purpose: ARTICLE 5 GENERAL AGREEMENT to be submitted at Concerned office

THIS TRANSMISISON SERVICE AGREEMENT (hereinafter referred to as "TSA" or

BETWEEN:

The Central Transmission Utility of India Limited, having its registered address at "Saudamini",1st Floor, Plot No. 2, Sector-29, Gurugram-122001, Haryana and correspondence address at 5th to10th Floor, Ircon International Tower, Tower no-1, Plot no -16, Sector-32, Gurugram, Haryana-122003, acting as a Nodal Agency (referred to as the "Nodal Agency"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

BIJAPUR REZ TRANSMISSION LIMITED incorporated under the Companies Act, 1956/ Companies Act, 2013, having its registered office at Urjanidhi, First Floor, Barakhamba Lane- 1, Connaught Place, New Delhi, Central Delhi- 110001, Delhi (herein after referred to as "Transmission Service Provider" or "TSP" or "ISTS Licensee", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

Central Transmission Utility of India Limited



Bijapur REZ Transmission Limited



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

AND WHEREAS:

- A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in Schedule 1 (hereinafter referred to as the Project)
- B) Pursuant to the said e-reverse bidding process, the BPC has identified the Successful Bidder, who will be responsible to set up the Project on build, own, operate and transfer basis to provide Transmission Service in accordance with the terms of this Agreement and the Transmission License.
- C) The Selected Bidder have submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of BIJAPUR REZ 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 Commission for setting up the Project on build, own, operate and transfer basis.
- E) The TSP has further agreed to make an application to the Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.
- F) The TSP has agreed to execute the agreement(s) required, if any, under Sharing Regulations within fifteen (15) days from the date of grant of Transmission License from the Commission.
- G) The TSP agrees to the terms and conditions laid down under Sharing Regulations, for making available the ISTS and charge the Transmission Charges in accordance with the terms and conditions of Sharing Regulations.
- H) The billing, collection and disbursement of the Transmission Charges by the CTU to the ISTS Licensee shall be governed as per Sharing Regulations.
- I) The terms and conditions stipulated in the Transmission License issued by the Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the Transmission License terms & conditions and the conditions of this Agreement, the conditions stipulated in the Transmission License granted by the Commission shall prevail.

Central Transmission Utility of India Limited



Bijapur REZ Transmission Limited

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



Central Transmission Utility of India Limited



Bijapur REZ Transmission Limited



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 Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which it shall bear its ordinary English meaning.

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

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

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

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

- i. controls or
- ii. is controlled by or
- iii. is under common control with

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

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024, attached herewith in Schedule 6;

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

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Central Transmission Utility of India Limited

Bijapur REZ Transmission Limited

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

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

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

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

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

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

"Bill" shall mean any bill raised by the CTU on the DICs to recover the Transmission Charges pursuant to the Sharing Regulations;

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

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

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

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

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

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

"Connection Agreement" shall mean the agreement between the CTU or STU or any other concerned parties and the TSP, setting out the terms relating to the

Central Transprission Unity of India Limited

Bij pur Bas Pomonission Limited
New Delhi

connection of the Project to the Inter-connection Facilities and use of the Inter-State Transmission System as per the provisions of the IEGC, as the case may be;

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

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

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

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

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, 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 have same meaning as defined in the Electricity Act, 2003;

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

"D/C" shall mean Double Circuit;

"Designated ISTS Customers" or "DICs" shall have the meaning as described in the Sharing Regulations;

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

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

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

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

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

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

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

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

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

"Financing Agreements" shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may

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be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Designated ISTS Customers / Nodal Agency;

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

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

"GOI" shall mean Government of India;

"Grid Code" / "IEGC" shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act;

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

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

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

"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU's / STU's / ISTS Licensee's / Designated ISTS Customer's substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipment's not forming part of the Project;

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

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

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

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

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

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

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

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

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

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified in Schedule 5 of this Agreement multiplied by no. of days in the relevant month and divided by no. of days in the year;

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

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

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Provided that while taking major decisions, CTU shall consult CEA on technical matters and any other matter it feels necessary.

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

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

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

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

"Project" shall mean "Transmission Scheme for integration of Bijapur REZ in Karnataka", as detailed in Schedule 1 of this Agreement;

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

- (a) rights over the Site for substations, ROW for transmission lines;
- (b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;
- (c) project facilities situated on the Site;
- (d) all rights of the TSP under the project agreements;
- (e) financial assets, such as receivables, security deposits etc;
- (f) insurance proceeds; and
- (g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

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

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design,

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construction, commissioning, operation, repair and maintenance of the Project and which practices, methods and standards shall be adjusted as necessary, to take account of:

- (i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,
- (ii) the requirements of Law, and
- (iii) the physical conditions at the Site;
- (iv) the safety of operating personnel and human beings;

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

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

"RFP" shall mean Request For Proposal dated June 01, 2024 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

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

- a. Transmission Service Agreement,
- b. Share Purchase Agreement,
- c. Agreement(s) required under Sharing Regulations and
- d. Any other agreement as may be required;

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

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

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 2 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 2 as against such Project, subject

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to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties;

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

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

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

"Sharing Regulations" shall mean the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 and as amended from time to time;

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

"SLDC" 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 and who has to acquire one hundred percent (100%) equity shares of BIJAPUR REZ TRANSMISSION LIMITED, along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and transfer basis as per the terms of the TSA and other RFP Project Documents;

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

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

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

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

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

"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the Commission, payable to the TSP as per Sharing Regulations;

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

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

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

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

1.2 Interpretation:

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

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

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

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

"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type

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of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

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

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

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

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

- (i) which is controlled, directly or indirectly, by the holding company, or
- (ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (iii) which is a subsidiary of another subsidiary of the holding company,

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

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

- 1.2.1 Words importing the singular shall include the plural and vice versa.
- 1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.
- 1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-
- 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 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 hereof.



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FFFECTIVENESS AND TERM OF AGREEMENT 2.

Effective Date: 2.1

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

- The Selected Bidder, on behalf of the TSP, has provided the Contract a. Performance Guarantee, as per terms of Article 3.1 of this Agreement; and
- b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of PFC Consulting Limited in BIJAPUR REZ TRANSMISSION LIMITED along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, and
- The Agreement is executed and delivered by the Parties; c.

2.2 **Term and Termination:**

- 2.2.1 Subject to Article 2.2.3 and Article 2.4, this Agreement shall continue to be effective in relation to the Project until the Expiry Date, when it shall automatically terminate.
- 2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to CTU or its successors or an agency as decided by the Central Government at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which CTU shall be entitled to take over the Project Assets Suo moto.
- 2.2.3 This Agreement shall terminate before the Expiry Date in accordance with Article 13 or Article 3.3.2 or Article 3.3.4.

Conditions prior to the expiry of the Transmission License 2.3

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

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

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2.4 Survival:

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

2.5 Applicability of the provisions of this Agreement

- 2.5.1 For the purpose of Availability, Target Availability and the computation of Availability, Incentive, Penalty, the provisions provided in this Agreement shall apply and any future modifications in the relevant Rules and Regulations shall not be applicable for this Project.
- 2.5.2 For the purposes of this Agreement for ISTS systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the ISTS Licensee) of this agreement shall supersede the corresponding provisions under Sharing Regulations.





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3. CONDITIONS SUBSEQUENT

- Satisfaction of conditions subsequent by the TSP
- 3.1.1 Within ten (10) days from the date of issue of Letter of Intent, the Selected Bidder, shall:
 - Provide the Contract Performance Guarantee. and
 - b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of BIJAPUR REZ TRANSMISSION LIMITED from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding of BIJAPUR REZ TRANSMISSION LIMITED, along with all its related assets and liabilities.
 - Execute this Agreement;

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

The Selected Bidder, on behalf of the TSP, will provide to the Central Transmission Utility of India Limited (being the Nodal Agency) the Contract Performance Guarantee for an amount of Rs. 30 Crore (Rupees Thirty Crore Only).

- 3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.
- 3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), unless such completion is affected due to any Force Majeure Event, or if any of the activities is specifically waived in writing by the Nodal Agency:
 - a. To obtain the Transmission License for the Project from the Commission;

b. To obtain the order for adoption of Transmission Charges by the

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Commission, as required under Section 63 of the Electricity Act 2003;

- c. To submit to the Nodal Agency, CEA & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Independent Engineer & Nodal Agency in the same time period. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 2 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing and commissioning to commercial operation;
- d. To submit to the Nodal Agency, CEA & Independent Engineer a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;
- e. To submit to the Nodal Agency, CEA & Independent Engineer detailed specifications of conductor meeting the functional specifications specified in RFP:
- f. To achieve Financial Closure;
- g. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents;
- h. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and shall have given to such Contractor an irrevocable notice to proceed; and
- i. To sign the Agreement(s) required, if any, under Sharing Regulations.

3.2 Recognition of Lenders' Rights by the Nodal Agency

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

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee of Rs. 3 Crore (Rupees Three Crore Only) within two (2) Business Days of expiry of every such Month. Such

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additional Contract Performance Guarantee shall be provided to Central Transmission Utility of India Limited (being the Nodal Agency) in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Central Transmission Utility of India Limited (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

- 3.3.2 Subject to Article 3.3.4, if:
 - (i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof; or
 - (ii) the TSP furnishes additional Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

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

3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of Rs. 30 Crore (Rupees Thirty Crore Only) as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.

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

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

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the

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provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

- 3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Nodal Agency may take steps to bid out the Project again.
- 3.3.6 The Nodal agency, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA.

