BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF:

Latur REZ Transmission Limited … APPLICANT

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

… RESPONDENTS

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Date: 02.10.2026

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF: Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for the intra-State transmission system by "*Establishment of 400/220/132 kV AIS Latur"* on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process.

AND IN THE MATTER OF:

Latur REZ Transmission Limited … Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

… Respondents

MEMO OF PARTIES

IN THE MATTER OF:

Latur REZ Transmission Limited

Through its Authorized Representative,

M 130-131, Second Floor, M-42, Connaught Cir, Shankar Market, Block M, Connaught Place, New Delhi, Delhi - 110001

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

… Applicant

VERSUS

1. Maharashtra State Electricity Distribution Company Limited

Chief Engineer (Power Purchase),

Maharashtra State Electricity Distribution Co.Ltd,

5th Floor, Prakashgad, Plot No. G-9,

Anant Kanekar Marg, Bandra (E), Mumbai-51.

GST No-27AAECM2933K1ZB

PAN No- AAECM2933K

Email id- cepp@mahadiscom.in;
ceppmsedcl@gmail.com;
gmpp@mahadiscom.in ;
gmppmsedcl@gmail.com

2. Tata Power Company Ltd

Chief Manager, The Tata Power Co.Ltd

Regulatory Department, Backbay Receiving Station,

Near Shalimar Industrial Estate, 148,

Lt. Gen J.Bhosale Marg, Nariman Point,

Mumbai-400021. Fax- 67172730.

GST No- 27AAACT0054A1Z1

PAN No- AAACT0054A

Email id- nitin.lothe@tatapower.com;
madhusudhan@tatapower.com;
vvrane@tatapower.com

3. Adani Electricity Mumbai Limited

Chief Financial Office (CFO),

Adani Electricity Mumbai Limited,

CTS 407/A (New) 408 Old Village,

Eksar Devidas Lane, Borivali (West), Mumbai -400103.

GST No- 27AADCD0086F1ZW

PAN No- AADCD0086F

Email id- ranjeet.savardekar@adani.com;
Rajesh.Sakpal@adani.com

4. Brihanmumbai Electric Supply and Transport Undertaking (BEST)

The General Manager, BEST Undertaking (Distribution),

Off SVP Road, Near Devidas Telephone Exchange,

BEST House, BEST Marg, Mumbai-400001.

GST No- 27 AAALM0042L1Z6

PAN No- AAALM0042L

Email id- dcet@bestundertaking.com;
powermanagement.best@gmail.com

5. Mindspace Business Parks Pvt Ltd (MBPPL)

Plot No. C-30, Block 'G', Bandra Kurla Complex,

Bandra (E), Mumbai – 400051.

GST No- 27AAHCS8388M2ZC

PAN No- AAHCS8388M

Email id- nchunarkar@kraheja.com ;
krcpower.ho@kraheja.com

6. Indian Railways

Chief Electrical Distribution Engineer,

Chief Electrical Engineer's Office,

2nd Floor Parcel office Building, Mumbai CST - 400 001.

GST No- 27AAAGM0289C2Z1

PAN No- AAAGM0289C

Email id- dyceetrdcrly@gmail.com

7. Gigaplex Estate Private Limited

Raheja Tower, Plot No. C-30, Block-G,

Engineer's Office, BKC,

Bandra (East),

Mumbai - 400 051.

GST No- 27AAACB1508R2Z1

PAN No- AAACB1508R

Email: krcpower.ho@kraheja.com
nchunarkar@kraheja.com

8. Nidar Utilities Private Limited Liability Partnership

12th Floor, Knowledge Park Bldg, Hiranandani Business Park,

Powai, Mumbai, Maharashtra - 400076.

Phone- (022)25715231.

GST No- 27AAMFN2422K1Z4

PAN No- AAMFN2422K

Email id- ho@tuco.in
regulatory@tuco.in
kunal.vohra@tuco.in

9. Maharashtra Airport Development Corporation Ltd. (MADC)

8th Floor Centre 1, World Trade Centre,

Cuffe Parade,

Mumbai - 400 005.

GST No- 27AADCM9623M1ZZ

PAN No- AADCM9623M

Email id : vcmd@madcindia.org;
ce@madcindia.org;
cfo@madcindia.org;
ramkishor.gupta@yahoo.in;

10. KRC Infrastructure and Projects Private Limited (KRCIPPL)

Raheja Tower, Plot No. C-30, Block G, Engineer's Office,

Bandra Kurla Complex, Bandra (E) Mumbai 400 051, Mumbai,

Maharashtra - 400051.

GST No- 27AADCK4413F4ZR

PAN No- AADCK4413F

Email id- nchunarkar@kraheja.com;
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11. EON Kharadi Infrastructure Private Limited (Phase-I)

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GST No- 27AABCE5314K1ZP

PAN No- AABCE5314K

Email id- nisar@eropower.in ;
eon1.dl@panchshil.com

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

Survey No.72, MIDC Knowledge Park, Kharadi, Pune-411014.

GST No- 27AABCE5314K1ZP

PAN No- AABCE5314K

Email id- nisar@eropower.in ;
eon2.dl@panchshil.com

13. Jawaharlal Nehru Port Trust (JNPA-SEZ)

AT POST JNPT, TAL- URAN,

NAVI MUMBAI, Raigad, Sheva,

Navi Mumbai, Maharashtra, 400707.

GST No- 27AAALJ0036D2ZN

PAN No- AAALJ0036D

Email id- bhagwansinkar@jnport.gov.in;
anilchopade@jnport.gov.in

14. M/s Iskandar Power Ltd.

ARSHIYA FTWZ, CO-1,Survey Nos 178/3,178/4,

Post - Sai Village, Taluka - Panvel, District – Raigad, pincode- 410221.

GST No- 27AADCL6053E2ZM

PAN No- AADCL6053E

Email id- vikas.patil@arshiyalimited.com

sonal.gupta@arshiyalimited.com

15. AEML SEEPZ Limited (ASL)

A&F section,5th floor, Adani Electricity Mumbai Limited,

Devidas Lane, Borivali West. Mumbai – 400103.

GST No- 27AAUCA4906C1ZN

PAN No- AAUCA4906C

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pravin.phokmare@adani.com,
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16. SEZ Bio-Tech Services Private Limited - Hadapsar

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GST No- 27AAJCS5738D1Z6

PAN No- AAJCS5738D

Email id- nisar@eropower.in
shiftenggh@sezbiotech.com

17. SEZ Bio-Tech Services Private Limited - Manjari

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GST No- 27AAJCS5738D1Z6

PAN No- AAJCS5738D

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shiftenggm@sezbiotech.com

18. Maharashtra Industrial Township Limited- (Bidkin)

Udyog Sarathi, DMIC Cell, Mahakali Caves Road, Marol

GST No- 27AANCA0901G1ZZ

PAN No-AANCA0901G

Email id- dgmelecpra@auric.city

19. Maharashtra Industrial Township Limited – (Shendra)

Udyog Sarathi, DMIC Cell, Mahakali Caves Road, Marol

GST No- 27AANCA0901G1ZZ

PAN No-AANCA0901G

Email id- dgmelecpra@auric.city

20. PFC Consulting Limited

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Email: pfcconsulting@pfcindia.com

21. Chief Engineer (STU),
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Prakashganga, MSETCL, Plot No. C-19,
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Email - CESTU@mahatransco.in

… Respondents

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Date: 02.10.2026

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF: Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for establishment of the intra-State transmission system for "*Establishment of 400/220/132 kV AIS Latur"* on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process.

AND IN THE MATTER OF:

Latur REZ Transmission Limited … Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

… Respondents

SYNOPSIS AND LIST OF DATES

S. No.	Date	Particulars
1)	14.08.2025	Maharashtra State Electricity Transmission Company Limited (STU-MSETCL) issued a Letter of Award appointing PFCCL as the Bid Process Coordinator ("**BPC**") for selection of a Transmission Service Provider ("**TSP"**) for "Establishment of 400/220/132 kV AIS Latur", through Tariff-Based Competitive Bidding ("**TBCB**") process, on a build, own, operate and transfer ("**BOOT**") basis.

S. No.	Date	Particulars
2)	03.10.2025	The Government of Maharashtra, vide its Government Resolution No. Sankirna-0125/P.R.32/Urja-4, notified PFCCL as the BPC for selection of the TSP for "Establishment of 400/220/132 kV AIS Latur" through the TBCB process on a BOOT basis, and to provide transmission service.
3)	04.11.2025	PFCCL issued the Request for Proposal ("**RFP**") for the Project and published the RFP Notification in Hindustan Times (English), Hindustan (Hindi), Mint (English) and Financial Times (English).
4)	10.11.2025	PFCCL intimated this Hon'ble Commission and the State Transmission Utility (STU-MSETCL) regarding the initiation of the TBCB process for selection of the TSP for the Project by issuance of the RFP.
5)	10.12.2025	The Petitioner was incorporated as a wholly-owned subsidiary of PFCCL, under the name "Latur REZ Transmission Limited", for carrying out activities of a TSP in relation to the Project, to be subsequently acquired by the successful bidder.
6)	12.12.2025	STU-MSETCL issued a letter notifying the constitution of the Bid Evaluation Committee for intra-State transmission projects (including the Project) to be executed through the TBCB route.
7)	16.12.2025	PFCCL submitted a letter to the Additional Chief Secretary (Energy), Government of Maharashtra, seeking administrative approval under Section 68 of the

S. No.	Date	Particulars
		Electricity Act for laying of overhead transmission lines in relation to the Project, in favour of the Petitioner.
8)	22.12.2025	PFCCL addressed letters to the District Collectors of Latur, Dharashiv and Solapur districts (through which the identified transmission line corridor of the Project passes) requesting the Prevailing Market Rates for the identified substation land and the villages along the transmission line corridor.
9)	19.01.2026	STU furnished its letter bearing reference No. STU/TBCB/0414 in connection with the request for approval under Section 68 of the Electricity Act for the Project.
10)	11.03.2026	The Government of Maharashtra, vide Government Resolution No. Sankirna-2026/P.R.04/Urja-4, granted approval under Section 68 of the Electricity Act to the Petitioner for laying of overhead transmission lines in relation to the Project.
11)	06.01.2026	Original last date for submission of Bids under the RFP dated 04.11.2025, which stood extended from time to time by way of subsequent amendments/clarifications issued by PFCCL to prospective bidders.
12)	04.06.2026	Montecarlo Energy Limited ("**MEL**") submitted its Technical and Financial Bid pursuant to the RFP for the Project.
13)	18.06.2026	Electronic e-Reverse Auction ("**E-RA**") was conducted in terms of the RFP.

S. No.	Date	Particulars
14)	24.06.2026	The Bid Evaluation Committee certified that the bidding process for the Project was conducted in accordance with the TBCB Guidelines, that MEL emerged as the successful bidder having quoted the lowest Quoted Transmission Charges of Rs. 2,381.77 Million per annum pursuant to the E-RA, and that the tariff so discovered is acceptable.
15)	13.08.2026	PFCCL furnished the Letter of Intent ("**LOI**") to MEL, declaring it to be the successful bidder for the Project and recording the offer of MEL's Technical Bid and Financial Bid (Initial Offer and Final Offer pursuant to the E-RA).
16)	17.08.2026	MEL conveyed its formal acceptance of the LOI to PFCCL.
17)	17.09.2026	The Ministry of Power conveyed its approval for the divesting of PFCCL's shareholding in the Petitioner and transfer of the same to MEL.
18)	25.09.2026	MEL furnished the Contract Performance Guarantee ("**CPG**") in terms of the RFP.
19)	28.09.2026	MEL executed the Share Purchase Agreement ("**SPA**"), pursuant to which it acquired 100% of the equity shareholding of the Petitioner.
20)	28.09.2026	The Petitioner executed the Transmission Service Agreement ("**TSA**") with STU-MSETCL.
21)	02.10.2026	Hence, the present Petition/Application.

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF: Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for the intra-State transmission system by "*Establishment of 400/220/132 kV AIS Latur"* on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process.

AND IN THE MATTER OF:

Latur REZ Transmission Limited … Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

… Respondents

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

MOST RESPECTFULLY SHOWETH

I. CONSPECTUS

1. The Applicant/Petitioner, Latur REZ Transmission Limited, is filing the present Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 ("**Electricity Act**") read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 ("**MERC TL Regulations 2004**") for grant of Transmission License to establish, own, operate and maintain the intra-State transmission

system for "Establishment of 400/220/132 kV AIS Latur" ("**Project**") through a tariff-based competitive bidding ("**TBCB**") process by the Applicant under Section 63 of the Electricity Act, on a build, own, operate and transfer ("**BOOT**") basis.

2. The Project has been envisaged to strengthen the transmission network in the Latur region of Maharashtra and to evacuate anticipated load growth and renewable energy generation in the surrounding districts, and comprises establishment of the AIS Latur substation together with the associated 400 kV, 220 kV and 132 kV transmission lines and bays connecting it to the AIS Washi, AIS Harangul, AIS Murud, AIS Vairag, AIS Narangwadi, AIS Tuljapur and AIS Ausa substations.

3. Maharashtra State Electricity Transmission Company Limited ("**STU-MSETCL**") vide its Letter of Award dated 14.08.2025 appointed PFCCL as the BPC for selection of bidder as TSP for the Project. The Government of Maharashtra thereafter, vide its Government Resolution No. Sankirna-0125/P.R.32/Urja-4 dated 03.10.2025, notified PFCCL as the BPC for the Project through the TBCB process on a BOOT basis, in accordance with "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, and as amended from time to time. Copy of Government Resolution dated 03.10.2025 is annexed hereto and marked as **Exhibit - A**.

4. The Applicant, being a company under the Companies Act, 2013, having its registered office at M 130-131, Second Floor, M-42, Connaught Cir, Shankar Market, Block M, Connaught Place, New Delhi, Delhi- 110001 was incorporated on 10.12.2025 by PFCCL as its 100% wholly owned subsidiary to initiate activities for execution of the Project and thereafter to act as the Transmission Service Provider ("**TSP**") after being acquired by the successful bidder selected through the TBCB process. Copy of the Certificate of Incorporation, the Memorandum of Association and the

Articles of Association of the Applicant company are annexed hereto and collectively marked as **Exhibit - B (Colly.)**.

5. PFCCL, in its capacity as BPC, issued the Request for Proposal ("**RFP**") on 04.11.2025 inviting proposals for selection of the TSP for the Project, and published the RFP Notification in Hindustan Times (English), Hindustan (Hindi), Mint (English) and Financial Times (English) editions, and intimated this Hon'ble Commission and STU-MSETCL of the same vide its letters dated 10.11.2025. Copies of the intimation letters are annexed hereto and collectively marked as **Exhibit - C (Colly.)**.