3.4 Progress Reports

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



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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:

- for procuring and maintaining in full force and effect all Consents,
 Clearances and Permits, required in accordance with Law for development of the Project;
- b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:
 - i. the Electricity Act and the Rules made thereof;
 - ii. the Grid Code;
 - iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:
 - the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
 - Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
 - Central Electricity Authority (Grid Standard)
 Regulations, 2010;
 - Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
 - Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
 - Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.
 - iv. Safety/ security Guidelines laid down by the Government;

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

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

- c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.
- d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;
- e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;
- f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;
- g. to provide to the Nodal Agency and CEA, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable the CEA to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities;
- h. to comply with Ministry of Power order no. 25-11/6/2018 PG dated 02.07.2020 as well as other Guidelines issued by Govt. of India pertaining to this;
- i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. 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, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

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- to submit to Nodal Agency information in the prescribed format [To i, be devised by Nodal Agency] for ensuring compliance to Article 4.1 i) above.
- k. to comply with all its obligations undertaken in this Agreement.

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

- Subject to the terms and conditions of this Agreement, the Nodal Agency shall be 4.2.1 the holder and administrator of this Agreement and shall inter alia:
 - appoint an Independent Engineer within 90 days of the Effective Date
 - b. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;
 - c. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and
 - monitor the implementation of the Agreement and take appropriate d. action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc
 - e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and
 - perform any other responsibility (ies) as specified in this Agreement. f.

4.3 Time for Commencement and Completion:

- a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;
- b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

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

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

4.6 Interconnection Facilities:

- 4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for connecting the Project with the interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Nodal Agency shall be responsible for coordinating to make available the Interconnection Facilities.
- 4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.

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5. CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

- 5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, testing and commissioning each Element of the Project by the Scheduled COD in accordance with the Regulations and other applicable Laws specified in Article 4.1 of this Agreement.
- 5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).
- 5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits related but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and shall furnish to the Nodal Agency such copy/ies of each Consents, Clearances and Permits, on demand. Nodal Agency shall provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project.

5.1.4 The TSP shall be responsible for:

- a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report.
- 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 risk and costs, including payment of any crop, tree compensation or any other compensation as may be required.
- 5.1.5 In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP and no changes would be allowed in the Transmission Charges on account of any variation in the resettlement and rehabilitation cost. The TSP shall provide assistance on best endeavour basis, in implementation of the resettlement and rehabilitation package, if execution of such package is in the interest of expeditious implementation of the Project and is beneficial to the Project affected persons.

5.2 Appointing Contractors:

- 5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.
- 5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make the Nodal Agency liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

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

5.4 Quality of Workmanship:

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

The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus

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ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed.

5.5 Progress Monitoring & Quality Assurance:

- 5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 c) shall comprise of detailed schedule of all the equipment/items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.
- Nodal Agency, CEA & Independent Engineer shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.
- 5.5.3 Independent Engineer shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.
- The Independent Engineer shall monitor the following during construction of the Project:
 - a) Quality of equipment, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipment, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.
 - b) Progress in the activities specified in Condition Subsequent
 - c) Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements
 - d) Progress of construction of substation and Transmission Lines
- 5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the progress, Nodal

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Agency and/ or CEA shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

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

5.6 Site regulations and Construction Documents

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

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

5.7 Supervision of work:

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

5.8 Remedial Measures:

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

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6. CONNECTION AND COMMISSIONING OF THE PROJECT

- 6.1 Connection with the Inter-Connection Facilities:
- The TSP shall give the RLDC(s), CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency.
- 6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be), for reasonable cause, including non-availability of Interconnection Facilities as per Article 4.2, can defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1, if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of thirty (30) days. Further, the Scheduled COD would be extended as required, for all such deferments on "day to day" basis.
- 6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:
 - it has been completed in accordance with this Agreement and the Connection Agreement;
 - b. it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and all other Indian legal requirements, and
 - The TSP has obtained the approval in writing of the Electrical C. Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.
 - d. It has satisfactorily met all the testing requirements as per Articles 6.1.4.
- 6.1.4 Site Acceptance Test (SAT)/ pre-commissioning tests of all major substation equipment, component, system, facilities shall be successfully carried out before commissioning. The Type tests, FAT and SAT reports should be available at the substation / terminal station of HVDC installations for ready reference of operation and maintenance staff and has to be made available to the Independent Engineer

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appointed for quality monitoring or their authorised representatives, as and when they wish to examine the same.

6.2 Commercial Operation:

- 6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2.
 - Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared to have achieved their respective COD.
- 6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, TSP shall be eligible for the Monthly Transmission Charges applicable for such Element.
- 6.3 Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Nodal Agency)
- 6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s) of the Project, where such date is not before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event affecting the Nodal Agency, provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event affecting the Nodal Agency has continued for a period of more than three (3) continuous or noncontinuous Months, the TSP shall, until the effects of the Direct Non Natural Force Majeure Event or Of Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency no longer prevent the TSP from connecting the Element(s) of the Project, be deemed to have achieved COD relevant to that date and to this extent, be deemed to have been providing Transmission Service with effect from the date notified, and shall be treated as follows:
 - a. In case of delay due to Direct Non Natural Force Majeure Event, TSP is entitled for Transmission Charges calculated on Target Availability for the period of such events in excess of three (3) continuous or non-continuous

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Months in the manner provided in (c) below.

- b. In case of delay due to Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, TSP is entitled for payment for debt service which is due under the Financing Agreements, subject to a maximum of Transmission Charges calculated on Target Availability, for the period of such events in excess of three (3) continuous or non-continuous Months in the manner provided in (c) below.
- c. In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, the TSP is entitled for payments mentioned in (a) and (b) above, after commencement of Transmission Service, in the form of an increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Nodal Agency from the TSP.

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

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per Sharing Regulations.

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not

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as penalty, without prejudice to any rights of the Nodal Agency under the Agreement.

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

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

- 6.4.3 The TSP shall make payment to the Nodal Agency of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of the earlier of:
 - a. the date on which the applicable Element achieves COD; or
 - b. the date of termination of this Agreement.

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

- 6.4.4 If the TSP fails to pay the amount of liquidated damages to the Nodal Agency within the said period of ten (10) days, the Nodal Agency shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Nodal Agency under this Article 6.3 and the TSP fails to make payment of the balance amount of the liquidated damages not covered by the Contract Performance Guarantee, then such balance amount shall be deducted from the Transmission Charges payable to the TSP. The right of the Nodal Agency to encash the Contract Performance Guarantee is without prejudice to the other rights of the Nodal Agency under this Agreement.
- 6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency shall release the Contract Performance

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Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of Rs. 30 Crore (Rupees Thirty Crore Only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.

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

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7. OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

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



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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 –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be 98%.

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

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





9. INSURANCES

9.1 Insurance:

- 9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, adequate Insurances against such risks, with such deductibles including but not limited to any third party liability and endorsements and co-beneficiary/insured, as may be necessary under
 - any of the Financing Agreements,
 - b. the Laws, and
 - c. in accordance with Prudent Utility Practices.

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

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek from the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

- 9.3.1 Save as expressly provided in this Agreement, the policies of Insurances and the Financing Agreements, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.
- 9.3.2 If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, the portion of the proceeds of such Insurance available to the TSP (after making admissible payments to the Lenders as per the Financing Agreements) shall be allocated only to the TSP. Nodal Agency and / or concerned Designated ISTS 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.





- 9.4 Effect on liability of the Nodal Agency / Designated ISTS Customers
- 9.4.1 The Nodal Agency and / or the Designated ISTS Customers shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.



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10. BILLING AND PAYMENT OF TRANSMISSION CHARGES

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

10.2 Calculation of Monthly Transmission Charges:

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

10.3 Rebate & Late Payment Surcharge:

The rebate and late payment surcharge shall be governed as per Sharing Regulations.

10.4 Disputed Bills, Default in payment by the Designated ISTS Customers & Annual Reconciliation:

Any Disputed Bill, Default in payment by the Designated ISTS Customers & Annual Reconciliation shall be governed as per Sharing Regulations.

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11. FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

- 11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.
- 11.2.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter;

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

a) Natural Force Majeure Events:

- i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and
- ii. epidemic/pandemic notified by Indian Governmental Instrumentality.

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b) Non-Natural Force Majeure Events:

- i. Direct Non-Natural Force Majeure Events
 - Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or

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- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.
- ii. Indirect Non Natural Force Majeure Events
 - act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
 - radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or
 - industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

- 11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:
 - (a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;
 - (b) Delay in the performance of any Contractors or their agents;
 - (c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;

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- (d) Strikes or labour disturbance at the facilities of the Affected Party;
- (e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and
- (f) Non-performance caused by, or connected with, the Affected Party's:
 - i. negligent or intentional acts, errors or omissions;
 - ii. failure to comply with an Indian Law; or
 - iii. breach of, or default under this Agreement or any Project Documents.
- (g) Any error or omission in the survey report provided by BPC during the bidding process.

11.5 Notification of Force Majeure Event

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

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

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

11.6 Duty to perform and duty to mitigate

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

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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/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;
- (b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.
- (c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Appendix -IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024 as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Appendix -IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).
- (d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Nodal Agency may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Nodal Agency's personnel with access to the Project to carry out such inspections.
- (e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

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12. CHANGE IN LAW

12.1 Change in Law

- 12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:
 - the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
 - a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
 - the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
 - a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
 - any change in the licensing regulations of the Commission, under which the Transmission License for the Project was granted if made applicable by such Commission to the TSP;
 - change in wind zone; or
 - any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.
- 12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:
 - Taxes on corporate income; and
 - Withholding tax on income or dividends distributed to the shareholders of the TSP.

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12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

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

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

12.3 Notification of Change in Law:

- 12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.
- 12.3.2 The TSP shall also be obliged to serve a notice to the Nodal Agency even when it is beneficially affected by a Change in Law.
- 12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its estimated impact on the TSP.