The elements comprised in the Project are as follows:

Sl. No.	Name of the Transmission Element	SCOD in months from Effective Date
1	**Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs** • 400/220 kV, 500 MVA, ICT - 3 Nos. • 400/132 kV, 315 MVA, ICT - 3 Nos. • 125 MVAR, 420 kV Bus Reactor - 1 No. • 400 kV ICT bays - 6 Nos. • 400 kV line bays - 2 Nos. • 400 kV reactor bay - 1 No. • 220 kV ICT bays - 3 Nos. • 132 kV ICT bays - 3 Nos. • 220 kV line bays - 8 Nos. • 132 kV line bays - 4 Nos. • 220 kV Transfer Bus Coupler - 1 set • 220 kV Bus Coupler - 1 No. • 132 kV Bus Coupler - 1 No.	24 Months from Effective Date

Sl. No.	Name of the Transmission Element	SCOD in months from Effective Date
	• 132 kV Transfer Bus Coupler - 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT - 1 No. • 400/132 kV, 315 MVA, ICT - 1 No. • 400 kV line bays - 6 Nos. • 220 kV line bays - 6 Nos. • 132 kV line bays - 6 Nos.	
2	**400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)** • 400 kV line bays at 400 kV Washi (Proposed)	
3	**220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)** • 220 kV line bays at 220 kV Harangul (Existing)	
4	**220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)** • 220 kV line bays at 220 kV Murud (Existing)	
5	**220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)** • 220 kV line bays at 220 kV Vairag (Existing)	
6	**220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)** • 220 kV line bays at 220 kV Narangwadi (Existing)	

Sl. No.	Name of the Transmission Element	SCOD in months from Effective Date
7	**220 kV Connectivity to Solar Generators** • 220 kV End Bays - 6 Nos.	
8	**132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each)** • 132 kV line bays at 220 kV Tuljapur (Existing)	
9	**132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)** • 132 kV line bays at 132 kV Ausa (Existing)	
	Note: Space shall be provided by the existing/proposed utility for the following (however, in case of land constraints, the TSP may opt for GIS bays/ acquire suitable land adjacent to the substations). In case of Murud SS, hybrid bays can be constructed with the concurrence of existing utility. 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	

6. PFCCL, in its capacity as BPC, invited all prospective bidders for the RFP dated 04.11.2025 to qualify/shortlist bidders for participation in the bidding process, as part of the process for selection of the TSP on the basis of 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 the Government of India, Ministry of Power under Section 63 of the Electricity Act and as amended. The bids were to be submitted as a single-stage bid comprising the technical and financial bids through the online platform created by MSTC Limited.

7. It is pertinent to note that Clause 1.6.1.4 of the RFP itself contemplates and requires that the TSP shall seek the Transmission License from the State Commission, as per the provisions of the Electricity Act and the regulations made thereunder. In view of the above, it is evident that this Hon'ble Commission is empowered to grant license to the Applicant in terms of Section 14 read with Section 86 (1) (d) of the Electricity Act. Further, the Applicant has complied with all the relevant process and procedure provided under Section 15 of the Electricity Act read with the MERC TL Regulations 2004. In light of the same, it is humbly submitted that the present Application may be allowed and a transmission license may be issued to the Applicant for the Project.

II. DESCRIPTION OF THE PARTIES

8. The Applicant is a company incorporated under the provisions of the Companies Act, 2013 as a Special Purpose Vehicle (SPV) under the TBCB framework for the purpose of developing, constructing, owning, operating and transferring the Project. Pursuant to the executed Share Purchase Agreement dated 28.09.2026 ("**SPA**"), 100% of the equity shareholding in the Applicant is [to be/has been] transferred to Montecarlo Energy Limited ("**MEL**"), the successful bidder appointed as the TSP for the Project.

9. The Respondent No. 1 is the primary Long-Term Transmission System User ("**LTTSU**")/beneficiary State DISCOM. Respondent Nos. 2 to 19 are the further LTTSUs, being the beneficiaries of the Project.

10. The Respondent No. 20, PFCCL is a wholly-owned subsidiary of Power Finance Corporation Limited. STU-MSETCL, vide Letter of Award dated 14.08.2025, appointed PFCCL as the BPC for selection of bidder as TSP to establish the Project, which appointment was notified by the Government of Maharashtra vide the Government Resolution No. Sankirna-0125/P.R.32/Urja-4 dated 03.10.2025.

11. The Respondent No. 21, STU-MSETCL is a Government of Maharashtra undertaking being the State Transmission Utility ("**STU**") for the State of Maharashtra in terms of Section 39 of the Electricity Act. STU-MSETCL has been appointed as the nodal agency for the Project for executing and implementing the Transmission Service Agreement ("**TSA**") and making payment of the transmission tariff payable to the Applicant in terms thereof.

III. JURISDICTION

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

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

Commission to grant an appropriate transmission license is also enshrined in Section 86 (1) (d) of the Electricity Act.

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

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

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

IV. FACTUAL MATRIX

17. The Empowered Committee, in its meeting held on 08.07.2025, approved the scheme for the Project.

18. STU-MSETCL, vide Letter of Award dated 14.08.2025, appointed PFCCL to be the BPC for selection of bidder as TSP for establishment of the Project through the TBCB process on a BOOT basis, which appointment was notified by the Government of Maharashtra vide Government Resolution No. Sankirna-0125/P.R.32/Urja-4 dated 03.10.2025.

19. Pursuant thereto, the Applicant was incorporated on 10.12.2025 as a wholly-owned subsidiary of PFCCL to initiate activities for the Project.

20. PFCCL issued a single-stage RFP on 04.11.2025, which provided for a last date for submission of Bids as 06.01.2026, and which stood extended from time to time by way of subsequent amendments and clarifications issued by PFCCL to prospective bidders. Copy of the RFP

document, along with the said amendments and clarifications thereto, is annexed hereto and marked as **Exhibit - D**.

21. PFCCL conducted a survey to identify the site-specific and route-specific constraints for the Project, copy of the survey report whereof is annexed hereto and marked as **Exhibit - J**.

22. PFCCL submitted a letter dated 16.12.2025 to the Additional Chief Secretary (Energy), Government of Maharashtra, seeking administrative approval under Section 68 of the Electricity Act for laying of overhead transmission lines in relation to the Project. Copy of letter dated 16.12.2025 is annexed hereto and marked as **Exhibit - E**.

23. STU-MSETCL issued a letter dated 12.12.2025 notifying the constitution of the Bid Evaluation Committee for intra-State transmission projects (including the Project) to be executed through the TBCB route. Copy of letter dated 12.12.2025 is annexed hereto and marked as **Exhibit - F**.

24. The Government of Maharashtra issued a Government Resolution No. Sankirna-2026/P.R.04/Urja-4 dated 11.03.2026 granting approval under Section 68 of the Electricity Act to the Applicant for setting up overhead transmission lines in relation to the Project. Copy of approval dated 11.03.2026 is annexed hereto and marked as **Exhibit - G**.

25. For ease of reference, the timelines for the bidding process are set out below. The original last date for submission of Bids under the RFP dated 04.11.2025 was 06.01.2026, which stood extended from time to time by way of subsequent amendments/clarifications issued by PFCCL, with MEL ultimately submitting its Technical and Financial Bid on 04.06.2026:

Date	Event
04.11.2025	Issuance of the RFP by PFCCL.
06.01.2026	Original last date for submission of Bids under the RFP, subsequently extended from time to time by way of amendments/clarifications issued by PFCCL.
04.06.2026	Submission of Technical and Financial Bid by MEL.
18.06.2026	Electronic e-Reverse Auction ("**E-RA**") conducted in terms of the RFP.
24.06.2026	Certification of the bidding process and the discovered tariff by the Bid Evaluation Committee.
13.08.2026	Selection of MEL as the successful bidder and issuance of the Letter of Intent ("**LOI**").

26. MEL submitted its Technical and Financial Bid on 04.06.2026, pursuant to which an electronic e-Reverse Auction was conducted on 18.06.2026 in terms of the RFP.

27. The Bid Evaluation Committee, vide its certificate dated 24.06.2026, certified that:

i. the entire bidding process for the Project was conducted strictly in accordance with the applicable TBCB Guidelines and the RFP;

ii. MEL, having quoted the lowest Quoted Transmission Charges of Rs. 2,381.77 Million per annum pursuant to the E-RA, emerged as the successful bidder; and

iii. the transmission charges so discovered are acceptable.

Copy of certificate dated 24.06.2026 is annexed hereto and marked as **Exhibit - H**.

28. Various communications were exchanged between PFCCL and the prospective bidders, including MEL, in the course of the bidding process for the Project, including amendments and clarifications to the RFP and responses to bidder queries, copies whereof are annexed hereto and collectively marked as **Exhibit - T (Colly.).**

29. PFCCL furnished the Letter of Intent dated 13.08.2026 to MEL, declaring it to be the successful bidder for the Project. Copy of Letter of Intent is annexed hereto and marked as **Exhibit - I**.

30. Pursuant to the issuance of the LOI, the following steps have been completed by MEL and the Applicant:

a. MEL conveyed its formal acceptance of the LOI, copy whereof is annexed hereto and marked as **Exhibit - K**.

b. MEL furnished the Contract Performance Guarantee in terms of the RFP, copy whereof is annexed hereto and marked as **Exhibit - N**.

c. MEL executed the Share Purchase Agreement dated 28.09.2026, pursuant to which it acquired 100% of the equity shareholding of the Applicant, copy whereof is annexed hereto and marked as **Exhibit - O**.

d. The Applicant executed the Transmission Service Agreement dated 28.09.2026 with STU-MSETCL, copy whereof is annexed hereto and marked as **Exhibit - P**.

e. The Ministry of Power, Government of India, conveyed its approval for divesting of PFCCL's shareholding in the Applicant and transfer of the same to MEL, copy whereof is annexed hereto and marked as **Exhibit - L**.

f. PFCCL furnished its letter to MEL regarding the Acquisition Price for the Applicant, copy whereof is annexed hereto and marked as **Exhibit - M**.

g. PFCCL furnished its letter to MEL for handover of documents in relation to the transfer of the Applicant, copy whereof is annexed hereto and marked as **Exhibit - Q**.

31. Hence, the present Application is filed seeking grant of a Transmission License under Sections 14 and 15 of the Electricity Act to establish, own, operate and maintain the Project.

V. GROUNDS

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

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

Application inter alia seeking the grant of the transmission license for the Project as mentioned above.

33. 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.

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

Re: Compliance with TBCB framework:

35. The Applicant, incorporated under the Companies Act, 2013, is a 100% owned subsidiary of MEL, which has been selected based on the TBCB process as per 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 and as amended from time to time, and is thus eligible for issuance of a transmission license. The Applicant submits that the grant of transmission license is a condition precedent for the consummation of the arrangement contemplated in the bid documents.

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

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

37. This Hon'ble Commission, in its Regulation 4 and Schedule-I of the MERC TL Regulations 2004, as amended from time to time, has

prescribed the form of Application to be made for a Transmission License and the Applicant is submitting herewith the Application in such prescribed format along with the fees. Copy of the duly completed Schedule - I (Form - I), is enclosed herewith and marked as **Exhibit - R**.

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

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

40. It is submitted that the Applicant shall publish a notice of its Application for grant of licence, within 7 days of filing of the present Application, in 2 daily English language newspapers and 2 daily Marathi language newspapers in the proposed area of transmission as per Regulation 6.1 of the MERC TL Regulations 2004. The Applicant shall also comply with all other requirements as provided in the Regulations and shall place a compliance report on record of this Hon'ble Commission. Copy of the draft public notice to be issued is annexed hereto and marked as **Exhibit - S**.

41. The Applicant is furnishing a copy of the instant Application to the State Transmission Utility, as required under Section 15 (3) of the

Electricity Act, for recommendations, if any, in accordance with Section 15 (4), simultaneously along with submission of this Application to this Hon'ble Commission.

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

42. The financial, technical and managerial capability of MEL has already been evaluated and accepted by PFCCL during the TBCB process, and therefore stands conclusively established for the purposes of grant of license.

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

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

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

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

47. The present Application has been filed bona fide and in the interest of justice for the kind consideration of this Hon'ble Commission.

PRAYER

48. In view of the aforesaid, it is most respectfully prayed that this Hon'ble Commission may be pleased to:

A. Grant a Transmission License to the Applicant, Latur REZ Transmission Limited, under Sections 14 and 15 of the Electricity Act to build, own, operate and transfer the intra-State transmission system for "Establishment of 400/220/132 kV AIS Latur" and associated transmission infrastructure as provided for in the Request for Proposal dated 04.11.2025, Letter of Intent dated 13.08.2026, Transmission Service Agreement dated 28.09.2026, and Share Purchase Agreement dated 28.09.2026;

B. Take on record the acquisition of 100% equity shareholding of the Applicant by Montecarlo Energy Limited pursuant to the Share Purchase Agreement dated 28.09.2026, and recognize the Applicant as the duly appointed Transmission Service Provider for the Project as described in the Transmission Service Agreement dated 28.09.2026, under the Tariff Based Competitive Bidding framework;

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

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



APPLICANT

Through

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

PLACE: New Delhi
DATE: 02.10.2026

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF: Petition under Section 63 of the Electricity Act, 2003 seeking adoption of transmission charges payable by the long-term transmission customers for the intra-state transmission system for "*Establishment of 400/220/132 kV AIS Latur*".

AND

IN THE MATTER OF:

Latur REZ Transmission Limited

... Petitioner

Versus

Maharashtra State Electricity Distribution Company Limited & Ors.

... Respondents

AFFIDAVIT VERIFYING THE PETITION

I, Sandipsinh Gohil, S/o Udaysinh Gohil, aged about 38 years, being the Authorized Representative of the Petitioner vide Board Resolution dated 29.09.2026, having address at Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ahmedabad - 380058, Gujarat, India, do hereby solemnly affirm and state as under:

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

2. The statements made are based on information derived from the official records of the Petitioner and I believe them to be true.

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

NOTARY
JAYESH K. MODI
AHMEDABAD
GUJARAT STATE
REGD. No.
NTR/512/2002
EXPIRY DATE
10/7/2027
GOVT. OF GUJARAT (INDIA)

LATUR REZ TRANSMISSION LIMITED
NEW DELHI

Solemnly affirmed at Ahmedabad on this 30th day of September 2026 that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

DEPONENT

Identified before me

Place: Ahmedabad

Date: 30.09.2026

S.R. No. 64 Dt. 30/9/2026

J. K. MODI
NOTARY
GOVT. OF GUJARAT
30 SEP 2026

SOLEMNLY AFFIRMED
BEFORE ME
J. K. MODI
NOTARY
GOVT. OF GUJ.
30 SEP 2026

NOTARY
JAYESH K. MODI
AHMEDABAD
GUJARAT STATE
REGD. No.
NTR/512/2002
EXPIRY DATE
10/7/2027
GOVT. OF GUJARAT (INDIA)

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

महाराष्ट्र शासन

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

उद्योग, ऊर्जा , कामगार व खनिकर्म विभाग,

मादाम कामा रोड, हुतात्मा राजगुरु चौक,

मंत्रालय , मुंबई-४०० ०३२

दिनांक: ०३ ऑक्टोबर, २०२५

वाचा :

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

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

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

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

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

६) MSETCL/CO/CE/STU-TBCB/EC/6th/६७१३ dtd. २७.०९.२०२४

७) MSETCL/CO/CE/STU-TBCB/EC/6th/८५१८ dtd. १२.१२.२०२४

८) MSETCL/CO/CE/STU-TBCB/EC/6th/००३२ dtd. ०१.०१.२०२५

९) MSETCL/CO/CE/STU-TBCB/EC/6th/०५१२ dtd. १७.०१.२०२५

१०) शासन निर्णय क्र. संकीर्ण-०१२५/प्र. क्र.३२/ऊर्जा-४ दिनांक १२.०२.२०२५

११) MSETCL/CO/CE/STU-TBCB/EC/7th/१८४१ dtd. ०६.०३.२०२५

१२) MSETCL/CO/CE/STU/३६० dtd. २१.०३.२०२५.

१३) MSETCL/CO/CE/STU/९९२ dtd. २१.०८.२०२५.

प्रस्तावना :-

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

सदर समितीची आठवी बैठक दि.०८.०७.२०२५ रोजी पार पडली. सदर बैठकीत ०७ प्रकल्पांकरीता निविदा प्रक्रिया समन्वयक (Bid Process Co-coordinator (BPC) नियुक्तीबाबत चर्चा झाली. त्यानुसार ०७ प्रकल्पांकरीता निविदा प्रक्रिया समन्वयक (Bid Process Coordinator) नियुक्ती करण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय : -

राज्यात नवीन पारेषण प्रकल्प उभारणीसाठी वीज दरावर आधारित स्पर्धात्मक निविदा प्रक्रिया राबविण्यासाठी अधिकार प्राप्त समितीने (Empowered committee) आठव्या बैठकीत

पुढील सात प्रकल्पांकरीता अनुक्रमे १) मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL) व २) मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL) यांना निविदा प्रक्रिया समन्वयक (Bid Process Coordinator) म्हणून केलेल्या नियुक्तीस शासनाची मान्यता देण्यात येत आहे.

Project-1 Establishment of 765 kV AIS Balsane (Dist. Nashik)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Balsane with 2 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	2 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	Establishment of 4 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	4 x 500 MVA, 400/220 kV ICTs 400 kV, 125 MVAr Bus Reactor -1 No	
3	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	40 km	
4	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)	150 km	
5	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane	20 km	
6	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each)	28 km	
7	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP)	12 km	
8	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT	1 x 1500 MVA, 765/400 kV ICT	
9	Future Space Provision for 765 kV RE Generator end bays- 02 Nos		
10	Future Space provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
11	Space Provision for termination of 400 kV D/C line from Dhule PS 400 kV AIS end bays – 02 Nos.		
12	Future Space Provision for 400 kV RE Generator end bays- 04 Nos.		
13	Future Space Provision for 220 kV RE Generator end bays- 06 Nos.		

Project-2 Establishment of 765/400/220 kV AIS Apta (Dist. Raigad)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Apta with 3 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	3 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	Establishment of 2 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	2 x 500 MVA, 400/220 kV ICTs 400 kV,125 MVAr Bus Reactor-01 No.	
3	765 kV D/C from 765 kV AIS Apta to 765 kV Mahape (Proposed)	40 km	
4	765 kV D/C from 765 kV AIS Apta to 765 kV South Kalamb (Proposed)	85 km	
5	765 kV D/C from 765 kV AIS Apta to 765 kV Dolvi (Proposed)	30 km	
6	400 kV Spare End bays for Datacenter Load - 08 Nos		
7	220 kV D/C line from 765 kV AIS Apta to 220 kV Apta (Existing)	10 km	
8	Future Space provision for Connectivity to Green Hydrogen Plants at 765 kV level. 765 kV end bays -02 Nos.		
9	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT	1 x 1500 MVA, 765/400 kV ICT	
10	Future Space Provision for 3 x 500 MVA, 400/220 kV ICT	3 x 500 MVA, 400/220 kV ICT	
11	Future Space Provision for connectivity to Datacenter consumers at 220 kV Level 220 kV end bays – 06 Nos		

Project-3 Establishment of 400/220 kV GIS Ambernath (Dist. Thane)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of GIS Ambernath with 4 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	4 x 500 MVA, 400/220 kV ICTs 400 kV ,125 MVAr Bus Reactor-01 No	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	LILO of 400 kV line from Padghe PG to Navi Mumbai (PG) & LILO of 400 kV line from Padghe PG to Kharghar at 400 kV GIS Ambernath	0.5 km	
3	220 kV M/C line (04 Ckts) from 400 kV GIS Ambernath to 220 kV Amazon Dombivli (Proposed)	0.3 km	
4	LILO on 220 kV S/C line from Anandnagar to Palava at 400 kV GIS Ambernath	5 km	

5	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
6	Future Space Provision for connectivity to Datacenter consumers 400 kV end bays- 06 Nos		
7	Future Space Provision for connectivity to Datacenter consumers 220 kV end bays- 06 Nos		

Project-4 Establishment of 220/132/33 kV AIS Musalgaon (Dist. Nashik)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Musalgaon with 2 x 100 MVA, 220/132 kV ICTs	2 x 100 MVA, 220/132 kV ICTs	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	Establishment of 2 x 50 MVA, 220/33 kV Power Transformers	2 x 50 MVA, 220/33 kV Power Transformers	
3	220 kV D/C line from 220 kV AIS Musalgaon to 400 kV Babhaleshwar (existing)	60 km	
4	220 kV D/C line from 220 kV AIS Musalgaon to 220 kV Raymond (existing)	60 km	
5	LILO of 132 kV S/C line from Khaparale to Akole at 220 kV AIS Musalgaon	8.35 km	
6	LILO of 132 kV S/C line from Khaparale to Sangamner at 220 kV AIS Musalgaon	8.35 km	
7	132 kV D/C line from 220 kV AIS Musalgaon to 132 kV Sinner (existing)	12 km	
8	33 kV AIS feeder Bays at 220 kV AIS Musalgaon -08 Nos		
9	Future Space for 220 kV bays at 220 kV AIS Musalgaon-02 Nos.		
10	Future Space for 132 kV bays at 220 kV AIS Musalgaon-02 Nos.		
11	Future Space for 33 kV bays at 220 kV AIS Musalgaon-04 Nos.		

Project-5 Establishment of 765/400/220 kV AIS Kandalgaon (Dist. Raigad)

Sl. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Kandalgaon with 3 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	3 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. PFC Consulting Ltd. (PFCCL)
2	Establishment of 2 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	2 x 500 MVA, 400/220 kV ICTs 400 kV, 125 MVAr Bus Reactor -1 No	

3	LILO on 765 kV D/C line from Satara (Proposed) to Pune-III (Proposed) at 765 kV AIS Kandalgaon	55 km	
4	LILO on 400 kV D/C line from Dabhol to Nagothane at 765 kV AIS Kandalgaon	20 km	
5	220 kV D/C line from 765 kV AIS Kandalgaon to 220 kV Kandalgaon (Existing)	10 km	
6	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT	1 x 1500 MVA, 765/400 kV ICT	
7	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
8	Future Space provision for termination 2 x D/C 765 kV lines from 765 kV Dolvi (Proposed) 765 kV end bays- 04 Nos.		
9	Future Space Provision for connectivity to Pumped Storage Plants (PSP) 400 kV end bays- 04 Nos		
10	Future Space Provision for connectivity to Dighi Port 220 kV end bays – 02 nos.		

Project-6 Establishment of 765/400/220 kV AIS Dolvi (Dist. Raigad)

Sr. No.	**Details of Project**	**Tentative Route Length (km) / Capacity (MVA)**	**Bid Process Coordinator (BPC)**
1	Establishment of AIS Dolvi with 5 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	5 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. PFC Consulting Ltd. (PFCCL)
2	Establishment of 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	3 x 500 MVA, 400/220 kV ICTs 400 kV, 125 MVAr Bus Reactor -1 No	
3	765 kV 2 x D/C from 765 kV AIS Dolvi to 765kV AIS Kandalgaon (Proposed)	65 km	
4	LILO on Both circuit of 400 kV D/C line from Padghe to Nagothane at 765 kV AIS Dolvi.	30 km	
5	220 kV D/C line from 765 kV AIS Dolvi to 220 kV Wadkhal (Existing)	0.5 km	
6	LILO on 220 kV D/C line from Apta (Existing) to Uran (Existing) at 765 kV AIS Dolvi.	25 km	
7	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT bays	1 x 1500 MVA, 765/400 kV ICT	
8	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT bay	1 x 500 MVA, 400/220 kV ICT	
9	Future Space provision for termination of 765 kV D/C line from 765 kV AIS Apta 765 kV end bays-02 Nos		
10	Future Space provision for Connectivity to Green Hydrogen Plants 765 kV end bays -02 Nos		
11	Future Space provision for HVDC to Mumbai 400 kV end bays-04 Nos		
12	Future Space Provision for 220 kV bays- 04 Nos.		

Project-7 Establishment of 400/220/132 kV AIS Latur (Dist. Latur)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	3 x 500 MVA, 400/220 kV ICTs 400 kV ,125 MVAr Bus Reactor-01 No	M/s. PFC Consulting Ltd. (PFCCL)
2	Establishment of 3 x 315 MVA, 400/132 kV ICTs	3 x 315 MVA, 400/132 kV ICTs	
3	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)	65 km	
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)	35 km	
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)	20 km	
6	220 kV D/C line from 400kV AIS Latur to 220 kV Vairag (Existing)	60 km	
7	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)	40 km	
8	220 kV Connectivity to Solar Generators 220 kV End Bays – 06 nos.		
9	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)	40 km	
10	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)	30 km	
11	Space Provision for 400 kV Solar Generator end bays- 04 Nos		
12	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
13	Future Space Provision for 1 x 315 MVA, 400/132 kV ICT	1 x 315 MVA, 400/132 kV ICT	
14	Future Space Provision for termination 400 kV D/C line from 765 kV Parli (M) (Proposed) 400 kV end bays – 02 Nos.		
15	Space Provision for 220 kV Solar Generator end bays- 06 Nos		
16	Space Provision for 132 kV Solar Generator end bays- 06 Nos		

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

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०२५१००३१६२४३७२५१० असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

(उ.र.दहिफळे)
सह सचिव, महाराष्ट्र शासन

प्रत:

१) मा. राज्यपाल यांचे सचिव, राजभवन, मलबार हिल, मुंबई-४०००३५
२) मा. मुख्यमंत्री, महाराष्ट्र राज्य यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई
३) मा.उपमुख्यमंत्री (नगर विकास) यांचे सचिव, मंत्रालय, मुंबई
४) मा. उप मुख्यमंत्री (वित्त व नियोजन), यांचे सचिव, मंत्रालय, मुंबई
५) मा.मंत्री (अपारंपारिक ऊर्जा) यांचे खाजगीसचिव, मंत्रालय, मुंबई
६) मा.राज्यमंत्री (ऊर्जा) यांचे खाजगी सचिव, मंत्रालय, मुंबई
७) मा. मुख्यसचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई.
८) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्या. प्रकाशगंगा, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई-४०००५१
९) अप्पर मुख्य सचिव (ऊर्जा), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई
१०) अप्पर मुख्य सचिव, नियोजन विभाग, मंत्रालय, मुंबई
११) अप्पर मुख्य सचिव, वित्त विभाग, मंत्रालय, मुंबई
१२) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज वितरण कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई-४०००५१
१३) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज निर्मिती कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई-४०००५१
१४) निवड नस्ती (ऊर्जा-४), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई.

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that LATUR REZ TRANSMISSION LIMITED is incorporated on this TENTH day of DECEMBER TWO THOUSAND TWENTY FIVE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U42201DL2025GOI459301**

The Permanent Account Number (PAN) of the company is **AAGCL6115N***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELL14033F***

Given under my hand at Manesar this TENTH day of DECEMBER TWO THOUSAND TWENTY FIVE

Poonam Sharma

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:

LATUR 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)

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

LATUR REZ TRANSMISSION LIMITED

2 The registered office of the company will be situated in the State of

Delhi

3 (a) The objects to be pursued by the company on its incorporation are:

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

To study, investigate, collect information

	and data, review operation, plan, research, design and prepare Report, diagnose operational difficulties and weaknesses and advise on the remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub Stations. 3. To act as Consultants/ Technical Advisers of public/ private sector enterprises etc. To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission, distribution and sale of power.
(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are	1. To obtain authority etc. to carry out its objects To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad. 2. To obtain charters, concession etc. To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies

and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions, privileges, licenses or concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members.

3. To enter into Implementation/ Construction Agreement

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

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

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

5. To enter into Agreements; etc.

To secure the payments of money, receivables on transmission and distribution of electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies,

other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc. through Letter of Credits/ESCROW and other security documents.
6. To execute transmission service Agreements
To execute Transmission Service Agreements or other agreements for transmission of power to distribution, trading, and other companies, State Electricity Boards, State Utilities and any other organization and Persons.
7. To co-ordinate with Central Transmission Utility
To coordinate with the Central Transmission Utility for transmission of electricity under the provisions of Electricity Act 2003.
8. To borrow money
Subject to provisions of Sections 73, 179, 180 and other applicable provisions of the Companies Act, 2013 and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or future and all or any of the uncalled capital for the time being of the Company as the Company may deem fit and to repay, redeem or pay off any such securities or charges.
9. To lend money
To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of goods and services on such terms

as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or to deal with the same.

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

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

11. To deal in Scrips/Govt. Securities

Subject to applicable provisions of law, to subscribe for, underwrite, or otherwise acquire, hold, dispose of and deal with the shares, stocks, debentures or other securities and titles of indebtedness or the right to participate in profits or other similar documents issued by any Government authority, Corporation or body or by any company or body of persons and any option or right in respect thereof.

12. To create funds and appropriate profits

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

13. To purchase or otherwise

acquire companies
To acquire shares, stocks, debentures or securities of any company carrying on any business which this Company is entitled to carry on or acquisition of undertaking itself which may seem likely or calculated to promote or advance the interests of the Company and to sell or dispose of or transfer any such shares, stocks or securities and the acquired undertaking.
14. To enter into partnership Agreement or Merge /amalgamate
To enter into partnership or into any agreement for joint working, sharing or pooling profits, joint venture, amalgamation, union of interests, co-operation, reciprocal concessions or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction in India or abroad which the Company is authorized to carry on or engage in any business undertaking having objects identical or similar to, as are being carried on by this Company.
15. To have agencies and branch offices in India and abroad
To establish and maintain agencies, branch offices and local agencies, to procure business in any part of India and world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as deemed proper in the interest of the Company.
16. To promote institutions or other companies
To promote and undertake the formation of any institution or Company or subsidiary company or for any aforesaid objects intended to benefit the Company directly or indirectly and to coordinate, control and guide their activities.
17(a) To acquire know how and import-export of machinery and tools etc.

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

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

To negotiate and enter into agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc. 18. To enter into contracts/arrangements in connection with issue of shares/securities.

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

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

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

20. To arrange for Training and Development

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

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

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

22. To provide for welfare of employees

To pay and provide for the remuneration, amelioration and welfare of persons employed or formerly employed by the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts. Further to undertake building or contributing to the building or houses, dwellings or chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

23. To take Insurance

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

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

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

25. To institute and defend the legal proceedings

To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to

compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made in any such arbitration.

26. To pay and subsequently write off preliminary expenses

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

27. To contribute and make donations

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

28. To open accounts in Banks

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

29. To accept gifts, donations etc.

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

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

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

31. To enter into Contracts

To negotiate and/or enter into agreement and contract with individuals, companies, corporations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.

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

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

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

35. To take up studies and research experiments.

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

36. To evolve scheme for restructuring or arrangement.

Subject to provisions of the Companies Act,2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in 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 invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.
38. To sell, dispose or hive off an undertaking of the Company
To sell, dispose or hive off an undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company.
39. To sell, improve, manage, develop
To sell, improve, manage, develop, exchange, loan, lease or let, under-lease, sub - let, mortgage, dispose of, deal with in any manner, turn to account or otherwise deal with any rights or property of the Company.
40. To outsource parts of its activities
To outsource parts of its activities to achieve higher efficiencies and throughputs in the achievement of its business goals.

4 The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * [ ] rupees.

(iii) The share capital of the company is [100000] rupees, divided into

10000	Equity Share	Shares of	10	Rupees each	

6

☑ We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

☐ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	Shri Sanjay Kumar Nayak S/o Jagabandhu Nayak R/o K713, Jalvayu Tower, Sector-56, Gurgaon, Haryana - 122011, Occupation Service (As Nominee of PFC Consulting Limited)	0*1*7*9*	100 Equity,0 Preference		02/12/2025
2	PFC Consulting Limited having R/o First Floor, Urjanidhi,1, Barakhamba Lane, Connaught Place, New Delhi - 110001 through 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		02/12/2025
3	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		02/12/2025
4	Shri Rakesh Mohan S/o Lakshman Singh R/o Flat No 364, Sunehari Bagh Appartment, Sector-13 Rohini, Rohini sector-14, North West Delhi, Delhi - 110085 Occupation -Service (As Nominee of PFC Consulting Limited)	0*6*4*2*	100 Equity,0 Preference		02/12/2025
5	Shri Naveen Kumar S/o Jagdish Chander R/o F-024, Assotech Windsor Court Sector78, Noida, Uttar Pradesh, India 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	1*4*7*5*	100 Equity,0 Preference		02/12/2025
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*	100 Equity,0 Preference		02/12/2025

7	Shri Anubhav Kansal S/o Krishan Bhagwan Kansal R/o B1-304 3rd Floortower B1 Ivy County Sector-75 Gautam Buddha Nagar Noida Uttar Pradesh 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	1*5*8*3*	100 Equity,0 Preference		02/12/2025
Total shares taken			10000 Equity,0 Preference		

Signed before me

Membership type of the witness *(ACA/FCA/ACS/FCS/ACMA/FCMA)*	***Name of the witness**	***Address, Description and Occupation**	**DIN / PAN / Passport number / Membership number**	**DSC**	**Dated**
FCS	Prakash Verma	Address: Plot No-14, Rajbagh Colony, Sahibabad, Near Rajbagh Metro Station and Jain Mandir Road, Ghaziabad-201005, Uttar Pradesh, India, Description: Company Secretary in Practice, Occupation: Company Secretary in Practice.	9*5*		02/12/2025

7 Shri / Smt _____ _____ Of _____ resident of _____ aged _____ years shall be the nominee in the event of death of the sole member.