12.4 Payment on account of Change in Law

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

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ARTICLE: 13

13. EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

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

- a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Nodal Agency in this regard;
- The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Nodal Agency as per provisions of this Agreement;
- c. If the TSP:
 - 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

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proceedings remain uncontested for a period of thirty (30) days; or

- ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or
- iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the Commission as per the provisions of Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 or as amended from time to time; or

- e. Failure on the part of the TSP to comply with the provisions of Article 19.1 of this Agreement; or
- f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Nodal Agency in this regard; or
- g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98% for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or
- h. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the Selected Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company / Affiliates related to the minimum equity obligation; or
- i. the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or

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- j. except for the reasons solely attributable to Nodal Agency, the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Nodal Agency; or
- k. the TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and / or fails to pay the requisite price to the parties and / or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.

13.2 Termination Procedure for TSP Event of Default

- a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.
- b. Following the issue of a Nodal Agency's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Nodal Agency.

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

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

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

- Upon the Nodal Agency not being able to fulfil its role under Article 4.2, a. the TSP may serve notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Nodal Agency.
- Following the issue of a TSP's Preliminary Notice, the Consultation Period b. shall apply.
- The Consultation Period would be for the Parties to discuss as to what c steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Nodal Agency including giving time extension to TSP, having regard to all the circumstances.
- During the Consultation Period, both Parties shall, save as otherwise d. provided in this Agreement, continue to perform their respective obligations/roles under this Agreement.

13.4 Termination due to Force Majeure

- 13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.
- 13.4.2 In case of termination of this Agreement, the TSP shall provide to the Nodal Agency the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Nodal Agency within thirty (30) days of Termination Notice.

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

- 13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP.
- 13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency

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- shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.
- 13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.
- 13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

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

13.7 Termination Payment

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

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ARTICLE: 14

14. LIABILITY AND INDEMNIFICATION

14.1 Indemnity

- 14.1.1 The TSP shall indemnify, defend and hold the Nodal Agency harmless against:
 - (a) any and all third party claims, actions, suits or proceedings against the Nodal Agency for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of Nodal Agency; and
 - (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Nodal Agency from third party claims arising by reason of:
 - i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of the Nodal Agency, or
 - ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.
- 14.1.2 The Nodal Agency shall, in accordance with the Regulations framed by CERC in this regard, indemnify, defend and hold the TSP harmless against:
 - (a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of any material breach by the Nodal Agency of any of their roles under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and
 - (b) any and all losses, damages, costs and expenses including legal costs, fines,

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penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:

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

14.2 Patent Indemnity:

14.2.1

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

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

- (b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article 14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.
- (c) If the TSP fails to notify the Nodal Agency within twenty-eight (28) days after

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

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

14.2.2

- (a) The Nodal Agency, in accordance with the Regulations framed by CERC in this regard, subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.
- (b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Nodal Agency a notice thereof, and the Nodal Agency shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Nodal Agency shall promptly notify the TSP of all actions taken in such proceedings or claims.
- (c) If the Nodal Agency fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Nodal Agency. Unless the Nodal Agency has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.
- (d) The TSP shall, at the Nodal Agency request, afford all available assistance to the Nodal Agency in attending to such proceedings or claim, and shall be reimbursed by the Nodal Agency for all reasonable expenses incurred in so

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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 Crore (Rupees Two Crore Only).

14.4 Procedure for claiming indemnity

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

Provided however that, if:

- i. the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3 below; and
- ii. the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

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

- 14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.
- 14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

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14.5 Limitation on Liability

- 14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Nodal Agency nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Nodal Agency, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.
- 14.5.2 The Nodal Agency shall have no recourse against any officer, director or shareholder of the TSP or any Affiliate of the TSP or any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of the Nodal Agency, or any Affiliate of the Nodal Agency or any of its officers, directors or shareholders for such claims excluded under this Article.

14.6 Duty to Mitigate

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

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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 15.3.

15.2 Permitted Charges:

- 15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.
- 15.2.2 However, the TSP may create any encumbrance over all or part of the receivables, or the Project Assets of the Project in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements and any other amounts agreed by the Parties.

Provided that:

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

15.2.3 Article 15.2.1 does not apply to:

- a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;
- b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or
- security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP developing and operating the Project.

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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 this Agreement and cannot assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Nodal Agency.
- 15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 and 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 Delhi.

16.2 Amicable Settlement:

- 16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:
 - (i) a description of the Dispute;
 - (ii) the grounds for such Dispute; and
 - (iii) all written material in support of its claim.
- 16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:
 - (i) counter-claim and defences, if any, regarding the Dispute; and
 - (ii) all written material in support of its defences and counter-claim.
- 16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the Commission.

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16.4 Parties to Perform Obligations:

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



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ARTICLE: 17

17. REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Nodal Agency

- 17.1.1 The Nodal Agency hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:
 - a. It has all requisite powers and authority to execute and consummate this Agreement;
 - b. This Agreement is enforceable against the Nodal Agency in accordance with its terms;
 - c. The consummation of the transactions contemplated by this Agreement on the part of Nodal Agency will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Nodal Agency is a Party or to which the Nodal Agency is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

- 17.2.1 The TSP hereby represents and warrants to and agrees with the Nodal Agency as follows and acknowledges and confirms that the Nodal Agency is relying on such representations and warranties in connection with the transactions described in this Agreement:
 - a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;
 - b. This Agreement is enforceable against it, in accordance with its terms;
 - c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

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- d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;
- e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.
- 17.2.2 The TSP makes all the representations and warranties above to be valid as on the Effective Date of this Agreement.



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ARTICLE: 18

18. INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

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

18.2 Roles and functions of Independent Engineer

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

- a. Progress Monitoring as required under this Agreement;
- b. Ensuring Quality as required under this Agreement;
- determining, as required under the Agreement, the costs of any works or services and/or their reasonableness during construction phase;
- d. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation during construction phase;
- e. determining, as required under the Agreement, the valuation of the Project Assets.
- f. Assisting the Parties in resolution of Disputes and
- g. Undertaking all other duties and functions in accordance with the Agreement.

18.3 Remuneration of Independent Engineer

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

18.4 Termination of appointment

- 18.4.1 The Nodal Agency may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.
- 18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Nodal Agency and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Nodal Agency shall

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hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Nodal agency is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Nodal Agency shall appoint forthwith another Independent Engineer.

18.5 **Authorised signatories**

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



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ARTICLE: 19

19. MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

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

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

Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of one (1) year after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above.

- 19.1.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, then, subject to the second proviso to Article 19.1.1, such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in BIJAPUR REZ TRANSMISSION LIMITED to another Affiliate or to the Parent Company / Ultimate Parent Company of the Selected Bidder. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company of the Selected Bidder.
- 19.1.3 Subject to Article 19.1.1, all transfer(s) of shareholding of **BIJAPUR REZ TRANSMISSION LIMITED** by any of the entities referred to in Article 19.1.1 and 19.1.2 above, shall be after prior written intimation to the Nodal Agency.
- 19.1.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in BIJAPUR REZ 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

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directly holds thirty percent (30%) of the equity in **BIJAPUR REZ TRANSMISSION LIMITED**, then holding of Selected Bidder A in **BIJAPUR REZ 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 **BIJAPUR REZ TRANSMISSION LIMITED**, then, for the purposes of ascertaining the minimum equity/equity lockin requirements specified above, the effective holding of Bidder A in **BIJAPUR REZ TRANSMISSION LIMITED** shall be fifteen percent (15%), (i.e., 30% x 50%)

- 19.1.5 The provisions as contained in this Article 19.1 shall override the terms of the consortium agreement submitted as part of the Bid.
- 19.1.6 The TSP shall be responsible to report to Nodal Agency, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Nodal Agency would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required.

19.2 Commitment of maintaining Qualification Requirement

- 19.2.1 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements, as stipulated in RFP Document, till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project.
- 19.2.2 Failure to comply with the aforesaid provisions shall be dealt in the same manner as TSP's Event of Default as under Article 13 of this Agreement.

19.3 Language:

- 19.3.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.
- 19.3.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

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19.4 Affirmation

The TSP and the Nodal Agency, each affirm that:

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

19.5 Severability

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

19.6 Counterparts

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

19.7 Breach of Obligations/ Roles

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

19.8 Restriction of Shareholders / Owners Liability

- 19.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.
- 19.8.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

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19.9 Taxes and Duties:

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- 19.9.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.
- 19.9.2 The Nodal Agency shall be indemnified and held harmless by the TSP against any claims that may be made against the Nodal Agency in relation to the matters set out in Article 19.9.1.
- 19.9.3 The Nodal Agency shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Nodal Agency on behalf of TSP or its personnel, provided the TSP has consented in writing to the Nodal Agency for such work, for which consent shall not be unreasonably withheld.

19.10 No Consequential or Indirect Losses

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

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

19.11 Discretion:

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

19.12 Confidentiality

- 19.12.1 The Parties undertake to hold in confidence this Agreement and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
 - (a) to their professional advisors;
 - (b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
 - (c) disclosures required under Law,

without the prior written consent of the other Parties.

Provided that, the TSP agrees and acknowledges that the Nodal Agency, may, at any time, disclose the terms and conditions of the Agreement and the RFP

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Project Documents to any person, to the extent stipulated under the Law and the Competitive Bidding Guidelines.

19.13 Order of priority in application:

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

- · terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement;
- Agreement(s), if any, under Sharing Regulations.

19.14 Independent Entity:

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

19.15 Amendments:

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

19.16 Waiver:

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

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

19.17 Relationship of the Parties:

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

19.18 Entirety:

- 19.18.1 This Agreement along with its sections, schedules and appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.
- 19.18.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Nodal Agency by the TSP shall stand superseded and abrogated.

19.19 Notices:

- 19.19.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language
- 19.19.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address

: 2 and flower, Novus Tower, plot-18, Sec-18, Churugoum
H. R-122015
: Sawabh Kaushik agrintora. com
: Soureabh: Kaushik agrintora. com

Attention

Email

Fax. No.

Telephone No.