Form No. INC-34

e-AOA (e-Articles of Association)

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

सत्यमेव जयते

Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

Table applicable to company as notified under schedule I of the Companies Act, 2013 *(F, G, H)*	F
Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to *(F – a company limited by shares G– a company limited by guarantee and having a share capital H – a company limited by guarantee and not having share capital)*	F - A COMPANY LIMITED BY SHARES
The name of the company is	LATUR REZ TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
☐	☑		• 1. Interpretation clause In the interpretation of theseArticles unless repugnant to the subject or context-ActThe Act means The Companies Act 2013 as amendedfrom time to time and includes any statutorymodification or re-enactment thereof for the time beingin force. Articles of the Company Articles means thearticles of association of a company as originally framedor as altered from time to time or applied in pursuance ofany previous company law or of this Act.Auditor(s)Auditor(s) mean and include personsappointed as such for the time being by the ComptrollerAuditor General of India. Board or Board of DirectorsBoard or Board of Directors in relation to a companymeans the collective body of the directors of thecompany. Books of Account Books of account includesrecords maintained in respect of (i)all sums of moneyreceived and expended by a company and matters inrelation to which the receipts and expenditure take place(ii) all sales and purchases of goods and services by thecompany (iii) the assets and liabilities of the companyand (iv) the items of cost as may be prescribed undersection 148 in the case of a company which belongs toany class of companies specified under that section.Capital Capital means the share capital for the timebeing raised or authorized to be raised for the purpose ofthe Company. CompanyShall means LATUR REZ TRANSMISSION LIMITED Debenture Debenture includesdebenture stock bonds orany other instrument of acompany evidencing a debt whether constituting acharge on the assets of the company or not. Director(s)Director means a director appointed to the Board of acompany under Section2(34) of the Act. DividendDividend includes any interim dividend. FinancialInstitution Financial Institution includes a scheduledbank and any other financial institution defined ornotified under the Reserve Bank of India Act 1934.Gender Words importing the masculine gender alsoinclude the feminine gender. Generation Company

	I	Generation Company shall mean any entity engaged in the business of generation of electricity.In Writing and Written In writing and Written include printing lithographyand other modes of representing or reproducing words in a visible form. key managerial personnel key managerial personnel in relation to a company means (i) the Chief Executive Officer or the managing director or the manager (ii) the company secretary (iii) the whole-time director (iv) the Chief Financial Officer and (v) such other officer as may be prescribed. Meeting or General 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 the meeting of the Directors including an adjourned meeting. Member Member in relation to a company means (i) the subscriber to the memorandum of the company who 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) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company (iii)every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository. Month Month means a calendar month.Office Office means the Registered Office of the company for the time being.paid-up share capital or share capital paid-up means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the company but does not include any other amount received in respect of such shares by whatever name called. Persons Persons include Corporations and firms as well as individuals.Power Transmission Utility Power Transmission Utility shall mean any entity engaged in the business of power transmission. Proxy Proxy includes Attorney duly constituted under a valid Power 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 company and b. has a minimum paid-up share capital as may be prescribed Provided that a company which is a subsidiary of acompany not being a private company shall be deemedto be public company for the purposes of this Act evenwhere such subsidiary company continues to be aprivate company in its articles. Registrar Registrar meansa Registrar an Additional Registrar a Joint Registrar aDeputy Registrar or an Assistant Registrar having theduty of registering companies and discharging variousfunctions under this Act. Register of Members Registerof Members means the Register of Members to be keptpursuant to the Act.Related Party Section 2(76)of the Actdescribes related party with reference to a companywhich means (i) a director or his relative (ii) a keymanagerial personnel or his relative (iii) a fi rm in which adirector manager or his relative is a partner (iv) a privatecompany in which a director or manager is a member ordirector (v) a public company in which a director ormanager is a director or holds along with his relativesmore than two per cent. of its paid-up share

			capital (vi)any body corporate whose Board of Directors managing director or manager is accustomed to act in accordancewith the advice directions or instructions of a director ormanager (vii)any person on whose advice directions orinstructions a director or manager is accustomed to actProvided that nothing in sub-clauses (vi) and (vii) shallapply to the advice directions or instructions given in aprofessional capacity (viii) any company which is (A) aholdingsubsidiary or an associate company of suchcompany or(B) a subsidiary of a holding company towhich it is also a subsidiary (ix) such other person asmay be prescribed.Seal Means the common seal of thecompany for the time being. Securities Exchange BoardSecurities and Exchange Board means the Securities andExchange Board of India established under section 3 ofthe Securities Exchange Board of India Act 1992.Securities Securities means the securities as defi ned inclause (h)of section 2 of the Securities Contracts(Regulation) Act1956.Share Means a share in the sharecapital of a company and includes stock. Share CapitalShare Capital means the total equity share capital of theCompany agreed to be issued and called the AuthorizedCapital of the Company as mentioned in theMemorandum of Association of the Company. SingularNumber Words importing the singular number includewhere the context admits the plural number and vice-versa. State Electricity Board State Electricity Boardmeans the Electricity Board or Vidyut Board or any otherbody by whatever namec alled set up by the StateGovernments under Electricity(Supply) Act 1948 asamended which expression shall include its successorsadministrators authorizedrepresentatives and permittedassigns. Transmission Company Transmission Companyshall mean any entity engaged in the business oftransmission of electricity.Year or Financial YearMeaning of Words Year means English calendar year andFinancial Year shall have the meaning assigned theretoby Section 2(41) of the Act.Unless the context otherwiserequires words or expressions contained in theseregulations shall bear the same meaning as in the Act orany statutory modifi cation there of in force at the date atwhich these regulations become binding on thecompany. Marginal Notes Marginal Notes are for ease ofreference only and shall not affect the construction andinterpretation of these Articles. Other Expressions Otherwords or expressions contained in these Articles shallbear the same meaning as a reassigned to them in theAct or any statutory modifi cations thereof. 2. Table F notto Apply The regulations contained in Table F in the FirstSchedule to the Companies Act 2013 shall not apply except to the extent that the same are repeated orc ontained or expressly made applicable by these Articles or by the Act but the regulations for the management of the Company and for the observance of the members thereof and the irrepresentatives shall subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed by the said Companies Act 2013 be such as contained in these Articles. 3.Business Purpose The Company shall be engaged in the business of Transmission of Electricity including construction operation maintenance and other related activities.
			Share Capital and Variation of rights

☐	☑	II 1	• 4. Share Capital Increase of capital by the Company and how carried into effect The Authorized Share Capital of the Company is as mentioned in clause V of the Memorandum of Association of the Company. The Company in General Meeting may from time to time by resolution increase its authorized share capital by creation of new shares such increase to be of such aggregate amount and to be divided in to shares of such respective amounts as may be determined by the General Meeting subject to the provisions of the Act.
☐	☑	2	• 5. New Capital same as existing capital Any capital raised by the creation of new shares shall be considered as part of the original capital and shall be subject to the same provisions herein contained with reference to the payment of calls and installments forfeiture lien surrender transfer and transmission voting and otherwise
☐	☑	3	• 6. Reduction of Capital The Company may from time to time by special resolution reduce its capital which may be paid off either with or without extinguishing or reducing liability on shares which is in excess of the wants of the company or canceling such share capital which has been lost or is unrepresented by available assets.
☐	☑	4	• 7. Subdivision and consolidation of shares The Company in general meeting may from time to time sub-divide or consolidate its shares or any of them and exercise any of the other powers conferred by Section 61 of the Act and shall file with the Registrar such notice of exercise of any such powers as may be required by the Act.
☐	☑	5	• 8. Register and Index of Members Beneficial owners The Company shall cause to be kept a Register and also an Index of Members and Debenture-holders in accordance with Sections 88 of the Act. Further as permissible under Section 88 of the Act the register and Index of beneficial owners maintained by a Depository shall be deemed 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 any country outside India a Foreign Register of members resident in that country subject to compliance with the provisions of Section 88 of the Act
☐	☑	7	• 10. Shares to be numbered distinctively The shares in the capital held otherwise than in the depository mode shall be numbered progressively in sequence and given distinctive number Except and in the manner here in mentioned no share shall be forfeited or surrendered and shall continue to bear the number which it had originally borne.
☐	☑		• 11. Share Application Money The Company shall ensure that the share application money paid is held by it in anaccount with a Scheduled CommercialBank (in thenameof the Company). 12. Further Issue of Capital (a)Where at any time the Company wishes to raise its subscribed share capital by issue of further shares it shall first offer such shares to its existing shareholders inproportion to their existing shareholdings on the date of such issue. Such offer to the existing shareholders

		shall be inaccordance with the provisions of Section 62 of the Act.(b) The Company shall subject to applicable provisions of the Act and Articles of Association make uniform calls from time to time upon all the Shareholders in respect of the moneys remaining unpaid on the issued share capital 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 these Articles and of the Act the shares including any shares forming part of any increased capital of the Company shall be under the control of the Directors who may allot or otherwise dispose off the shares to such persons in such proportion on such terms and conditions and at such times asthe Directors may think fi t and subject to the sanction of the Company in GeneralMeeting subject to the provisions of Sections 52 and section 54 of theAct at a premium or parand such optionbeing exercisable for such time and forsuch consideration as the Directors think fit. TheBoard shallcause to be fi ledthe returns as to allotmentprovided forin Section 39(4) of the Act. 14. Issueofshares forconsideration other than cash Subject tothese Articlesand theprovisions of the Act if any theBoard may issueand allot shares in thecapital of theCompany as paymentor in consideration or as partpayment or inpartconsideration of the purchase oracquisition of anyproperty or forservices rendered to theCompany in theconduct of its business and shareswhichmay be soissued or allotted shall be credited or deemedto becreditedas fully paid up or partly paid up shares.15.Power of Company to Issue SharesThe CompanyinGeneral Meeting may subject to the provisions ofSection42 62of the Act provide that any shares (whetherformingpart of the original capitalor of any increasedcapital ofthe Company) shall be offered to suchpersons(whethera Member or not) in such proportionand on such termsand conditionsof the Act) at apremium or at par or at adiscount as such GeneralMeetingshall determine andwith full power to give anyperson (whether a Memberornot) the option to call for orbe allotted shares of anyclass of the Companyeithersubject to compliance withthe provisions of Sections 52and 54 of theAct at apremium or at par or at discountsuch option beingexercisable at suchtimes and for suchconsideration asmay be directed by such GeneralMeeting ortheCompany in General Meeting may makeany otherprovisions whatsoever for theissue allotment ordisposalof any shares. 16. Acceptance of sharesAnypersonapplying for shares in the Company followedbyan allotment of any shares andsubscribers totheMemorandum shall be a shareholder within themeaningofthese Articles and every person whose nameis on theRegister of Members shallfor the purposes oftheseArticles be a Member of the Company. 17. Depositcalltobe a debt payable Immediately The Money (if any)whichthe Board shall onthe application for allotment ofanyshares being made by them require ordirect to bepaid byway of deposit call or otherwise in respect ofanysharesallotted by them shall immediately ontheinsertion of the name of the allotteein the RegisterofMembers as the name of the holder of suchsharesbecome adebt due to and recoverable by theCompanyfrom the allottee thereof and shallbe paid byhimaccordingly. 18. Liability of Members Every Memberorhis heirsexecutors or administrators shall pay

	8	to theCompany the portion of the capitaland premium ifanyrepresented by or payable on his share or shareswhichmayfor the time being remain unpaid thereon insuchamounts at such time or timesand in such manneras theBoard shall from time to time in accordancewiththeCompanys regulations require or fi x for thepaymentthereof. 19. ShareCertifi cates A certifi cateissued underthe common seal of the companyspecifyingthe sharesheld by any person shall be prima facieevidence ofthetitle of the person to such shares. (a)Every Memberor allottee of shares whois holding suchshares in thephysical form shall be entitled withoutpaymentto receivecertifi cate specifying the name of theperson in whosefavour it isissued the shares to which itrelates and theamount paid-up thereof. Suchcertifi catesshall be issuedonly in pursuance of a resolution passedby theBoardand on surrender to the Company of theletter ofallotment or thefractional coupons of requisitevaluesave in case of issues against letters ofacceptanceor ofrenunciation or in cases of issue of bonus shares.Everysuchcertifi cate shall be issued under the seal oftheCompany which shall beaffi xed in the presence oftwoDirectors and the Secretary or someotherpersonappointed by the Board for the purpose andthetwo directors and the Secretaryor other personsasauthorized by the Board shall sign the sharecertifi cate.Provided if the composition of the Boardpermits ofit at least one of theaforesaid two directorsshall be aperson other than a Managing or a WholeTimeDirector.Particulars of every share certifi cateissued shall beentered in theRegister of Membersagainst the name ofthe person to whom it has beenissuedindicating the dateof issue. For issue of anyfurther duplicate certifi catetheBoard shall be entitled tocharge such amount which shallnot exceed fi ftyRupeesper Certifi cate. (b) A Directormay sign a share certifi cateby affi xinghis signaturethereon by means of anymachine equipment or othermechanicalmeans such asengraving in metal orlithography but not by means of arubberstamp.PROVIDED that the Director shall bepersonallyresponsible for the safecustody of suchmachineequipment or other material used for thepurpose.20.Renewal of Share Certifi cates (a) Nocertifi cate ofany share or shares shallbe issued either inexchange forthose which are sub-divided orconsolidated orinreplacement of those which aredefaced mutilated torn orold decrepitdestroyed or wherethe pages on the reversefor recording transfers havebeenduly utilized unless thecertifi cate in lieu of which itis issued is surrenderedtothe Company and for issuingsuch share certifi cate thecompany may chargesuch feeas the Board thinks fi t notexceeding twenty rupees percertifi cate.(b) When anewshare certifi cate has beenissued in pursuance of clause(a) ofthis Article it shallstate on the face of it and againstthe stub or counterfoilto the effect that it is Issued in lieuof share certifi cateNosub-divided replaced onconsolidation. (c) If a sharecertifi cate is lost ordestroyeda new certifi cate in lieuthereof shall be issued only withthe priorconsent of theBoard and on such reasonableterms such as furnishingsupportingevidence andindemnity and the payment ofout-of-pocket expensesincurred bythe Company ininvestigating evidenceproduced as the Board thinks fi t.(d)When anew sharecertifi cate has been

		issued inpursuance of clause (c) of thisArticle it shall state onthe face of it and against thestub or counterfoil totheeffect that it is duplicate issuedin lieu of sharecertifi cate No. and theword duplicateshall be stampedor printed prominently on the face ofthe sharecertifi cate.(e) Where anew share certifi catehas been issued inpursuance ofclause (a) and orclause(c) of this Articleparticulars of every suchsharecertifi cate shall beentered in a Register ofRenewed and DuplicateShareCertifi cates indicatingagainst the name(s) of theperson(s) to whom thecertifi cate is issued the numberand date of issue of the sharecertifi cate inlieu of whichthe new certifi cate is issuedand the necessary changesindicatedin the Register ofMembers by suitable crossreference in the Remarkscolumn.(f) All blank forms tobe used for issue of sharecertifi cates shall beprintedand the printing shall be doneonly on theauthority of a resolution of the Boardand theblank formsshall be consecutively machine-numberedand the formsandthe blocks engravings facsimilesrelating to theprinting of such forms shallbe kept in thecustody of theSecretary or of such other person as theBoardmayappoint for the purpose and the Secretary orthe otherperson aforesaidshall be responsible forrendering anaccount of these forms to the Board. (g)TheCommitteeof the Board Company Secretary of theCompany or aDirectorspecifi cally authorized by theBoard for suchpurpose shall be responsible forthemaintenancepreservation and safe custody of all booksanddocumentsrelating to the issue of share certifi catesincluding the blank forms of sharecertifi catesreferred toin clause (f). (h) All books referred to in clause(g)shallbe preserved in good order for not less than thirtyyearsand in disputedcases shall be preservedpermanently.21. Joint holders (a) Where two ormorepersons areregistered as the holders of any sharethey shall betreated as asingle shareholder and shall bedeemed tohold the same as joint holders withbenefi tsofsurvivorship subject to the following andotherprovisionscontained in these Articles. (b) TheCompanyshall be entitled to decline toregister more thanfourpersons as the holders of any share. (c) TheJointholdersof any share shall be liable severally as wellas jointly forand inrespect of all calls and other paymentswhichought to be made in respect ofsuch shares. (d) Onthedeath of any such joint holder the survivororsurvivorsshall be the only person or personsrecognized by theCompany ashaving any title to theshare but the Directorsmay require such evidenceofdeath as they may deem fi tand nothing hereincontained shall be taken torelease theestate of thedeceased joint holder from any liability onsharesheld byhim jointly with any other person. (e)Delivery of sharecertifi cate toany one of such jointholders shall bedeemed to be delivery to all of themandany one of suchjoint holders may give effectualdischarge and receiptsfor anydividends or other moneyspayable in respect ofsuch shares and or in respectof anyother obligation ofthe Company towards them. (f) Onlythe personwhosename stands in the Register ofMembers as the fi rst of the joint holders of anysharesshall be entitled todelivery of the certifi cate relating tosuch shareor toreceive notices from the Company andany notice givento such personshall be deemed propernotice to all

			jointholders. (g) Any one of two or morejointholders may voteat any meeting eitherpersonally or by proxy in respectofsuch share as if hewere solely entitled thereto and ifmore than one ofsuchjoint holders be present at anymeeting personally or byproxy the holderwhose namestands fi rst or higher (asthe case may be) on theRegister ofMembers in respectof such share shall alonebe entitled to vote inrespectthereof. PROVIDED alwaysthat a memberpresent at any meeting personally shallbeentitled to votein preference to a person present by proxyalthoughthename of such person present by proxystands fi rst onthe Register of Members inrespect ofsuch shares. 22.Terms and Conditions of PreferenceShares Subjecttothe provisions of section 55 anypreference shares maywith the sanction ofan ordinaryresolution be issued onthe terms that they are to beredeemed onsuch termsand in such manner as thecompany before the issue ofthe shares mayby specialresolution determine.
			Lien
☐	☑	9	• 23. Company to have lien on shares The Companyshallhave a first and paramount lien upon all shares(otherthan fully paid up shares) registered inthe name of each member (whether solely or jointly with others) and upon the sale proceeds thereof for all moneys(whetherpresently payable or not) called or payable at a fixed time in respect of all such shares (notbeing fully paidup) forall moneys presently payable by him or his estate to the Company. Any such lien shall extend to all dividends payable and bonuses declared from time to time declared in respect of such shares.
☐	☑	10	• 24. Enforcing lien by sale For the purpose of enforcingsuch lien the Board may sell the shares subject theretoinsuch manner as they shall think fi t and for thatpurpose it may cause to be issued a duplicate certifi catein respectof such shares and may authorize one of theirDirectorsto execute a transfer thereof on behalf of and inthename of the Board. No sale shall be made until noticeperiod for making call as aforesaid have expired anduntilnotice in writing of the intention to sell shall havebeenmade known to the shareholder for default inpaymentand default has been made by him in thepayment ofmoney called in respect of such shares forthirty daysafter the date of such notice. Upon issue of aduplicatecertifi cate or certifi cates in lieu of the originalshare thecertifi cate or certifi cates originally issued shallstandcancelled and become null and void and the sameshallhave no effect.
☐	☑	11	• 25. Application of proceeds of sale The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount as is presently payable and the residue ifanyshall (subject to a like lien for sums not presently payable as existed upon the shares before sale) 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

		13	have been issued and subject to the conditions ofallotment bya resolution passed at a meeting of the Board (and not by resolution by circulation) make suchcallas it thinks fi tupon the Members in respect of all moneys unpaid on theshares held by them respectivelyand each member shallpay the amount of every calls omade on him to the person or persons and at the timesand places appointedby the board. A call may be made payable by installments.
☐	☑	14	• 27. Notice of calls Not less than thirty days notice in writing of any call shall be given by the Company specifying the time and place of payment and the personor persons to whom such call shall be paid.
☐	☑	15	• 28. When call made A call shall be deemed tohavebeenmade 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 fromtimeto time at its discretion extend the time fi xed for the payment of any call and may extend such time as toallor any of the Members for reasons which the Board may consider satisfactory but no Member shall be entitled tosuch 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 there of or any such extension thereof asaforesaid heshall be liable to pay interest on the samefrom the dayappointed for the payment thereof to thetime of actualpayment at rate not exceeding 10 per centper annum asmaybe decided by the Board but the Boardmay in itsabsolute discretion and in specialcircumstances waiveor reduce the levy of interest asdeemed appropriate.Sums deemed to be call Any sumwhich by the terms ofi ssue of a share becomes payableon allotment or at anyfi xed date whether on account ofthe nominal value ofthe share or by way of premium shallfor the purposes ofthese Articles be deemed to be a callduly made andpayable on the date on which by the termsof issue thesame becomes payable and in case of non-payment allthe relevant provisions of these Articles as topayment ofi nterest and expenses forfeiture or otherwiseshall applyas if such sum had become payable by virtueof a callduly made and notifi ed. 32. Sums deemed to becall Anysum which by the terms of issue of a sharebecomespayable on allotment or at any fi xed datewhether onaccount of the nominal value of the share orby way ofpremium shall for the purposes of theseArticles bedeemed to be a call duly made and payable onthe dateon which by the terms of issue the samebecomespayable and in case of non-payment all therelevantprovisions of these Articles as to payment ofinterest andexpenses forfeiture or otherwise shall applyas if suchsum had become payable by virtue of a callduly madeand notifi ed. 33. Partial payment not toprecludeForfeiture Neither the receipt by the Company ofaportion of any money which shall from time to timebedue from any Member to the Company in respect ofhisshares either by way of principal or interest

			noranyindulgence granted by the Company in respect ofthepayment of any such money shall preclude theCompanyfrom there after proceeding to enforce aforfeiture ofsuch shares as hereinafter provided. 34.Payment inanticipation of calls may carry interest TheBoard may ifi t thinks fi t agree to and in anticipationreceive from anyMember willing to advance the same allof calls moneyor any part of the amounts of hisrespective sharesbeyond the sums actually called up andupon themoneys so paid in advance or upon so muchthereoffrom time to time and at any time thereafter asexceedsthe amount of the calls then made upon and dueinrespect of the shares on account of whichsuchadvances are. made the Board may pay or allowinterestat such rate as the Member paying the sum inadvanceand the Board agree upon. The Board may agreeto repayat any time any amount so advanced or may atany timerepay the same upon giving to the Member threemonthsnotice in writing. PROVIDED that moneys paid inadvanceof calls on any shares may carry interest butshall notconfer a right to dividend or to participate inprofi ts. (b)No Member paying any such sum in advanceshall beentitled to voting rights in respect of the moneysso paidby him until the same would but for suchpaymentbecome presently payable.
			Transfer of shares
☐	☑	19	• 35. Register of Transfers The Company shall maintain a Register of Transfers and therein shall be fairly and distinctively enter the particulars of every transfer or transmission of any share in the physical form.
☐	☑	20	• 36. Form of transfer The instrument of transfer shall beinwriting and in such form as prescribed under the Act.Allthe provisions of Section 56 of the Act shall bedulycomplied with in respect of all transfers and oftheregistration thereof. The Company shall not chargeanyfee for registration of a transfer of shares ordebentures.
☐	☑	21	• 37. Instrument of Transfer to be completed and presented to the Company The Instrument of Transfer duly stamped and executed by the transferor and thetransferee shall be delivered to the Companyinaccordance with the provisions of the Act.Theinstrument of transfer shall be accompanied bytheShare Certifi cate or such evidences the Boardmayrequire to prove the title of transferor and his righttotransfer the shares and every registered InstrumentofTransfer shall remain in the custody of the Companyuntildestroyed by order of the Board. Any instrumentoftransfer which the Directors may decline to registershallbe returned to the person depositing the same.
☐	☑		• 38. Transferor deemed to be holder The transferorshallbe deemed to be the holder of such shares untilthename of the transferee shall have entered in theRegisterof Members in respect thereof. Before theregistration ofa transfer the certifi cate or certifi cates ofthe sharesmust be delivered to the Company along withTransferDeed. No transfer to insolvent etc. 39. Notransfer shallbe made to a person of unsound mind or toan insolvent.40. Closure of Register of MembersDebenture holdersThe Directors

		22	shall have power on giving not less thanseven days previous notice asrequired by Section 91ofthe Act to close the Register ofTransfer Register ofMembers or Register of Debentureholders or the registerof other security holders of theCompany for any periodor periods not exceeding in theaggregate forty-fi ve daysin each year (but not exceedingthirty days at any onetime) as they maydetermine.41.Nomination byshareholder Every share-holder or debenture holder mayat any time nominate inthe prescribed manner a personto whom his shares ordebenture shall vest in the eventof his death as providedin Section 72 of the Act.42.Titleto shares of deceasedholder In the event there is nonomination the executorsor administrators of adeceased Member or the holder ofa SuccessionCertifi cate in respect of the shares of adeceasedMember (not being one of two or more jointholders)shall be the only persons whom the Companywill bebound to recognize as having any title to thesharesregistered in the name of such Member andtheCompany shall not be bound to recognizesuchexecutors or administrators or holders unlesssuchexecutors administrators or holders shall have fi rstobtained probate or Letters of AdministrationorSuccession Certifi cate as the case may be from adulyconstituted Court in India. PROVIDED that theDirectorsmay at their absolute discretion dispensewithproduction of Probate Letters of AdministrationorSuccession Certifi cate upon such terms as toindemnityor otherwise as they think fi t and may enterthe name ofthe person who claims to be absolutelyentitled to theshares standing in the name of a deceasedMember as a Member.
			Transmission of shares
☐	☑	23	• 43.Transmission of Shares Subject to the provisionsofthe Act any person becoming entitled to any shareinconsequence of the death lunacy or insolvency of anyMember or by any lawful means other than by atransferin accordance with these Articles may with theconsentof the Directors (which they shall be under noobligationto give) and upon producing such evidencethat he sustains the character in respect of which heproposesto act under this. Article or of his title as theDirectors may require and upon such indemnity as theDirectorsmay require either be registered as a Member inrespect of such shares or elect to have some personnominated by him and approved by the Directorsregistered as aMember in respect of such shares.PROVIDED that if such persons shall elect to have hisnominee registered he shall testify his election byexecuting in favor of his nominee an instrument oftransfer in accordance withthese Articles and until hedoes so he shall not be freed from any liability in respectof such shares.
☐	☑	24	• 44. Right of Board to decline or suspend registration(i)Any person becoming entitled to a share inconsequence of the death or insolvency of a membermay upon suchevidence being produced as may fromtime to timeproperly be required by the Board andsubject ashereinafter provided elect either -(a) to beregistered himself as holder of the share or(b) to makesuch transfer of the share as the deceased orinsolventmember could have made. (ii) The Board shall

			in eithercase have the same right to decline orsuspendregistration as it would have had if the deceasedorinsolvent member had transferred the share beforehisdeath or insolvency.
☐	☑	25	• 45. The Company not liable for disregard of noticeprohibiting registration of transfer The Company shallincur no liability or responsibility whateverinconsequence of its registering or giving effect toanytransfer of shares made or purported to be made byanyapparent legal owner thereof (as shown or appearinginregister of Members) to the prejudice of personshavingor claiming any equitable right title or interest to orin thesame shares notwithstanding that the Companymayhave had notice of such equitable right title orinterest ornotice prohibiting registration of such transferand mayhave entered such notice or referred to it in anybook orattended or given effect to any notice which mayhavebeen given to it of any equitable right title or interestorbe under any liability whatsoever for refusing orneglecting so to do though it may have been enteredorreferred to in some book of the Company but theCompany shall nevertheless be at liberty to regard andattend to any such notice and give effect thereto if theDirectors shall so think fi t.
☐	☑	26	• 46. Rights of successors A person becoming entitled toashare by reason of the death or insolvency of the holdershall be entitled to the same dividends and otheradvantages to which he would have been entitled ifhewere the registered holder of the shares except thatheshall not before being registered as a Member inrespectof the shares been titled to exercise any rightconferredby membership in relation to meetings of theCompany. PROVIDED that the Directors shall at any timegive notice requiring any such person to elect to beregistered himself or to transfer the shares and if thenotice is not complied within ninety days from the dateof issue of the notice the Directors may thereafterwithhold payment ofall dividends bonuses or othermoneys payable inrespect of the shares until therequirements of the noticehave been complied with.
☑	☐	27	• In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company.
			Forfeiture of shares
☐	☑	28	• 47. If money payable on shares not paid notice to be given to members If any Member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any such extensionthereofas aforesaid the Board may at any time

		thereafterduringsuch time as any part of the call or installment.
☐ ☑	29	• 48. Contents of Notice The notice shall name afurtherday (not being less than fourteen days from thedate ofthe service of notice) and a place or places onand at which such call or installment and such interestthereonat such rate as the Directors shall determine fromtheday on which such call or installment ought to havebeenpaid and expenses as aforesaid are to be paid. Thenotice shall also state that in the event ofthenonpayment on or before the day at or before thetimeand atthe place appointed the shares in respect ofwhichthe call was made or installment is payable shallbeliable to be forfeited.
☐ ☑	30	• 49. In default of payment shares to be Forfeited If therequirement of any such notice as aforesaid arenotcomplied with every or any share in respect ofwhichsuch notice has been given may at any timethereafterbut before payment of all calls or installmentsinterestand expenses due in respect thereof be forfeitedby aresolution of the Board to that effect. Suchforfeitureshall include all dividends declared or any othermoneyspayable in respect of the aforesaid share and notactuallypaid before the forfeiture. In default of paymentsharesto be Forfeited.
☐ ☑	31	• 50. Notice of forfeiture to a Member When any shareshall have been so forfeited notice of the forfeiture shallbe given to the Member in whose name it stoodimmediately prior to the forfeiture and an entry of theforfeiture with the date thereof shall forthwith be madeinthe Register of Members but no forfeiture shall be inany manner invalid by any omission or neglect to make any such entry as aforesaid in the Register.
☐ ☑	32	• 51. Forfeited share to be property of the Company andmay be sold etc. Any share so forfeited shall be deemedto be the property of the Company and maybe sold reallotted 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 demand all calls installment interest and expensesowing upon or in respect of such shares at the time oftheforfeiture together with interest accrued thereon at thetime of the forfeiture at such rate as the Board maydetermine and the Board may enforce the paymentthereof if it thinks fit.
☐ ☑		• 53. Effect of forfeiture The forfeiture of a share shallinvolve extinction at the time of the forfeiture ofallinterest in and all claims and demands against theCompany in respect of the share and all otherrightsincidental to the share except only such of thoserightsas by these Articles are expressly saved. 54.Evidence offorfeiture A declaration in writing byChairman or Managing Director of the Company or by any person dulyauthorised in this regard that certainshares in theCompany have been duly forfeited on