257368E018E:

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

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addresses below:

(i) (Central Transmission Utility of India Limited (Nodal Agency)

Address

5th to 10th Floor, IRCON International Tower, Tower

no-1. Plot no -16, Sector-32, Gurugram, Haryana: 122003

Attention

Mr. Ramchandra

Email

ramachand@powergrid.in

Fax. No.

Telephone No.

9910378128

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

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

19.20 Fraudulent and Corrupt Practices

- 19.20.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Nodal Agency shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the Nodal Agency hereunder or subsistence otherwise.
- 19.20.2 Without prejudice to the rights of the Nodal Agency under Clause 19.20.1 hereinabove and the rights and remedies which the Nodal Agency may have under this Agreement, if a TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI) or after

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the execution of the agreement(s) required under Sharing Regulations, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- **19.20.3** For the purposes of this Clause 19.20, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the RFP Project Documents or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the RFP Project Documents, as the case may be, any person in respect of any matter relating to the Project or the LoI or the RFP Project Documents, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;
 - (b)"fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;
 - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;
 - (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and
 - (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

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19.21 Compliance with Law:

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

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

1.

For and on behalf of TSP

Jaw Maushi)

[Signature, Name, Designation and Address]

2.

For and on behalf of Central Transmission Utility of India Limited (Nodal Agency)

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KAMAL KUMAR JAIN

[Signature, Name Designation and Address]
আঁইড টুনিলিফাল বৃত্তিতিটো প্ৰায় কৃত্তিবা কিন্তিত
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WITNESSES:

1. For and on behalf of

: BPC

[Signature] Naveen Kuusas, GM-TFCCL

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

2. For and on behalf of

: Nodal Agency

[Signature]

Deepak Krisham, Manager, CTV IL-[Insert Name, Designation and Address of the Witness]

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SCHEDULES



Central Transmission Utility of India Limited





Schedule: 1

Project Description and Scope of Project

A. Description of the Transmission Scheme

Govt. of India has set a target of 500 GW generation capacity from non-fossil fuel resources by 2030. In this direction, MNRE has identified addition of 181.5 GW RE Potential in the States of Andhra Pradesh, Telangana, Karnataka, Rajasthan, Madhya Pradesh and Tamil Nadu (Offshore). Out of the identified 181.5 GW Potential, 86 GW RE Potential is identified in the State of Andhra Pradesh, Telangana, Karnataka and Tamil Nadu (Offshore) in Southern Region.

Out of the identified (86 GW) RE Potential in Southern Region, 17 GW has been identified in the State of Karnataka. MNRE has indicated that out of the 17 GW RE potential in Karnataka, transmission system for evacuation capacity of about 11 GW may be identified considering the Energy Storage System. A comprehensive transmission system has been identified for immediate integration and evacuation of the above potential.

Out of the 17 GW identified REZs in Karnataka, the Transmission System for Bijapur in Karnataka shall cater to 2 GW of RE potential in Bijapur area of Karnataka.

Bijapur REZ is being integrated with existing Raichur New through Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/C line. Presently connectivity of about 1450 MW has been received / granted / agreed for grant at Bijapur PS.

The transmission scheme was discussed in the 25th CMETS-SR held on 28.11.2023. The scheme was discussed and agreed in the Joint Study meeting held on 21-22nd December 2023 at Yelahanka, Bengaluru. The scheme was also discussed in the 49th SRPC meeting held on 08.12.2023.

The National Committee on Transmission in its 18th meeting held on 05.03.2024 has recommended the implementation of the subject transmission scheme through TBCB route.

Ministry of Power vide Gazette notification dated 15.03.2024 has appointed PFC Consulting Limited as BPC for bidding of the subject scheme through TBCB route.

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B. Detailed Scope of Work

	Transmission Scheme for integration of Bijapur REZ in	engine interpretarione
S No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	Establishment of 400/220 kV, 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka	24 Months (16/01/2027)
	 400/220 kV, 500 MVA, ICTs – 5 nos. 400 kV ICT bays – 5 nos. 220 kV ICT bays – 5 nos. 	
	 400 kV line bays – 2 nos. (at Bijapur PS for termination of Bijapur PS – Raichur New line)) 	
	 220 kV line bays – 10 nos. 220 kV Sectionalizer : 1 sets 	
	 220 kV Bus Coupler (BC) Bay – 2 nos. 220 kV Transfer Bus Coupler (TBC) Bay – 2 nos. 	
	Future Space Provisions:	
	 400/220kV, 500 MVA, ICTs – 5 nos. 400kV ICT bays – 5 nos. 220kV ICT bays – 5 nos. 	
	 400kV line bays – 6 nos. (with provision for SLR) 220kV line bays – 14 nos. 	
	 220kV Sectionalizer: 2 sets 220 kV Bus Coupler (BC) Bay – 2 nos. 220 kV Transfer Bus Coupler (TBC) Bay – 2 nos 	
2.	Bijapur PS – Raichur New 400kV (Quad ACSR moose) D/c line	
	• 400 kV line bays – 2 nos. (at Raichur New)	
3.	2x125MVAr 420kV bus reactors at Bijapur PS	
	• 420 kV, 125 MVAr bus reactors – 2 nos.	
	 420 kV, 125 MVAr bus reactor bays – 2 nos. 	

Note:

POWERGRID shall provide space for 2 nos. of 400 kV line bays at Raichur New for termination of Bijapur PS – Raichur New 400 kV (Quad ACSR moose) D/c line.

The Central Transmission Utility of India Limited



Bijapur REZ Transmission Limited



SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

- A.1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time. Other CEA Regulations and MoP guidelines, as applicable, shall also be followed.
- A.2.0 Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable:
- A.2.1 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.
- A.2.2 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

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

- A.3.0 Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.
- A.4.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of high intensity winds (HIW) due to thunderstorms, dust-storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.
- A.5.0 Selection of reliability level for design of tower shall be as per CEA Regulation (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

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- A.6.0 A) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
 - B) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
 - C) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the the theoretical transfer 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.
- A.7.0 The relevant conductor configuration shall be as follows: -

Name of line: Bijapur PS – Raichur New 400 kV (Quad) D/C line

Type of conductor: ACSR / AAAC / AL59

Basic parameters:

Transmission	ACSR	Equivalent	Equivalent	Sub-
line	Conductor	AAAC	minimum size of	conductor
	specified	conductor	AL59 conductor	Spacing
		based on 53%	based on 59%	
		conductivity of	conductivity of	
		Al Alloy	AL Alloy*	
400 kV D/C	Moose:	Stranding	Stranding details:	
(Quad	Stranding54/3.53	details:	61/3.31 mm	
Bundled)	mm-Al + 7/3.53	61/3.55 mm	29.79 mm	
Transmission	mm- Steel,	31.95 mm	diameter;	
Lines	31.77 mm	diameter;		457 mm
	diameter	604 mm ²	525 mm ²	737 11111
	528.5 mm ² ,	Aluminium alloy	Aluminium alloy	
	Aluminium area,	area	area	
- Anna Anna Anna Anna Anna Anna Anna Ann		-		
***************************************	Maximum DC	Maximum DC	Maximum DC	
***************************************	Resistance at	Resistance at	Resistance at 20°C	
***************************************	20°C	20°C	(Ω/km): 0.0566	

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Transmission	ACSR	Equivalent	Equivalent	Sub-
line	Conductor	AAAC	minimum size of	conductor
-	specified	conductor	AL59 conductor	Spacing
		based on 53%	based on 59%	
		conductivity of	conductivity of	
		Al Alloy	AL Alloy*	
	(Ω/km):0.05552	(Ω/km):		
		0.05506		
and a service an				
-				

			E	

	Minimum UTS:	Minimum UTS:	Minimum UTS:	
-	161.20 kN	159.80 kN	124.70 kN	
				1

Note: *

- 1. To select any size above the minimum, the sizes mentioned in the relevant Indian standard i.e. IS-398(part-6) shall be followed.
- 2. The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.
- A.8.0 The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400 kV lines shall not be less than 8 m.
- A.9.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered.
 - I. Minimum live metal clearances for 400 kV line:
 - a) (i) Under stationary conditions:

From tower body: 3.05 m

(ii) Under Swing conditions

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-	Wind Pressure Condition	Minimum Electrical Clearance
J.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	a) Swing angle (22º)	3.05 m
1	b) Swing angle (44º)	1.86 m

- b) Minimum ground clearance for 400 kV line: 8.84 m
- c) Minimum mid span separation between earthwire and conductor for 400 kV line: 9.0 m
- A.10.0 Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.
- A.11.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.
- A.12.0 In case of 400 kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized stranded steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.
- A.13.0 Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.
- A.14.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth and anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.
- A.15.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line. In order to optimize the route, use of GATISHAKTI platform shall also be made.
- A.16.0 Wherever, transmission lines are passing through cyclone prone areas i.e. areas up to 60 km from coast following shall also be applicable:
 - a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction which also includes open sea coasts, open stretch of water, desert and flat treeless plains.

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- b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.
- c) The number of consecutive spans between the section points/ angle point shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.
- A.17.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:
 - a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m² of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m² of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.
 - b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m³.
 - c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6 kg/m² per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).
 - d) Double coat of 20 mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300 mm below ground level to give protection to concrete surface from environmental and saline effect.
 - e) Before coping of chimney top portion, three coats of anti-corrosive paint of minimum 30-35 microns dry film thickness each shall be applied on the stub in the 50 mm coping portion as well as up to 350 mm above CL portion.

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A.18.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least above HFL (High Flood Level) or the historical water stagnation/ logging level (based on

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locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher).

- A.19.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level which are installed in protected areas shall be designed for Multicircuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to CEA, CTU and BPC by the TSP.
- The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI A.20.0 projects and other projects.
- Safety precautions in regards to gas/oil pipe lines in vicinity of Transmission lines shall be A.21.0 taken in coordination with gas/ petroleum authorities.



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SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220 kV Bijapur Pooling Station and extension of 400 kV Raichur New S/s shall be conventional AIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

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

B.1.0 Salient features of Substation Equipment and Facilities

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

B.1.1 Insulation Coordination

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

S!. No	Description of Parameters	400/220 kV Bijapur PS		Extn. of 400 kV Raichur S/s	
		400 kV	220 kV	400 kV	
-		System	System	System	
1.	System Operating Voltage	400 kV	220 kV	400 kV	
2.	Maximum voltage of the system (rms)	420 kV	245 kV	420 kV	
3.	Rated Frequency	50 Hz	50 Hz	50 Hz	
4.	No. of Phases	3	3	. 3	
5.	Rated Insulation Levels				
i)	Lightning Impulse withstand voltagefor (1.2/50 micro sec.)				
	 for Equipment other than Transformer and Reactors 			,	
	- for Insulator String	1425 kVp	1050 kVp	1425 kVp	
		1550 kVp	1050 kVp	1550 kVp	
ii)	Switching Impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp	-	1050 kVp	

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SI. No	Description of Parameters	400/220 k\	400/220 kV Bijapur PS	
		400 kV	220 kV	400 kV
	·	System	System	System
iii)	One minute power frequency	630 kV		630 kV
	dry withstandvoltage (rms)	030 KV	w.	030 KV
iv)	One minute power frequency			
	dry and wet		460 kV	••
	withstand voltage (rms)			15
6.	Corona Extinction Voltage	320 kV	-	320 kV
7.	Max. radio interferencevoltage for	1000 micro-	1000 micro-	1000 micro-
	frequency between 0.5 MHz and 2	volts at 266	volts at 156	volts at 266
	MHz	kV rms	kV rms	kV rms
8.	Minimum creepage distance for	13020 mm	7595 mm	13020 mm
	insulator string/ longrod	(31 mm/kV)	(31 mm/kV)	(31 mm/kV)
	insulators/outdoor bushings	(01 11111)/1(4)	(32 111111)	(52 1111,1)
9.	Minimum creepage distance	10500 mm	6125 mm	10500 Mm
	for switchyardequipment	(25 mm/kV)	(25 mm/kV)	(25 mm/kV)
10.	Max. Fault Current	63 kA	50 kA	63 kA
11.	Duration of fault	1 sec	1 Sec	1 sec

B.1.2 Switching Scheme

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

Substation	400 kV side	220 kV side
400/220 kV Bijapur PS (AIS)	One and Half breaker	Double Main and Transfer
Extn. of 400 kV Raichur New S/s (AIS)	One and Half breaker	

Notes: -

- For one and half breaker switching scheme, any double circuit line consisting of two numbers feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.
- ii) Two transformers of same HV rating shall not be connected in the same diameter and similarly two bus reactors of same HV rating shall also not be connected in the same diameter.

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- iii) A diameter in one and half breaker scheme is a set of 3 circuit breakers with associated isolators, earth switches, current transformers etc. for controlling of 2 numbers feeders.
- iv) 400 kV line bays shall be constructed such that space provision is kept for future switchable line reactors.
- v) One (1) set of bus sectionalizer for 220 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.
- vi) TSP shall plan connectivity of lines and transformers to bus bar in such a way that all power can be evacuated successfully without crossing the thermal limit at any point.
- vii) 400 kV Raichur New S/s Extension: One circuit of Bijapur PS Raichur 400 kV D/C transmission line shall be terminated in bay No. 410 (associated Tie bay is already existing). Other circuit of Bijapur PS Raichur 400 kV D/C transmission line shall be terminated in adjacent new diameter (i.e. Main and Tie bay are to be constructed under present scope) as per SLD and GA drawing provided with RfP. Further, 400 kV line bays at Raichur shall be such that provision is kept for future switchable line reactors.

viii) 400/220 kV Bijapur S/s:

220 kV Bus Section shall be with the following feeder distribution.

220 kV Bus Section-1	220 kV Bus Section-2
a) 3 Nos. of 400/220 kV ICT	a) 2 Nos. of 400/220 kV ICT
b) 6 Nos. of 220 kV Line	b) 4 Nos. of 220 kV Line
c) 1 No. Bus Coupler and 1 No.	c) 1 No. Bus Coupler and 1 No.
Transfer Bus Coupler	Transfer Bus Coupler
220 kV Bus Section-3 (Future)	220 kV Bus Section-4 (Future)
a) 3 Nos. of future 400/220 kV ICT	a) 2 Nos. of future 400/220 kV ICT
b) 8 Nos. of future 220 kV Line	b) 6 Nos. of future 220 kV Line
c) 1 No. future Bus Coupler and 1	c) 1 No. future Bus Coupler and 1
No. future Transfer Bus Coupler	No. future Transfer Bus Coupler

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

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		400/220 k\	/ Bijapur PS	Extn. of 400 kV Raichur
SI.No	Description of bay			S/s
		400 kV	220 kV	400 kV
1.	Bus Bar	4000 A	3000 A	As per existing
2.	Line bay	3150 A	1600 A	3150 A
3.	ICT bay	3150 A	1600 A	N/A
4.	Bus Reactor Bay	3150 A	N/A	N/A
5.	Bus Coupler Bay	N/A	3000 A	N/A
6.	Transfer Bus coupler	N/A 1600 A		N/A
0.	bay			

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

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

B.2.2 420 kV, 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 Voltage Class)" as amended up to date available on CEA website.

B.2.3 400 kV and 220 kV AIS Substation equipment (as applicable)

B.2.3.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-1 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. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. The rated break time shall not exceed 40 ms for 400 kV circuit breakers and 60 ms for 220 kV circuit breakers. The 400 kV and 220 kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400 kV lines shall be provided with pre-insertion closing resistor of about 400 ohms with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km length. 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 400 kV Circuit breaker of switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and ICTs.

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B.2.3.2 Isolators (AIS)

The isolators shall comply with IEC 62271-102 in general. 400 kV and 220 kV isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Isolator rated for 400 kV and 220 kV shall be of extended mechanical endurance class - M2 as per IEC-62271-102. Isolator rated for 220 kV shall be suitable for bus transfer current switching duty as per IEC-62271-102. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400 kV and 220 kV earth switches for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 400 kV shall have six cores (four for protection and two for metering) and 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.3.4 Capacitive Voltage Transformers (AIS)

Capacitive Voltage Transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. The accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive Voltage Transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400 kV and 220 kV shall be of 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.3.5 Surge Arresters (AIS)

336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type Surge Arresters with thermal energy (W_{th}) of minimum 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 400 kV and 220 kV systems respectively. Other characteristics of Surge Arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances near Transformers and Reactors so as

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to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, autotransformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt within this section. All main protective relays shall benumerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of the 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

400 kV and 220 kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 400 kV and 220 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of the same make may be provided only if they are of different hardware and manufacturing platform or different principles 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 30 km) having Fiber Optic Communication Link. Differential relay at the remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at the remote end shall be provided by the respective bay owner.

In case of 220 kV 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.

Further, all 400 kV and 220 kV lines shall be provided with single and three phase autoreclosing facility to allow reclosing of circuit breakers in case of transient faults. These

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lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV and 220 kV lines shall also be provided with two stages over voltage protection. The over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and 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 400 kV and 220 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main-II feature.

b) Auto Transformer Protection

These shall have the following protections:

- i) Numerical Differential Protection
- ii) Numerical Restricted Earth Fault Protection
- iii) Numerical Back-up Directional Over-Current and Earth Fault Protection on High Voltage (HV) and Intermediate Voltage (IV) side
- iv) Numerical Over Fluxing Protection on HV and IV side
- v) Numerical Overload Alarm

Further, numerical back-up over-current and earth fault protection on HV and IV side of autotransformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

c) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential Protection.

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- ii) Numerical Restricted Earth Fault Protection
- iii) Numerical Back-up Impedance Protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

d) Bus Bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220 kV buses. Duplicated bus bar protection is envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporates the necessary features required for ensuring security.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

In case, the bus section is provided, then each side of bus section shall have separate set of bus-bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

e) Local Breaker Back-up Protection

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

Notes:

- LBB and REF relays shall be provided separately from transformer differential relay.
- 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).
- Over fluxing and overload protection can be provided as built-in feature of differential relay.
- 4. In 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.

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B.2.5 Substation Automation System

a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation System, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 220 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room.

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

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

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

In the existing Substations where substation automation is not provided, control functions shallbe done through control panels.

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

b) Time Synchronization Equipment

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

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B.3.0 Substation Support Facilities

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

B.3.1 AC and DC power supplies

For catering the requirements of three phase and single phase AC supply and DC supply for various substation equipment (for present and future scope), the following arrangement is envisaged:-

(i) For LT Supply at each new Substation, two (2) Nos. of auxiliary Transformers (minimum 630 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by CTU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RPC as part of Regional Energy Accounting.

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

(ii) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger.

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. Two (2) sets of 48 V battery banks for PLCC and communication equipment for present and future scope shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required. 48 V DC can be achieved from 220 V DC battery bank using adapter, if so desired by TSP, without compromising backup time.

(iii) Suitable AC and DC distribution boards and associated LT Switchgear shall be provided at new substation.

For new substation, following switch boards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

(a) 415 V Main Switch board – 1 No.

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- (b) AC distribution board 1 No.
- (c) Main lighting distribution board 1 No.
- (d) Emergency lighting distribution board -1 No.
- (e) 220 Volt DC distribution board 2 Nos.
- (f) 48 Volt DC distribution board 2 Nos.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have equipped modules for all the feeders (including future as specified).

- (iv) At new Substation, one No. of DG set (minimum 250 kVA for substations withhighest voltage rating as 400 kV) shall be provided for emergency applications.
- (v) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including Transformer and Reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amended from time to time.