		34	a datestated in the declaration shall be conclusive evidence ofthe factstherein stated as against all persons claiming tobeentitled to the shares and such declaration andthereceipt of the Company for the consideration if anygivenfor the shares on the sale or disposition thereofshallconstitute a good title to such shares and theperson towhom the shares are sold shall be registered astheholder of such shares and shall not be bound to seeas tothe application of the purchase money nor shall histitleto such shares be affected by any irregularity orinvalidityin the proceedings in reference to suchforfeiture sale ordisposition. 55. Validity of sale underArticles offorfeitedshares Upon any sale after forfeitureor forenforcing a lien in purported exercise of thepowersherein before given the board may appoint somepersonto execute an instrument of transfer of the sharessoldand cause the purchasers name to be entered in theRegister of Members in respect of the shares soldandthe purchaser shall not be bound to see the regularityofthe proceedings or to the application of thepurchasemoney and after his name has been entered intheRegister in respect of such shares the validity of thesaleshall not be impeached by any person and theremedy ofany person aggrieved by the sales hall be indamagesonly and against the Company exclusively.56.Cancellation of Share Certifi cates in respect offorfeitedshares Upon any sale re-allotment or otherdisposalunder the provisions of the preceding Articlesthecertifi cate or certifi cates originally issued in respectofthe relative shares shall (unless the same shallondemand by the Company have been(previously)surrendered to it by the defaulting member)standcancelled and become null and void and of noeffect andthe Directors shall be entitled to issue aduplicate certifi cate or certifi cates in respect of the saidshares tothe person or persons entitled thereto. 57.Power to annul forfeiture The Board may at any timebefore anyshare so forfeited shall have been sold re-allotted orotherwise disposed of annul the forfeiturethereof uponsuch terms and conditions as it thinks fi t.
			Alteration of capital
☐	☑	35	• 58. Alteration of Share Capital The company may fromtime to time by ordinary resolution increase the sharecapital by such sum to be divided into shares of suchamount as may be specifi ed in the resolution. Subject tothe provisions of section 61 the company may byordinary resolution the Company may from time to time-(a) consolidate and divide all or any of its share capitalinto shares of larger amount than its existing shares(b)convert all or any of its fully paid-up shares into stockand reconvert that stock into fully paid-up shares ofanydenomination (c) Sub-divide its shares or any oftheminto shares of smaller amount than is fi xed by thememorandum so however that in the sub-divisiontheproportion between the amount paid and the amountifany unpaid on each reduced share shall be the sameasit was in the case of the share from which thereducedshare is derived. (d) Cancel any shares which asthe dateof the passing of the resolution have not beentaken or agreed to be taken by any person and diminishtheamount of its share capital by the amount of the sharesso cancelled. The resolution whereby any

			shareissubdivided may determine that as between the holdersof the shares resulting from such sub-division one ormore of such shares shall have some preferenceorspecial advantage as regards dividend capital votingorotherwise over or as compared with the others orothersubject to the provisions of the Act. Subject to theprovisions of Sections 66 of the Act the Board mayaccept from any member the surrender on suchtermsand conditions as shall be agreed of all or any ofhisshares. The company may by special resolutionreduce inany manner and with and subject to anyincident authorised and consent required by law --(a) itssharecapital (b) any capital redemption reserveaccountor (c)any share premium account.
☐	☑	36	•
☐	☑	37	•
☐	☑	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 PremiumAccountor the Capital Redemption Reserve Account oranymoneys investment or other assets forming part ofthe undivided profi ts including profi ts or surplusmoneysarising from the realization and (when permittedby thelaw) from the appreciation in value of any capitalassetsof the Company standing to the credit of theGeneralReserve or any other Reserve or Reserve Fund oranyother Fund of the Company or in the hands oftheCompany and available for dividend be capitalized- (a) bythe issue and distribution of shares as fully paid-upandto the extent permitted by the Act debenturesdebenturestock bonds or other obligations of theCompany or (b)by crediting share of the Company whichmay have beenissued and are not fully paid-up with thewhole or anypart of the sum remaining unpaid thereonPROVIDED that any amounts standing to the credit of theSharePremium Account or the Capital RedemptionReserveAccount shall be applied only in crediting thepayment ofcapital on shares to be issued to Members asfully paidbonus shares (Further capitalization of reservecreatedby the revaluation of assets are not to be usedforissuance of Bonus Shares as per section 63 of theAct).(2) Such issue and distribution under sub-clause (1)(a)of this Article and payment to the credit of unpaidsharecapital under sub-clause (1) (b) of this Article shallbemade among and in favour of the Members or anyclassof them or any of them entitled thereto andinaccordance with their respective rights and interestsandin proportion to the amount of capital paid-up ontheshares held by them respectively in respect ofwhichsuch distribution or payment shall be made onthefooting that such Members become entitled theretoascapital. (3) The Directors shall give effect to anysuchresolution and for the said purpose the Board maysettleany diffi culty which may arise in regard todistribution asit thinks expedient including in regard tofractionalentitlements and shall apply such profi tsGeneralReserve other Reserve or any other Fund or account asaforesaid as may be required for the

			purposeof making payment in full on the shares or otherobligations of theCompany so distributed under subclause (1) (a) of this Article or (as the case may be)forthe purpose of payingin whole or in part the amountremaining unpaid on theshares which may have beenissued and are not fullypaid-up under sub-clause (1) (b)above. PROVIDED that no such distribution or paymentshall be made unlessrecommended by the Directors andif so recommended such distribution and payment shallbe accepted by suchMembers as aforesaid in fullsatisfaction of their interestin the said capitalized fund.(4) For the purpose of givingeffect to any such resolutionthe Directors may settleanydiffi culty which may arise inregard to the distributionor payment as aforesaid as theythink expedient and inparticular they may issue fractionalcertifi cates and may fi x the value for distribution of anyspecifi c asset and may determine that any cash paymentbe made to anyMembers on the footing of the value sofi xed and may vest any such cash shares debenturesstock bonds orother obligations in trustees upon suchtrusts for thepersons entitled thereto as may seemexpedient to thedirectors and generally may makearrangement for theacceptance allotment and sale ofsuch shares debentures debentures stock bonds or otherobligations and fractional certifi cates or otherwise asthey may think fi t. (5) When deemed requisite a propercontract shall befi led in accordance with the Act and theBoard mayappoint any person to sign such contract onbehalf of the Members entitled as aforesaid. Subject tothe provisionsof the Act and these Articles in caseswhere some of theshares of the Company are fully paidand others arepartly paid such capitalization may beeffected by thedistribution of further shares in respect ofthe fully paidshares and by crediting the partly paidshares with thewhole or part of the unpaid liabilitythereon but so that asbetween the holders of the fullypaid shares and thepartly paid shares the sums soapplied in the payment ofsuch further shares and in theextinguishment ordiminution of the liability on the partlypaid shares shallbe applied pro rata in proportion to theamount thenalready paid or credited as paid on theexisting fully paidand partly paid shares respectively.
☐	☑	40	•
			Buy-back of shares
☐	☑	41	• 60. Buy Back of Shares Notwithstanding anythingcontained in these articles but subject to the provisionsof sections 68 to 70 and any other applicable provisionof the Act or any other law for the time being in force thecompany may purchase its own shares or other specifi edsecurities.
			General meetings
☐	☑	42	• 61. Annual General Meeting The Company shall ineachyear hold a General Meeting as its AnnualGeneralMeeting in addition to any other meeting in thatyear. AllGeneral Meetings other than Annual GeneralMeetingsshall be called Extraordinary General Meetings.If for anyreason beyond the control of the Board thegeneralmeeting (including an Annual General meeting)cannotbe held on the appointed day the Board shall havepowerto postpone the General meeting of which a noticeshould be given to the members. Every

			member oftheCompany shall be entitled to attend either in personor by proxy and the Auditor of the Company shall havethe rightto attend and to be heard at any General Meetingwhichhe attends on any part of the business whichconcernshim as Auditor.
☐	☑	43	• 62. Extraordinary General Meeting The Boardmaywhenever it thinks fi t call an ExtraordinaryGeneralMeeting of the Company. The Board shall attherequisition in writing by a Member or Membersholding inthe aggregate not less than one-tenth of suchof thepaid-up capital of the company on that dateandcarriesthe right of voting in regard to the matterinrespect of which the requisition has been made.63.Requisition of Members to state object of MeetingAnyvalid requisition so made by Members must statetheobject or objects of the meeting proposed to becalledand must be signed by the requisitionists anddepositedat the registered offi ce of the company.PROVIDED thatsuch requisition may consist of severaldocuments in likeform each signed by one or morerequisitionists. 64. Onreceipt of requisition Directors tocall meeting and indefault requisitionists may do soUpon the receipt of anysuch requisition the Board shallforthwith call anExtraordinary General Meeting and ifthey do not proceedwithin twenty-one days from the dateof the requisitionbeing deposited at the Registered Offi ce to cause ameeting to be called on a day not later thanforty-fi vedays from the date of deposit of the requisitiontherequisitionists or such of their number asrepresenteither a majority in value of the paid-up sharecapital heldby all of them or one-tenth of such of thepaid-up sharecapital of the Company as is referred to inSection 100(2)of the Act whichever is less maythemselves call themeeting but in either case anymeeting so called shallbeheld within three months fromthe date of the depositof the requisition as aforesaid. 65.Meeting called byrequisitionists Any meeting calledunder the foregoingArticles by the requisitionists shall becalled in the samemanner as nearly as possible as that inwhich meetingsare to be called by the Board. 66. Twenty-one days noticeof meeting to be given A general meetingof a Companymay be called by giving not less than cleartwenty-onedays notice either in writing or throughelectronic modein such a manner as may be prescribedEvery notice of ameeting shall specify the place date dayand the hour ofmeeting and shall contain statement ofthe business tobe transacted at such meeting. And Thenotice of everymeeting shall be given to every member ofthe CompanyLegal Representative of any deceasedmember or theassignee of an insolvent member auditoror auditors ofthe Company and every director of theCompany and allsuch persons as are under theseArticles entitled toreceive notice from the CompanyProvided that a generalmeeting may be called aftergiving shorter notice thanthat specifi ed in thissubsection if consent in writing orby electronic mode isaccorded thereto (i) in the case ofan annual generalmeeting by not less than ninty-fi ve percent. of themembers entitled to vote thereat and (ii) inthe case ofany other general meeting by members ofthecompany(a) holding if the company has a sharecapitalmajority in number of members entitled to voteand whorepresent not less than ninety-fi ve per cent.

			of such partof the paid-up share capital of the company asgives aright to vote at the meeting or (b) having if thecompanyhas no share capital not less than ninty-fi ve percent. of the total voting power exercisable at thatmeetingProvided further that where any member of acompany isentitled to vote only on some resolution orresolutions tobe moved at a meeting and not on theothers thosemembers shall be taken into account for thepurposes ofthis sub-section in respect of the formerresolution orresolutions and not in respect of the latter.
			Proceedings at general meetings
☐	☑	44	• 67. Business to be transacted at the General Meetingandnature there of In the case of an Annual GeneralMeetingall business to be transacted there at shall bedeemedspecial other than (i) the consideration of the fi nancialstatements and there ports of the Board ofDirectors andAuditors (ii) the declaration of any dividend(iii) theappointment of Directors in place of those retiring(iv)theappointment of and the fi xing of the remunerationof theAuditors and in the case of any other meetingallbusiness shall be deemed to be Special Businessandthere shall be annexed to the notice of the MeetinganExplanatory statement setting out all materialfactsconcerning each such item of special businessincludingin particular the nature of the concern orinterestfi nancial or otherwise if any therein of (i) everyDirectorand the Manager (if any) (ii) every other keymanagerialpersonnel and relatives of the personsmentioned in subclauses (i) and (ii). Where any such itemof SpecialBusiness relates to or affects any othercompany theextent of shareholding interest in such othercompany ofevery promoter director and the manager ifany and ofevery other key managerial personnel of theCompanyshall also beset out in the statement if theextent of suchshareholding interest is not less than twoper cent of thepaid-up share capital of that othercompany and whereany item of business consists of theaccording ofapproval to any documents by the meetingthe time andplace where the document can be inspectedshall bespecifi ed in the statement aforesaid. The annualgeneralmeeting shall be called during business hours onany daythat is not a National Holiday and it is to be heldeither atthe registered offi ce of the company or at someotherplace within the city in which the registered offi ceof thecompany is situate.
☐	☑	45	• 68. Omission to give notice not to invalidate a resolution 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.
☐	☑	46	• 69. Meeting not to transact business not mentionedinnotice No General Meeting Annual or Extraordinaryshallbe competent to enter upon discuss or transactanybusiness which has not been mentioned in the noticeornotices upon which it was convened.
☐	☑		• 70. Body Corporate deemed to be personally present A body corporate being a Member shall be deemed tobepersonally present if it is represented in accordancewithSection 113 of the Act. 71. Quorum at

			GeneralMeetingNo business shall be transacted at any general meetingunless a quorum of members is present at thetime whenthe meeting proceeds to business. Save asotherwiseprovided herein the quorum for the generalmeetings shall be as provided in section 103 of theCompanies Act2013 72.. If quorum not present meetingto be dissolvedor adjourned If at the expiration of half anhour from thetime appointed for holding a generalmeeting of theCompany a quorum is not present themeeting ifconvened by or upon the requisition ofMembers shallstand dissolved but in any other case themeeting shallstand adjourned to the same day in the nextweek or ifthat day is a publicholiday until the nextsucceeding daywhich is nota public holiday at the sametime and placeor to such other day and at such othertime place as theBoard may determine and if at suchadjourned meeting aquorum is not present at theexpiration of half an hourfrom the time appointed forholding the meeting theMembers present shall form thequorum and maytransact the business for which themeeting was called.73. Chairman of General Meeting TheChairman of theBoard shall be entitled to take the Chairat every GeneralMeeting whether Annual or Extraordinary.If at anymeeting the Chairman is not present within fi fteenminutes of the time appointed for holding suchmeetingor he has informed that he shall be unable orunwilling totake the Chair then any one of directors withmutualconsent shall so preside at the meeting. If noDirector bepresent or if all the Directors present declineto take theChair then the Members present shall electone of themembers to be the Chairman of the Meeting.74. NoBusiness whilst chair vacant No business shallbediscussed at any General Meeting except the electionofa Chairman whilst the Chair is vacant. 75. Chairmanwithconsent may adjourn meeting The Chairman withtheconsent of the Members may adjourn any meetingfromtime to time and from place to place within the citytownor village in which the Registered Offi ce of theCompanyis situated but no business shall be transactedat anyadjourned meeting other than the business leftunfi nished at the meeting from which the adjournmenttookplace. Notwithstanding the provision as above intheevent of disorder at a validly convened meetingtheChairman may adjourn the meeting provided thatsuch anadjournment shall not be a longer period thantheChairman considers necessary to being order atthemeeting and Chairman communicates his decisiontothose present in so far as it is possible.76.QuestionsatGeneral Meeting how Decided Every questionsubmittedto a meeting shall be decided in the fi rstinstance unlessa poll is demanded on a show of hands.Before or on thedeclaration of the result of the voting onany resolutionon a show of hands a poll may be orderedto be taken bythe Chairman of the meeting on his ownmotion and shallbe ordered to be taken by him on ademand made in thatbehalf by any member or memberspresent in person orby proxy and holding shares in theCompany whichconfer a power to vote on the resolutionnot being lessthan one-tenth of the total voting power inrespect of theResolution or on which an aggregate sumof not lessthan fi ve lakh rupees has been paid up. Thedemand for apoll may be withdrawn at any time by theperson orpersons making the demand. Unless a poll issodemanded a declaration by the Chairman