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

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

B.3.3 Oil Evacuating, Filtering, Testing and Filling apparatus

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

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Technical Specification of CEA on transformers.

B.3.4 Illumination

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

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

B.3.5 Control Room

For the new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from the control room forall the future bays.

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

B.3.6 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

B.3.7 Visual Monitoring System (VMS) for watch and ward of substation premises:

Visual Monitoring System for effective watch and ward of substation premises shall coverall the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT,CVT, SA etc. as applicable), 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. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

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All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibilityrequirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4.0 General Facilities

- a) Line Gantry/Towers are envisaged for bays under the present scope only. However, for the adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines and Twin conductor for 220 kV future lines) wherever applicable.
- b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirements/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.
- c) TSP has to arrange for construction power and water on its own.
- d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m². However, for coastal/creek regions it shall be at least 900 g/m² (if applicable).
- e) In 400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future bay shall be designed considering the current rating of line bay i.e. 3150 A.
- f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of the complete substation area including future switchyard area to prevent encroachment and unauthorized access. The minimum height of the boundary wall shall be of 1.8 m from Finished Ground Level (FGL).
- g) All electrical equipment shall be installed above the Highest Flood Level (HFL) and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.
- h) As per CEA Manual on Transmissions Planning criteria 2023, Line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

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B.5.0 EXTENSION OF EXISTING SUBSTATION

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

SI. No	Drawing Title	Drawing No./Details	Rev. No.
	400 kV Raichur S/s		
1.	Single Line Diagram	C/Engg/SR/Raichur/18 th NCT/SLD/01	0
2.	General Arrangement	C/Engg/SR/Raichur /18 th NCT/GA/01	0
3.	Earthmat Layout	TB-0-349-316-005	2
4.	Visual Monitoring System	Make : Nice Vision	
5.	Bus Bar Protection	Make: GE	
6.	Substation Automation System (SAS)	Make: GE	

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



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SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

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

The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for teleprotection in addition to one channel for speech plus data for each direction.

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

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

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

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

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

C.1.0 Establishment of 400/220 kV Bijapur (Vijayapura) PS

- (I) TSP shall supply, install and commission 3 No. FODP (96F or higher) and 1 No. FODP (24F or higher) along with panel and approach Cable (24F each), Joint Box etc. with all associated hardware fittings from gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.
- (II) TSP shall supply, install and commission One or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum Thirteen (13) directions with MSP

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(Multiplex Section Protection - 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among 400/220 kV Bijapur (Vijayapura) PS, Raichur New S/s, 10Nos. 220 kV line bays. The suitable DC Power Supply and backup to be provided for communication equipment.

- (III) FODP and FOTE equipment with panels shall be provided in Control Room of 400/220 kV Bijapur (Vijayapura) PS. FOTE and FODP Eq can be accommodated in same panel to optimize space.
- (IV) TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.
- (V) The maintenance of all the communication equipment and software thereof including FOTE, FODP, PMU, approach cable, DCPS alongwith Battery Bank and Firewall shall be the responsibility of TSP.

C.2.0 Bijapur PS - Raichur New 400 kV D/C line

On Bijapur PS – Raichur New 400 kV D/C line, TSP shall supply, install and commission One (1) No. OPGW cable containing 24 Fibres (24F) on one E/W peak and conventional earth wire on other E/W peak.

The TSP shall install this OPGW from gantry of 400/220 kV Bijapur PS up to the gantry of Raichur New 400 kV with all associated hardware including Vibration Dampers, midway and gantry Joint Boxes (called **OPGW Hardware** hereafter) and finally terminate in Joint Boxes at end Substations. The transmission line length is **150 kms (approx.)**, where repeater may not be required to meet the link budget requirement of Bijapur PS – Raichur New 400 kV D/C link.

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

C.3.0 FOTE requirement at Raichur (New) S/s (for 2 Nos. of 400 kV Line bays)

(I) TSP shall supply, install and commission 1 No. FODP (72F or higher) alongwith panel and required Approach Cable (24F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

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- (II) TSP shall supply, install and commission One STM-16 (FOTE) equipment alongwith panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection - 1+1) with necessary interfaces to meet the voice and data communication requirement between 400/220 kV Bijapur (Vijayapura) PS, Raichur New S/s.. The suitable DC Power Supply and backup to be provided for communication equipment.
- (III) FOTE/FODP panel shall be installed in the new Bay Kiosk (Switchyard Panel Room (SPR)). The FOTE under present scope shall be integrated by TSP with the existing FOTE at control room of Raichur (New) S/s which shall be communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc. and optical interfaces/equipment in the existing FOTE/FODP panels in control room for integration with the existing FOTE for onwards data transmission.

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

- (IV) FOTE and FODP can be accommodated in same panel to optimize space.
- (V) The maintenance of all the communication equipment and software thereof including FOTE, FODP, approach cable, PMU, DCPS alongwith Battery Bank shall be the responsibility of TSP.

C.4.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install and commission required No. of Phasor Measurement Units (PMUs) at all the locations under the scope this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (along with all amendments if any), and all the applicable Regulations, Standards, Guidelines issued time to time. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating stations with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation/generating stations for onwards data transmission to the PDC (Phasor Data

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Concentrator) located at respective RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

C.5.0 Specific Requirement for NMS/ UNMS integration

The new communication equipment/ system under the present scope shall be compatible for integration with existing regional level NMS system/ Centralized Supervision and Monitoring System (CSMS) i.e. Regional UNMS. The local configuration of the new communication equipment at the station end shall be the responsibility of TSP as per **Annexure F.3**. The configuration work in the existing centralized NMS/ CSMS at Control center end, for integration of new communication equipment/ system shall be done by Regional ULDC Team/ NMT, however all the necessary support in this regard shall be ensured by TSP.

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

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Appendix-F.1

Repeater Requirements

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

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

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

OR

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

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

OR

• If the repeater location is finalized on land near the transmission tower. TSP shall make the provisions for Land at nearby tower for repeater shelter. Further TSP shall provide 1 No. Approach Cable (48F) / UGFO (48F) with all associated hardware fittings to establish connectivity up to the location of repeater shelter.

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

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

Transmission System under "Transmission Scheme for integration of Bijapur REZ in Karnataka"

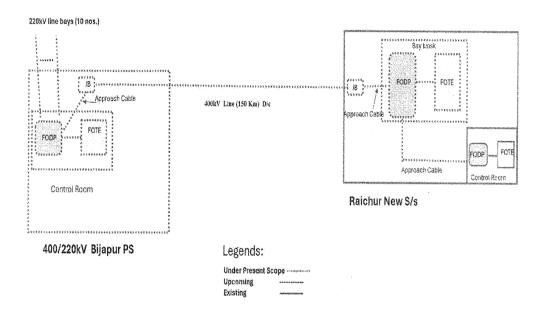


Figure F.1







Annexure-F.1

Next Generation Firewall (NGFW)

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

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

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

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

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

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Annexure F.2

Specifications of Next Generation Firewall (NGFW)

- NGFW shall have following features including but not limited to:
 Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection
 (DPI), Denial of service (DoS) and Distributed Denial of Service (DDoS) prevention,
 Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) and Media
 Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention
 System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack
 prevention.
- 2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and UDP packets. It shall have the provision to define application control list based on application group and/or list.
- 3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching
- 4. Firewall shall have Management Console port to configure remotely.
- 5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
- 6. Firewall shall be rack mounted in existing standard equipment cabinets.
- 7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
- 8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.
- 9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.
- 10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.
- 11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.

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- 12. Firewall shall have the capability to configure sufficient number of VLANs.
- 13. Firewall shall have the capability to support sufficient number of sessions.

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- 14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 Nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps
- 15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
- 16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.
- 17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
- 18. Shall support simultaneous operation with both IPv4 and IPv6 traffic
- 19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization
- 20. Firewall shall have the features of port as well as MAC based security
- 21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
- 22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.
- 23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

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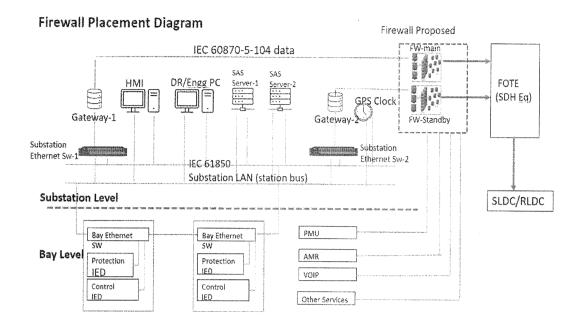


Figure F.2

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Annexure F.3

Requirement for integration of Communication Equipment with Regional UNMS:

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

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C.6.0 PLCC and PABX:

Power Line Carrier Communication (PLCC) equipment complete for speech, teleprotection commands and data channels shall be provided on each transmission line. The PLCC equipment shall in brief include the following:

- Coupling device, Coupling filters, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided at as means
 of effective communication among various buildings of the substation, remote end
 substations and with control centres (RLDC/SLDC) etc.
- Coupling devices shall be suitable for phase-to-phase coupling for 400 kV 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 caseof 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 setof Digital protection coupler for both ends) shall be provided by TSP. PLCC to be provided for following lines under present scope:

SI.	Line name	PLCC configuration
No		
1	Bijapur PS – Raichur New 400 kV D/C line	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.

Further, CVT and Wave trap for all 400 kV and 220 kV line bays under present scope shall be provided by TSP.

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- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 2 sets of 48V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10 hours battery backup and extended backup, if required.