		47	thataresolution has on show of hands been carried hroughunanimously or by a particular majority or lostand anentry to that effect in the Minutes Book of theCompanyshall be conclusive evidence of the fact withoutproof of the number or proportion of the votes recordedin favourof or against the resolution. 77. ChairmansCasting VoteIn the case of an equality of votes theChairman shallhave a casting vote in addition to the voteor votes towhich he may be entitled otherwise. 78. Poll tobe takenif demanded If a poll is demanded as aforesaidthe sameshall be taken at such time (not later than forty-eighthours from the time when the demand was made)andplace in the city or town inwhich the Registered offi ce ofthe Company is for the time being situated astheChairman shall direct either at once or after aninterval oradjournment and the result of the poll shall bedeemed tobe the resolution of the meeting. 79. In whichcase polltaken without Adjournment Any poll dulydemanded onthe election of the Chairman of a meetingor on anyquestion of adjournment shall be taken at themeetingforthwith. 80. Demand for poll not to preventtransactionof other business The demand for a pollexcept on thequestions of the election of the Chairmanand of anadjournment shall not prevent the continuanceof ameeting for the transaction of any business otherthanthe question on which the poll has been demanded.81.Minutes of General Meetings(a) The Companyshallcause minutes of the proceedings of everyGeneralMeeting or every resolution passed by postalballot to bekept by making within thirty days of theconclusion ofevery such meeting concerned recordthereof kept withMinute Book for that purpose with theirpagesconsecutively numbered. (b) Each page of everysuchbook shall be initialed or signed and the last page oftherecord of proceedings of each meeting in suchbookshall be dated and signed by the Chairman of thesamemeeting within the aforesaid period of thirty days orinthe event of the death or inability of that Chairmanwithinthat period by a Director duly authorised by theBoard forthe purpose. (c) In no case the minutes ofproceedings ofa meeting shall be attached to any suchbook asaforesaid by pasting or otherwise. (d) Theminutes ofeach meeting shall contain a fair and correctsummary ofthe proceedings thereat. (e) All decisionstaken andappointments of offi cers made at any meetingaforesaidshall be included in the minutes of the meeting.(f)Nothing herein contained shall require or be deemedtorequire the inclusion in any such minutes of anymatterwhich in the opinion of the Chairman of themeeting (a)is or could reasonably be regarded asdefamatory of anyperson or (b) is irrelevant or immaterialto theproceedings or (c) is detrimental to the interests oftheCompany. The Chairman of the meeting shall exerciseanabsolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on theaforesaidgrounds.(g) Any such minutes shall be evidenceof theproceedings recorded therein. Where the minuteshavebeen kept in accordance with section then untilthecontrary is proved the meeting shall be deemed tohavebeen duly called and held all appointments ofdirectorskey managerial personnel auditors or companysecretaryin practice shall be deemed to be valid. Nodocumentpurporting to be a report of the proceedings ofanygeneral meeting of a company shall be

			circulatedoradvertised at the expense of the company unless itincludes the matters required to be contained intheminutes of the proceedings of such meeting.Thecompany shall observe secretarial standards withrespect to general and Board meetings specifi ed bytheInstitute of Company Secretaries of Indiaconstitutedunder section 3 of the Company SecretariesAct 1980and approved as such by the CentralGovernment. (h)The book containing the minutes of theproceedings ofany general meeting of the Company or ofa resolutionpassed by postal ballot shall be kept at theregisteredoffi ce of the Company and shall be openduring businesshours to the inspection by anymemberwithout anycharge for such period not being lessthan two hours ineach business day are allowed forinspection.
☑	☐	48	• In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member.
			Adjournment of meeting
☐	☑	49	• 82. Adjournment of Meeting (i)The Chairperson maywiththe consent of any meeting at which a quorum ispresentand shall if so directed by the meeting adjournthemeeting from time to time and from place to place.(ii)No business shall be transacted at anyadjournedmeeting other than the business left unfi nished at themeeting from which the adjournment tookplace. (iii)When a meeting is adjourned for thirty days ormorenotice of the adjourned meeting shall be given as inthecase of an original meeting. (iv) Save as aforesaidand asprovided in section 103 of the Act it shall notbenecessary to give any notice of an adjournment or ofthebusiness 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 ofshareholderseither upon a show of hands or upon a pollin respect of any shares registered in his name on whichany calls orother sums presently payable by him have not been paidor in regard to which the Company has exercised any right of lien.
☐	☑	51	• 84. Number of votes to which Member Entitled Subject tothe provisions of these Articles and without prejudicetoany special privileges or restrictions as to voting forthetime being attached to any class of shares for thetimebeing forming part of the capital of the CompanyeveryMember shall be entitled to be present and to speakandvote at such meeting by show of hand for which the Member present in person shall have one vote. On apolltaken at a meeting of a company a member entitledtomore than one vote or his proxy need not to use allhisvotes or cast in the same way all the votes he uses.

☐	☑	52	• 85. Votes by a Member entitled to more than one vote Ona poll taken at a meeting of the Company aMemberentitled to more than one vote by virtue ofhisshareholding or his proxy or other person entitled tovotefor him as the case may be need not if he votes useall his votes or cast in the same way all the votes heusesand he may vote in different manner as he deems fit.
☐	☑	53	• 86. Vote of Member who is a minor If any shareholder bea minor the vote in respect of his share or shares shallbeby his guardian or any one of his guardians if morethanone to be selected in case of dispute by theChairman ofthe meeting.
☐	☑	54	• 87. Votes of Joint Members If there be jointregisteredholders of any shares the vote of the seniorwho tendersa vote whether in person or by proxy shall beaccepted tothe exclusion of the votes of the other jointholders. Forthis purpose seniority shall be determined bythe order in which the namesst and in the register ofmembers.
☐	☑	55	• 88. Voting in person or by proxy or RepresentativeSubject to the provisions of these Articles votes may begiven either personally or by proxy. A bodycorporatebeing a Member may vote either by proxy or byarepresentative duly authorised in accordancewithSection 113 of the Act and such representative shallbeentitled to exercise the same rights and powers(includingthe right to vote by proxy) and by postal balloton behalfof the body corporate which he represents asthat body could exercise if it were an individual Memberof the Company.
☐	☑	56	• 89. Votes in respect of shares of Deceased Any personentitled under the Transmission Clause to transferanyshares may vote at any General Meeting inrespectthereof in the same manner as if he were theregistered holder of such shares. PROVIDED that forty-eight hours at least before the time of holding themeeting oradjourned meeting as the case maybe atwhich heproposes to vote he shall satisfy the Chairmanof hisright to transfer such shares and give suchindemnity (ifany) as the Chairman may require or theChairman shallhave previously admitted his right to voteat suchmeeting in respect thereof. 90. Time for objectionto voteNo objection shall be made to the validity of anyvoteexcept at the meeting or poll at which such votewastendered and every vote whether given personally orbyproxy not disallowed at such meeting or poll shallbedeemed valid for purposes of such meeting orpollwhatsoever. 91. Chairman of the meeting to be thejudgeof the validity of any Vote The Chairman of anymeetingshall be the sole judge of the validity of everyvotetendered at such meeting. The Chairman present atthetaking of a poll shall be the sole judge of the validityofevery vote tendered at such poll.
			Proxy
☐	☑		• 92. Appointment of proxy A person can act as proxyonbehalf of members not exceeding fi fty and holding intheaggregate not more than ten percent of the totalsharecapital of the company carrying voting rights Providedthat a member holding more than ten percent

		57	ofthe totalshare capital of the Company carrying votingrights mayappoint a single person as proxy and suchperson shallnot act as proxy for any other person orshareholder.Every proxy shall be appointed in writingunder the handof the Member or if such Member is abody corporateunder the common seal of suchcorporation or be signedby an appointer or his attorneyduly authorised in writing.The proxy so appointed shallnot have any right to speakat the meetings.
☐	☑	58	• 93. Deposit of instrument of Proxy etc. Theinstrumentappointing a proxy and the power of attorneyor otherauthority (if any) under which it is signed or anotarizedcopy of that power or authority shall bedeposited at theRegistered Offi ce of the Company notlater than forty-eight hours before the time for holdingthe meeting atwhich the person named in the instrumentproposes tovote and in default the instrument of proxyshall not betreated as valid. No instrument appointing aproxy shallbe valid after the expiration of twelve monthsfrom thedate of its execution.
☐	☑	59	• 94. Form of proxy An instrument appointing a proxyshallbe in the form No. MGT-11 as prescribed in the rulesmade under section 105 of the Companies Act 2013 95.Proxy either for specifi ed meeting or for a periodAninstrument of proxy may appoint a proxy either forthepurpose of a particular meeting specifi ed in theinstrument and any adjournment thereof or it mayappointfor the purpose of every meeting of the Companyor ofevery meeting to be held before a date specifi ed intheinstrument and every adjournment of any suchmeeting.96. Validity of votes given by proxy notwithstandingdeath of Member A vote given inaccordance with theterms of an instrument of proxy shall be validnotwithstanding the previous death orinsanity of theprincipal or there vocation of the proxy orof the authorityunder which the proxy was executed orthe transfer of theshares in respect of which the proxy isgiven. Providedthat no intimation in writing of such death insanityrevocation or transfer shall have been received by thecompany at its offi ce before the commencement of themeeting or adjourned meeting atwhich the proxy is used.
			Board of Directors
☐	☑	60	• 97. First Directors Shri Sanjay Kumar Nayak Shri Sanjiv Kumar and Shri Nitesh R. Jambhulkar shall be the First Directors of the Company.
☐	☑	61	• 98. Management of Affairs The day to day managementof the business and affairs of the Company shallbevested with Project-in-charge under thesupervisiondirection control of the Board. The Board mayexercise allsuch powers of the Company and do all suchacts deedsand things as are not prohibited by the Act orany otherstatute or by the Memorandum of Associationof theCompany and without prejudice to the foregoingshall beresponsible for all policy matters and thesupervision direction and control of the conduct of thebusiness affairs operations of the Company

☐	☑	62	• 99. Number and appointment of Directors The BoardofDirectors of the Company shall consist of not less than 3 but not more than 15 Directors. A Director shall not berequired to hold any qualifi cation shares in theCompany.Notwithstanding anything to the contrarycontained inthese Articles so long as any moneys remainowing bythe Company to a Financial Institution or anyotherperson by the Company or the Company hasentered intoany agreement or undertaking orarrangement(hereinafter refer as agreement) with Bodies(like StateElectricity Board Nigam) or the Board ofDirectors havedecided to seek nomination on the Boardfrom thebenefi ciary state or any Financial Institution orPFC Consulting Limited or person holds Debentures intheCompany by direct subscription or private placementthe Company may agree to grant to such FinancialInstitution PFC Consulting Limited person or otherBodies as acondition of such loan or subscription toDebenture orany other agreement or to a DebentureTrustee the rightto appoint from time to time any personor persons as Director or Directors of the Company(which director ordirectors is are hereinafter referred toas Nominee Directors) retiring or non-retiring subject toand on suchterms and conditions as the Company mayagree withsuch Financial Institutions PFC ConsultingLimited Person other Bodies and or DebentureTrustee.TheCompany shall have a right to remove fromoffi ceNominee Director(s) at the option of the Companyin consultation with Financial Institutions PFCConsultingLimited Bodies persons or Debenture Trustee.SuchNominee Director(s) shall not be required to holdanyShare qualifi cation in the Company. Also at the optionof the Company such Nominee Director(s) shall notbeliable to retirement by rotation of the Directors.Subjectas aforesaid the Nominee Director(s) shall beentitled to the same rights and privileges and be subjectto thesame obligations as any other Director of theCompany.The Nominee Director(s) so appointed shallhold the said offi ce only so long as moneys remain owingby the Company to the Financial Institution or so long asthe Debenture Trustee hold debenture in the Companyoroperation of agreement and the Nominee Directorssoappointed in the exercise of the said person shallipsofacto vacate such offi ce immediately the moneyowingby the Company to the Financial Institution or ontheDebenture Trustee ceasing to hold Debentures Sharesonthe satisfaction of liability of the Company arising outofany Guarantee furnished by the Financial Institutionsorsatisfactory completion of term of agreement withBodies. The Nominee Director(s) appointed underthisarticle shall be entitled to receive all notice of andattendall General meeting Board Meeting and of themeetingsof the Committee of which the NomineeDirector(s) is aremember(s) as also the minutes ofmeetings. The fi nancial institutions Debenture Trusteepersons bodiesshall also be entitled to receive all suchnotice andminutes. The Company shall pay to theNomineeDirector(s) sitting fees and expenses whichother Director of the Company are entitled but if anyother feescommission remuneration in any form ispayable to theDirector of the Company the feescommission moneyand remuneration in relation to suchNominee Director(s)shall accrued to Debenture Trusteeand same shallaccordingly be paid by the

			Companydirectly to the debenture trustee. Any expenses that mayincurred by the fi nancial institution or such Nominee Director(s) inconnection with their appointment orDirectorship shallalso be paid or reimbursed by theCompany to thefi nancial Institution or as the case maybe to suchNominee Director(s). Provided that if any suchNomineeDirector(s) is are an offi cer of the FinancialInstitution thesitting fees in relation to such NomineeDirector(s) shallalso accrue to the Financial Institute andthe same shallaccordingly be paid by the Companydirectly to that Financial Institution. Provided further thatif suchNominee Director(s) is are an offi cial of any of theReserve Bank of India the sitting fees in relation tosuchNominee Director(s) shall also accrue to FinancialInstitution to whom he represents as NomineeDirectorfrom Reserve Bank of India and the same shallaccordingly be paid by the Company directly to thatFinancial Institution. Provided also that in the event ofthe Nominee Director(s) being appointed as WholeTimeDirector(s) such Nominee Director(s) shall exercisesuchpowers and duties as may be approved by theLenders or Bodies in consultation with Board and havesuch rights as are usually exercised or available to aWhole Time Director in management of the Borrower orBodies and such Nominee Director(s) shall be entitled toreceive such remuneration fees commission and moneysas maybe approved by the Lenders or Bodies inconsultation with Board.
☐	☑	63	• 100. Company may increase the number of DirectorsSubject to Section 149 of the Act the Company maysubject to special resolution in General Meeting increasethe maximum number of Directors. Further the Companymay subject to the provisions of Section 169 of the Actby passing the ordinary resolution in the General Meetingof the members may remove any Director before theexpiration of his period of offi ce and appoint anotherperson 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 at any timeand from time to time to appoint a person not being aperson holding any alternate directorship for any other Director in the Company to act as an alternate director fora director(hereinafter called the original Director) during his absence for a period of not less than three months from India.
☐	☑	65	• 102. Directors power to fill up casual Vacancies Casual vacancies among Directors may be filled by the Board of Directors at their meeting and any person so appointed shall hold the office as per the provision of section 161.
☐	☑		• 103. Appointment of Additional Director Subject to theprovisions of Section 161 and other applicableprovisions(if any) of the Act the Board shall have powerat any time and from time to time to appoint a person asan Additional Director but so that the total numberofDirectors shall not at any time exceed the maximumnumber fi xed by these Articles. The Additional Directorsoappointed shall retire from Offi ce at next followingAnnual General Meeting but shall be eligible for electionby the company at that meeting as a Director.104.Directors may act notwithstanding any