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Schedule: 2 Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

S. No.	Name of the Transmission Element	Scheduled COD from Effective Date	Transmission Charges recoverable	Element(s) which are pre- required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka			Element at SI. No. 2 and 3
2.	Bijapur PS — Raichur New 400 kV (Quad ACSR moose) D/C line		100	Element at Sl. No. 1 and 3
3.	2x125MVAr 420 kV bus reactors at Bijapur PS			Element at Sl. No. 1 and 2

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Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1. Site Regulations and Safety:

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Nodal Agency and the 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 entity, other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3. Site Clearance:

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4. Watching and Lighting:

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

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Schedule: 4

Computation of Transmission Charges

1.1 General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per Sharing Regulations.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmissi	Transmission Charges for Element 1		Transmissi	on Charges for E	lement 2
1-Feb-18 to	140 X 25% X	5.65			0.00
31-Mar-18	((28+31)/365)				
1-Apr-18 to	140 X 25% X	23.39		- No.	0.00
30-Nov-18	(244/365)				
1-Dec-18 to		140 X 100%	X (121/365)		46.41
31-Mar-19					
2		140 X 100% X 1			
3		140 X 1	00% X 1		140
4		140 X 1	00% X 1		140
5		140 X 1	00% X 1		140

36		140 X 100%	X (244/365)		93.59
(1-Apr to 30-					
Nov)					

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Central Transmission Utility of India Limited

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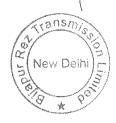


Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in Months		Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to	40.20	0.00		~-	0.00
31-Mar-18					
1-Apr-18 to		0.00			0.00
30-Jun-18					
1-Jul-18 to	140 X 25% X	14.67			0.00
30-Nov-18	(153/365)				
1-Dec-18 to		140 X 100% X (121/365)			
31-Mar-19					
2		140 X 10	00% X 1		140
3		140 X 10	00% X 1		140
4		140 X 10	00% X 1		140
5		140 X 10	00% X 1		140

36		140 X 100%	X (244/365)		93.59
(1-Apr to 30-					
Nov)					

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Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule Months	Scheduled C in of the Eleme	oD Actual CoD of the nt Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1		Transmission Charges for Element 2			
1-Feb-18 to	wa wa	0.00		**	0.00
31-Mar-18					
1-Apr-18 to	~ ~	0.00		W-96	0.00
30-Sept-18					
1-Oct-18 to	eor 100	0.00	1-Oct-18 to		0.00
30-Nov-18			30-Nov-18		-
1-Dec-18 to	140 X 100% X (121/365)				46.41
31-Mar-19			, ,		
2		140 X 1	00% X 1		140
3		140 X 1	.00% X 1		140
4		140 X 1	.00% X 1		140
5		140 X 1	.00% X 1		140
***************************************			_		

36		140 X 100%	X (244/365)		93.59
(1-Apr to 30-	•				
Nov)					

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New Delhi

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Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on
	Months			Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-May-2020	25%
Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1		Transmission Charges for Element 2			
1-Oct-19 to 31-Mar-20	**************************************	0.00	1-Oct-19 to 31-Mar-20	**************************************	0.00
1-Apr-20 to 30-Apr-20	×	0.00	1-Apr-20 to 30-Apr-20	···	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
´4	140 X 100% X 1			140	
5	140 X 100% X 1			140	

36		140 X 100%	6 X (30/ 365)	,	11.51
(1-Apr to 30- Apr)					

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Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1		Transmission Charges for Element 2			
1-Feb-18 to	ok into	0.00		**	0.00
31-Mar-18					
1-Apr-18 to		0.00		~~	0.00
30-Jun-18		***************************************			
1-Jul-18 to	140 X 25% X	14.67		we.	0.00
30-Nov-18	(153/365)				
1-Dec-18 to		140 X 100% X (121/365)			46.41
31-Mar-19					
2		140 X 10	00% X 1		140
3		140 X 10	00% X 1		140
4		140 X 10	00% X 1		140
5		140 X 10	00% X 1		140

36		140 X 100%	X (244/365)		93.59
(1-Apr to 30-			•		
Nov)					

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Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion	Scheduled CoD	Actual CoD of the	% Charges
	Schedule in	of the Element	Element	recoverable on
	Months			Scheduled CoD of
				the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Char	Transmission Charg	Charges for Element 2	
1-July-19 to 31-Mar-20	140 X 100%	X (274/365)	105.09
2	140 X 1	.00% X 1	140
3	140 X 1	.00% X 1	140
4	140 X 100% X 1		140
5	140 X 1	.00% X 1	140

36	140 X 1009	6 X (91/365)	34.91
(1-Apr to 30- Jun)			

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Illustration-7: In case of early commissioning of an element

Quoted Transmission Charges: **Rs. 140 Million** Completion Schedule:

Element No.	Completion	Scheduled CoD	Actual CoD of the	% Charges
	Schedule in	of the Element Element		recoverable on
	Months			Scheduled CoD of
				the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1		Transmission Charges for Element 2		ement 2	
1-Apr-2019 to 30-Jun-19	140 X 25% X (91/365)	8.72	1-Apr-2019 to 30-Jun-19		0.00
1-July-19 to 31-Mar-20	14	140 X 100% X (274/ 365)			105.09
2		140 X 100% X 1			140
3		140 X 100% X 1			
4		140 X 100% X 1			
5	140 X 100% X 1				140

36 (1-Apr-30-Jun)	14	34.91			

The Transmission Charges shall be payable on monthly basis as computed above.

1.2 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

For AC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 98% and less than or equal to 98.5%;

Monthly Transmission Charges MTC(m) = Tmn *1

a. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

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d. If Actual Transmission System Availability for the month m of contract year n is less than 98% and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%;

Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 96%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

where:

- AA is the actual Availability, as certified by RPC, as per procedure provided in Schedule
- m is the month in Contract Year 'n'
- Tmn= Transmission Charges for the month 'm' in Contract Year 'n' = (=Transmission Charge/ no. of days in the Year n)* no. of days in month m

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

1.3 RLDC Fee & Charges

The payment of RLDC fee & charges, in accordance with relevant regulations of CERC, shall be the responsibility of the TSP.

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Quoted Transmission Charges

[Quoted Transmission Charges from Annexure - 21 of the RFP of the Selected Bidder to be inserted here]

[To be incorporated from the Bid of the Selected Bidder submitted during the e-reverse auction after its selection]

Quoted Annual Transmission Charges: Rs. 1077.00 Million

Proportionate Transmission Charges payable for each Element of the Project:

S. No.	Name of the Transmission Element	Scheduled COD from Effective Date	Transmission Charges recoverable	Element(s) which are pre- required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV 5x500 MVA Pooling Station near Bijapur (Vijayapura), Karnataka	24 months		Element at Sl. No. 2 and 3
2.	Bijapur PS — Raichur New 400 kV (Quad ACSR moose) D/C line		100	Element at Sl. No. 1 and 3
3.	2x125MVAr 420 kV bus reactors at Bijapur PS			Element at Sl. No. 1 and 2

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Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024

Procedure for Calculation of Transmission System Availability Factor for a Month

- 1. Transmission system availability factor for nth calendar month ("TAFPn") shall be calculated by the respective transmission licensee, 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 the case of the AC system, transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system. In the case of the HVDC system, transmission System Availability shall be calculated on a consolidated basis for all inter-state HVDC systems.
- 2. Transmission system availability factor for nth calendar month ("TAFPn") shall be calculated by considering the 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 transformers 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 the HVDC link, along with associated equipment at both ends, shall be considered as one element;
 - vi) HVDC back-to-back station: Each block of the HVDC back-to-back station shall be considered as one element. If the associated AC line (necessary for the transfer of inter-regional power through the HVDC back-to-back station) is not available, the HVDC back-to-back station block shall also be considered unavailable;
 - vii) Static Synchronous Compensation ("STATCOM"): Each STATCOM shall be considered as a separate element.

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3. The Availability of the AC and HVDC portion of the Transmission system shall be calculated by considering each category of transmission elements as under:

TAFPn (in %) for AC system:

Where,

o = Total number of AC lines.

AVo = Availability of a number of AC lines

p = Total number of bus reactors/switchable line reactors

AVp — Availability of p number of bus reactors/switchable line reactors

q1 = Total number of ICTs

AVq = Availability of q number of ICTs

r == Total number of SVCs

AVr = Availability of r number of SVCs

u = Total number of STATCOM

AVu = Availability of u number of STATCOM

TAFMn (in %) for HVDC System:

$$\sum\nolimits_{x=1}^{n} \operatorname{Cxbp}\left(\operatorname{act}\right) \times \operatorname{AVxbp} + \sum\nolimits_{y=1}^{n} \operatorname{Cy}\left(\operatorname{act}\right) \operatorname{bib} \times \operatorname{AVybtb}$$

$$= \sum\nolimits_{x=1}^{n} \operatorname{Cxbp} + \sum\nolimits_{y=1}^{n} \operatorname{Cybtb}$$

Where

Cxbp(act) = Total actual operated capacity of x^{th} HVDC pole

Cxbp = Total rated capacity of xth HVDC pole

AVxbp = Availability of xth HVDC pole

Cybtb(act) = Total actual operated capacity of yth HVDC back-to-back station block

Cybtb = Total rated capacity of yth HVDC back-to-back station block

AVybtb = Availability of yth HVDC back-to-back station block

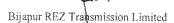
s = Total no of HVDC poles

Total no of HVDC Back to Back blocks

an No

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- 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 the Availability of each category of the transmission elements are as per **Appendix-V**. The weightage factor for each category of transmission elements shall be considered as under:
 - (a) For each circuit of the AC line The 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 stations 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 the 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 an 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 a dispute regarding deemed availability, the matter may be referred to the 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 the concerned RLDC.
 - iii. Shut down of a transmission line due to the Project(s) of NHAI, Railways and Border Road Organization, including for shifting or modification of such transmission line or any other infrastructure project approved by Ministry of Power. Member Secretary, RPC may restrict the deemed availability period to that considered reasonable by him for the work involved; Provided that apart from the deemed availability, any other costs involved in the process of such shutdown of transmission line shall not be borne by the DICs.

Provided that such deemed availability shall be considered only for the period for which DICs are not affected by the shutdown of such transmission line.

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- 6. For the following contingencies, the outage period of transmission elements, as certified by the Member Secretary, RPC, shall be excluded from the total time of the element under the period of consideration for the following contingencies:
 - Outage of elements due to 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 the 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 a substation or bays owned by another agency causing an 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;
 - iii) The outage period which can be excluded for the purpose of sub-clause (i) and (ii) of this clause shall be declared as under:
 - a. Maximum up to one month by the Member Secretary, RPC;
 - b. Beyond one month and up to three months after the decision at RPC;
 - c. Beyond three months by the Commission for which the transmission license shall approach the Commission along with reasons and steps taken to mitigate the outage and restoration timeline.
- 7. Time frame for certification of transmission system availability: (1) The following schedules shall be followed for certification of availability by the Member Secretary of the concerned RPC:
 - Submission of outage data along with documentary proof (if any) and TAFPn calculation by Transmission Licensees to RLDC/ constituents
 - By the 5th of the following month;
 - Review of the outage data by RLDC / constituents and forward the same to respective

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RPC – by 20th of the month;

• Issue of availability certificate by respective RPC – by the 3rd of the next month.

Appendix-V

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

For AC transmission system

$$AVq(Availability of q no. of ICTs) = \underbrace{\Sigma_{k=1}^q Wk(Tk-TNAk)/Tk}_{\Sigma_{k=1}^q Wk}$$

$$AVr(Availability of r no. of SVCs) = \frac{\sum_{i=1}^{A=1} W_i(Ti - Ti Al) v Ti}{\sum_{i=1}^{B} W_i}$$

$$AVp(Availability of p no. of Switched Bus reactors) = \underbrace{\begin{array}{c} F \\ \sum\limits_{m=1}^{p} W_m(Tm - TNAm)/Tm \\ \\ \sum\limits_{m=1}^{p} W_m \end{array}}_{} Wm$$

$$AVu(Availability of u no. of STATCOMs) = \frac{\sum^{u} Wn(Tn - TNAn) Tn}{\sum_{n=1}^{u} Wn}$$

$$AV_{xbp}(Availability of an individual HVDC pole) = \frac{(Tx-TN)}{Tx}$$

AVybib (Availability of an individual HVDC

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For the HVDC transmission system

For the new HVDC commissioned but not completed twelve months;

For first 12 months: [(AVxbp of AVybrb)x95%/85%], subject to a ceiling of 95%.

Where,		
0	****	Total number of AC lines;
AVo	::::::::::::::::::::::::::::::::::::::	Availability of o number of AC lines;
p	-	Total number of bus reactors/switchable line reactors;
AVp	2000	Availability of p number of bus reactors/switchable line reactors;
q	===	Total number of ICTs;
AVq		Availability of q number of ICTs;
ſ		Total number of SVCs;
AVr	-	Availability of r number of SVCs;
U	200000	Total number of STATCOM:
AVu		Availability of u number of STATCOMs;
Wř		Weightage factor for ith transmission line;
Wλ	2000000	Weightage factor for kth ICT;
W	******	Weightage factors for inductive & capacitive operation of lth SVC;
Wm	-	Weightage factor for mth bus reactor;
Wn	*******	Weightage factor for nth STATCOM.
$\mathbf{T} \hat{t}_s$, $\mathbf{T} \hat{k}_s$, $\mathbf{T} \hat{l}_s$,		The total hours of ith AC line, kth ICT, ith SVC, mth Switched Bus Reactor
Tm, Tn, Tx,		& nth STATCOM, xth HVDC pole, yth HVDC back-to-back blocks during the period under consideration (excluding time period for outages not attributed to transmission licensee for the reasons given in Para 5 of the procedure)
T _{NA} , T _{NA} k		The non-availability hours (excluding the time period for outages not T _{NA} l, T _{NA} m, attributable to transmission licensee taken as deemed availability as T _{NA} n, T _{NA} n, T _{NA} n, T _{NA} n, T _{NA} y per Para 5 of the procedure) for ith AC line, kth ICT, Ith SVC, mth Switched Bus Reactor, nth STATCOM, with INTO pole and with INTO heals to be a lateral to the state.

xth HVDC pole and ythHVDC back-to-back block.

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Central Transmission Utility of India Limited



Bijapur REZ Transmission Limited



Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

Bid Dated 27.09.2024 & 07.11.2024 shall be integral part of this agreement.



Central Transmission Utility of India Limited



Bijapur REZ Transmission Limited



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.)

Barakhamba Lane- 1, Connaught Place, New Delhi, Central Delhi- 110001, Delhi agreeing to undertake the obligations under the Transmission Service Agreement datedand the other RFP Project Documents and the Nodal Agency and the PFC Consulting Limited, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the
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 Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
Our liability under this Guarantee is restricted to Rs
The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from (in its roles as the Nodal Agency),

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Central Transmission Units of India Limited

Bijapur KEY Transmission Limited

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made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be, to make any claim against or any demand on BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be, or to give any notice to BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against BIJAPUR REZ TRANSMISSION LIMITED or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

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Central Transfer Story Hility of India Limited

Bijapur Briz Transmiston Limited

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

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



Central Transmission Utility of India Limited

New Delhi

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Bijapur REZ Transmission Limited

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$$\Delta T = [(P \times d)] \div [1 - (1 + d)^{(-n)}]$$

Where,

 ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the CERC, applicable on the Bid Deadline

The increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero point three percent) of the quoted Transmission Charges of the TSP.



Transmission Tolhi

Bijapur REZ Transmission Limited

Form-I

Application Form for Grant of Transmission licence

1. Particulars of the Applicant

S No	Particulars	Details
i.	Name of the Applicant	Bijapur REZ Transmission Limited
ii.	Status	Limited Company
iii.	Address	Urjanidhi, First Floor, 1, Barakhamba Lane, Connaught Place, New Delhi, Central Delhi- 110001, Delhi
iv.	Name, Designation & Address of the Contact	Vivek Pratap Singh
	Person	[Assistant General Manager],
		Bijapur REZ Transmission
		Limited, C/o G R Infraprojects
	毕	Limited, 2 nd Floor, Novus Tower, Plot
		No. 18, Sector-18, Gurugram, Haryana
		- 122015
V,	Contact Telephone No	9458581939
vi.	Fax No	
vii.	Email ID	brtl@grinfra.com
viii.	Place of Incorporation/ Registration	New Delhi
îx.	Year of Incorporation/ Registration	2024
х.	Following documents are to be enclosed	
Anne An Mexes	a) Certificate of Registration	Annexure1
	b) Copy of Board Resolution	Annexure 17



2. Particulars of the Project for which licence is being sought:

a) Transmission Lines:Bijapur PS – Raichur New 400kV (Quad ACSR moose) D/c line

SI. No	Name of the Transmission Element	Voltage Class (kV)	Length	Type (S/D or D/C)	Remarks
1	Bijapur PS – Raichur New 400kV (Quad ACSR moose) D/c line	400 kV	~137 km	D/C Line	ę

b) Sub-stations:

Sl. No	Name of the Transmission Element	Voltage Level (kV)	Transformer (Nos. and MVA capacity)	Reactive / capacitive compensation (device with MVAR capacity)	No. of Bays	Remarks
Time.	Establishment of 400/220 kV, 5x500 MVA Pooling Station near Bijapur(Vijayapura), Karnataka	400 kV 220 kV	5 Nos 500 MVA		400 kV – 7 Bays 220 kV – 19 Bays	y.
2	400 kV line bays – 2 nos. at Raichur New	400 kV	And the second s	- Me	2 Nos	
3	2x125MVAr 420kV bus reactors at Bijapur PS	400 kV	-	2 Nos 125 MVAr	2 Nos	

(a) Remarks: Status whether the element is existing or proposed to be added or deleted



The present Transmission Project has been awarded under Section 63 of Electricity Act, 2003 which is required to be implemented by the Petitioner.

- (b) scheduled COD:16.01.2027
- (c) Agreements with Identified Long-term transmission customers or CTU for the Project, as applicable: Transmission Service Agreement dated 16.01.2025 executed with CTUIL which is annexed with the Petition
- 3. Quoted transmission charges in case of project selected through the guidelines of competitive bidding and estimated completion cost of the project in other cases: Rs 1077.00 million per annum
- 4. In case applicant has been selected in accordance with the guidelines for competitive bidding, enclose:
 - (a) Approval by Central Government as per Electricity (Transmission System Planning, Development and Recovery of Inter-state Transmission Charges) Rules, 2021
 - (b) Evaluation report made public by the Bid Process Coordinator

Bid Evaluation Committee Certificate as furnished by BPC is enclosed as Annexure 11

5. List of documents enclosed:

Name of the Document

- a) Certificate of Registration, MoA&AoA: Annexure 1 and Annexure2 (Colly.)
- b) Copy of Board Resolution: Annexure 17

c) Bid Evaluation Committee Certificate as furnished by BPC: Annexus

(Signature of the Applicant)

Dated: 20.01.2025

Place: Gurugram

BIJAPUR REZ TRANSMISSION LIMITED

Regd. Office - Urjanidhi, First Floor,1, Barakhambha Lane, Connaught Place, Central Delhi, New Delhi, India-110001 CIN: U42201DL2024GOI433535 Email: brtl@grinfra.com; Ph. No.: 0294-2487370

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY BOARD OF DIRECTORS OF BIJAPUR REZ TRANSMISSION LIMITED IN THEIR MEETING HELD ON THURSDAY, 16TH JANUARY 2025 AT 2ND FLOOR, NOVUS TOWER, PLOT NO. 18, SECTOR 18, GURUGRAM, HARYANA-122015.

"RESOLVED THAT Mr. Ashwin Agarwal and Mr. Vivek Pratap Singh, 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 BIJAPUR REZ Transmission Limited

New Delh

Additional Director

DIN: 10479173