			vacancyThecontinuing Directors may act notwithstandinganyvacancy in their body but if and so long as their numberis reduced below the minimum number fi xed byArticle 100 thereof the continuing Directors may act forthepurpose of increasing the number of Directors tothatnumber or of summoning a General Meeting forthatpurpose. 105. Remuneration of Directors Subject tothe provisions of the Act the Chairman or ManagingDirectoror any other functional Directors who is are in thewhole-time employment of the Company may bepaidremuneration either by way of a monthly payment orat aspecifi ed percentage of the net profi t of theCompany orpartly by one way and partly by the otherkeeping in viewthe limiting provisions governing theManagerialremuneration under the provisions of the Act.Subject tothe provisions of the Act a Director who isneither in thewhole-time employment nor a Chairmancum ManagingDirector of the Company may be paidremunerationeither-(a) by way of monthly quarterly orannual paymentwith the approval of the CentralGovernment or (b) byway of commission if the Companyby a specialresolution authorizes such payment and Thesitting feepayable to a Director (excluding Whole-timeDirector) forattending a meeting of the Board orCommittee thereofshall be such sum as may be fi xed bythe Board providedthat the same shall not exceed Rs.100000- or such othersum as prescribed in the Act asamended from time totime. Travelling expenses incurredby Director going outon Companys Business. The Boardmay allow and pay toany Director who is not a bona-fi deresident of the placewhere the Registered Offi ce of theCompany or where themeetings of the Board are actuallyheld and who has tocome to such place for the purposeof attending anymeeting such sum as the Board mayconsider faircompensation fortravelling boarding lodgingand otheractual incidental expenses in addition to his feeforattending such meeting as specifi ed above. IfanyDirector be called upon to go or reside out of thebonafi de place of his residence on the Companysbusiness heshall be entitled to be paid and reimbursedany travellingor other actual expenses incurred by him inconnectionwith the business of the Company. 106. Whenoffi ce ofDirectors to become Vacant Subject to Section167 ofthe Act the offi ce of a Director shall becomevacant if-(a)he incurs any of the disqualifi cations specifi ed in section164 under the act(b) he absents himselffrom all themeetings of the Board of Directors heldduring a periodof twelve months with or without seekingleave ofabsence of the Board (c) he acts in contraventionof theprovisions of entering into contracts orarrangements inwhich he is directly or indirectlyinterested (d) he fails todisclose his interest in anycontract or arrangement inwhich he is directly orindirectly interested (e) hebecomes disqualifi ed by anorder of a court or theTribunal (f) he is convicted by acourt of any offencewhether involving moral turpitude orotherwise andsentenced in respect thereof toimprisonment for notless than six months Provided thatthe offi ce shall bevacated by the director even if he has fi led an appealagainst the order of such court (g) he isremoved inpursuance of the provisions of this Act (h) hehavingbeen appointed a director by virtue of his holdinganyoffi ce or other employment in the holding subsidiaryorassociate company ceases to hold such offi

		66	ce orotheremployment in that company. 107. Directorsmaycontract with Company Except with the consent oftheBoard of Directors given by a resolution at a meetingofthe Board and subject to such conditions thecompanyshall not enter into any contract or arrangementwith arelated party with respect to(a) sale purchase orsupplyof any goods or materials (b) selling orotherwisedisposing of or buying property of any kind (c)leasing ofproperty of any kind (d) availing or rendering ofanyservices (e) appointment of any agent for purchaseorsale of goods materials services or property (f)suchrelated partys appointment to any offi ce or place ofprofi tin the company its subsidiary company orassociatecompany (g) underwriting the subscription ofanysecurities or derivatives thereof of the company.Everycontract or arrangement entered as relatedpartytransaction shall be referred in the Boards report totheshareholders along with the justifi cation for enteringintosuch contract or arrangement. 108. Disclosure ofinterestby Directors1) Every Director of the Company whois inany way whether directly or indirectly concernedorinterested in a contract or arrangement or proposedbyDirectors interested in a contract or arrangementorproposed contract or arrangement entered into or tobeentered into by or on behalf of the Companyshalldisclose the nature of his concern or interest ateverynancial year or whenever there is change inthedisclosure of interest. (2) Nothing in sub-clause (1)ofthis Article shall apply to any contract orarrangemententered into or to be entered into betweenthe Companyand any other company where any of theDirectors of theCompany or two or more of the Directorstogether holdsor hold not more than two per cent of thepaid-up sharecapital in the other company. 109.Interested Directorsnot to participate or vote in Boardsproceedings Aninterested director who is in any waywhether by himselfor through any of his relatives or fi rmbody corporate orother association of individuals inwhich he or any of hisrelatives is a partner director or amember interested in acontract or arrangement orproposed contract orarrangement entered into or to beentered into by or onbehalf of a company shall take anypart in the discussionof or vote on any contract orarrangement entered into orto be entered into by or onbehalf of the Company if he isin any way whether directlyor indirectly concerned orinterested in such contract orarrangement nor shall hispresence count for the purposeof forming a quorum atthe time of any such discussionor vote and if he doesvote his vote shall be void. Acontract or arrangemententered into by the companywithout disclosure or withparticipation by a director whois concerned or interestedin any way directly or indirectlyin the contract orarrangement shall be voidable at theoption of thecompany.110.Register of Contracts in whichDirectorsare interested The company shall keep registersinaccordance with Section 189(1) giving separatelytheparticulars of all contracts or arrangements to whichtomatter of disclosure of interest by directors andrelatedparty transaction applies in such manner andcontainingsuch particulars as may be prescribed andafter enteringthe particulars such registers shall beplaced before thenext meeting of the Board and signedby all the directorspresent at the meeting and shall within thirty days ofappointment make

			such disclosure as arenecessary forthe purpose of same. The Register shall bekept at theRegistered offi ce of the Company and shall beopen toinspection at such offi ce shall be open forinspection atsuch offi ce during business hours andextracts may betaken there from and copies thereof asmay be requiredby any member of the company shall befurnished by thecompany to such extent in such mannerand on paymentof same fee as in the case of theRegister of Members ofthe Company. 111. Director maybe Director ofcompanies promoted by the Company ADirector maybecome a Director of any other companypromoted bythe Company or in which it may beinterested as a vendorshareholder or otherwise and nosuch Director shall beaccountable for any benefi tsreceived as Director orshareholder of such a companyexcept in so far asSection 188 of the Act may beapplicable. 112. Registerof Directors and key managerialpersonnel and theirShareholding The Company shallkeep at its registeredoffi ce a Register containing suchparticulars of itsDirectors and key managerial personnelManager as maybe prescribed under Section 170 of theAct and shallcomply with the provisions of the saidSection in allrespects. The register shall include thedetails ofsecurities held by each of them in the companyor itsholding subsidiary subsidiary of companysholdingcompany or associate companies.
			Proceedings of the Board
☐	☑	67	• 113. Meetings of Directors The Directors may meettogether as a Board for the dispatch of business fromtime to time so that at least four such meetings shall beheld in every year in such a manner that not more thanone hundred and twenty days shall intervene betweentwo consecutive meetings of the Board. The Directorsmay adjourn and regulate their meetings as they think fi t.
☐	☑	68	• 114. Board may appoint Chairman All meetings of theDirectors shall be presided over by the Chairman ifpresent but if at any meeting of the Directors theChairman is not present at the time appointed for holdingthe same then in that case the Directors shall chooseone of the Directors present to preside over the meeting.
☐	☑	69	• 115. Certain persons not to be appointed ChairmanManaging Directors Functional Director TheCompanyshall not appoint a person as its ChairmanManagingDirector or Whole-time Director who- (a) is anundischarged insolvent or had at any time beenadjudgedan insolvent (b) is or has at any time beenconvicted by a Court of an offence involving moralturpitude.
☐	☑	70	• 116. Notice of Directors Meeting A meeting of the Boardshall be called by giving not less than seven days noticein writing to every director at his address registeredwiththe company and such notice shall be sent by handdelivery or by post or by electronic means. Board may becalled at shorter notice to transact urgent businesswhereat least one independent director if any shall be present.Every notice convening a meeting of the BoardofDirectors shall set out the agenda of the business tobetransacted thereat insuffi cient detail

			provided howeverthat the meeting may consider any other businesswiththe permission of the chair.
☐	☑	71	• 117. When meeting to be convened The CompanySecretary or any director of the Company may as andwhen directed by the Chairman to do so conveneameeting of the Board by giving a notice inwriting toevery Director.
☐	☑	72	• 118. Quorum at Board Meeting No business shall be transacted at any Board meeting unless a quorum ofBoard of Director is present at the time when the meetingproceeds to business. Save as otherwise provided hereinthe quorum for the Board meetings shall be asprovidedin section 174.
☐	☑	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 votesof 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 restrictionscontained in Section 179 180 and other applicableprovisions of the Act and preceding Articles the Boardmay delegate any of its powers to Committees of theBoard consisting of such member or members of itsbody as it may think fi t. PROVIDED that the Board mayfrom time to time revoke modify and discharge any suchCommittee of the Board either wholly or in part. EveryCommittee of the Board so formed shall in the exerciseof the powers so delegated conform to any Policyregulations that may from time to time be laid down bythe Board. All acts done by any such Committee oftheBoard in conformity with such regulations and infulfl lment of the purposes of their appointment shallhave the like force and effect as if done by the Board.
☐	☑		• 121. Meeting of Committee how to be Governed Themeetings and proceedings of any such Committee of theBoard consisting of two or more members shall begoverned by the provisions of the act and guidelineslaiddown for regulating the meetings and proceedings ofthe Directors so far as the same are applicable theretoand are not superseded by any regulations made byDirectors under the last preceding Article. 122.Resolution by circulation No resolution on matters shallbe deemed to have been duly passed by the Boardor by aCommittee thereof by circulation unless theresolutionhas been circulated indraft together with thenecessarypapers if any to all the Directors or membersof theCommittee as the case may be at theiraddressesregistered with the company in India by handdelivery or by post or by courier or through suchelectronic means as may be prescribed and has beenapproved by a majority of the directors or members whoare entitled to vote on the resolution. Resolution passedin suchcirculation shall be made part of the minutes ofsuchmeeting. Provided that where not less than one-thirdofthe total number of directors of the company for thetimebeing require that any resolution under circulationmustbe decided at a meeting the chairperson shall puttheresolution to be decided at a meeting of the Board.123.Defects in appointment of

			Directors not toinvalidateactions taken All acts done by any meeting ofthe Boardor by a Committee of the Board or by anyperson actingas a Director shall notwithstanding that itwassubsequently noticed that there was some defect in theappointment of such Director or persons actingasaforesaid or that they or any of them were disqualifi edorhad vacated offi ce or that the appointment of anyofthem had been terminated by virtue of anyprovisionscontained in the Act or these Articles be asvalid as ifevery such person had been duly appointed andwasqualifi ed to be a Director and had not vacated his offi ceor his appointment had not been terminated.PROVIDEDthat nothing in this Article shall be deemed togivevalidity to acts done by a Director after hisappointmenthad been noticed by the Company to beinvalid or to haveterminated. 124. Minutes ofproceedings of meetings ofthe Board (a) The Companyshall cause minutes of allproceedings of every meetingof the Board andcommittee thereof to be kept by makingwithin thirtydays of the conclusion of every such meetingrecordthereof in Minute Book kept for that purpose withtheirpages consecutively numbered. (b) Each page ofeverysuch book shall be initialed or signed and the lastpageof the record of proceedings of each meeting insuchbook shall be dated and signed by the Chairman ofthesaid meeting or the Chairman of the nextsucceedingmeeting. The minute books of the Board andcommitteemeetings shall be preserved permanently andkept in thecustody of the company secretary of thecompany or anydirector duly authorized by the Board forthe purpose andshall be kept in the registered offi ce orsuch place as Board may decide. The minutes shall alsocontain- (i) thenames of the Directors present at themeeting And (ii) inthe case of each resolution passed atthe meeting thenames of the Directors if any dissentingfrom or notconcurring with the resolution. Nothingdeemed torequire the inclusion in any such minutes ofany matterwhich in the opinion of the Chairman of themeeting (i) isor could reasonably be regarded asdefamatory of anyperson. (ii) is irrelevant or immaterialto the proceedingsor (iii) is detrimental to the interests ofthe Company. TheChairman shall exercise an absolutediscretion in regardto the inclusion or non-inclusion ofany matter in theminutes on the grounds specifi ed inthis sub-clause. (c)Minutes of meetings kept inaccordance with theaforesaid provisions shall beevidence of theproceedings recorded therein. 125.Powers of Board TheBoard may exercise all such powersof the Company anddo all such acts and things as it isentitled to do undersection 179 of the Act and rulesmade thereunder or bythe Memorandum or Articles ofthe Company but shallnot decide matters required to beexercised or done bythe Company in General MeetingSubject to theseArticles no regulation made by theCompany in GeneralMeeting shall invalidate any prior actof the Board whichwould have been valid if thatregulation had not been somade. Certain powers of theBoard Without prejudice tothe general powers conferredby the Act and precedingArticle and so as not in any wayto limit or restrict thosepowers and without prejudice tothe other powersconferred by these Articles and byGeneral Body it ishereby declared that the Directors shallhave thefollowing powers that is to say power-(1) to payandcharge to the capital account of the

		75	Companyanycommission or interest lawfully payable there outunderthe provisions of Sections 40 of the Act (2) SubjecttoSections 179 and 180 of the Act to purchaseorotherwise acquire for the Company any property rights orprivileges which the Company is authorised to acquireator for such price or consideration and generally onsuchterms and conditions as they may think fi t and inanysuch purchase or other acquisition to accept suchtitle asthe Directors may believe or may be advised tobereasonably satisfactory (3) At their discretion andsubjectto the provisions of the Act to pay for anyproperty rightsor privileges acquired by or servicesrendered to theCompany either wholly or partially in cashor in sharesbonds debentures mortgages or othersecurities of theCompany and any such shares may beissued either asfully paid-up or with such amountcredited as paid-upthereon as may be agreed upon andany such bondsdebentures mortgages or other securitiesmay be eitherspecially charged upon all or any part of theproperty ofthe Company and its uncalled capital or notso charged(4) To secure the fulfi llment of any contractorengagement entered into by the Company in thenormalcourse of business by mortgage or charge any oftheproperty of the Company and its uncalled capital forthetime being or in such manner as they may think fi t (5)Toaccept from any Member as far as may bepermissibleby law a surrender of his shares or any partthereof onsuch terms and conditions as shall be agreedupon (6) Toappoint any person to accept and hold in trustfor theCompany any property belonging to the Companyinwhich it is interested or for any other purposes and toexecute and do all such deeds and things as mayberequired in relation to any such trust and to provideforthe remuneration of such trust or trustees (7) Toinstituteconduct defend compound or abandon anylegalproceedings by or against the Company or its offi cers orotherwise concerning the affairs of the Companyandalso to compound and allow time for paymentorsatisfaction of any debts due and of any claimordemand by or against the Company and to referanydifferences to arbitration and observe and executeanyawards made thereon (8) To act on behalf oftheCompany in all matters relating to bankruptcyandinsolvency (9) To make and give receipts releasesandother discharges for moneys payable to theCompanyand for the claims and demands of theCompany (10)Subject to applicable provisions of the Actto invest anddeal with any moneys of the Company notimmediatelyrequired for the purposes thereof upon suchsecurity(notbeing shares of this Company) or withoutsecurity and insuch manner as they may think fi t andfrom time to timeto vary or realise such investments.Save as provided inSection 187 of the Act allinvestments shall be made andheld in the Companysown name (11) To execute in thename and on behalf ofthe Company in favour of anyDirector or other personwho may incur or going to incurany personal liabilitywhether as principal or surety forthe benefi t of theCompany such mortgages of theCompanys property(present and future)as they think fi tand any suchmortgage may contain a power of sale andsuch otherpowers provisions covenants as shall beagreed upon(12) To open account with any bank orbanks and todetermine from time to time who shall beentitled to

			signon the Companys behalf bills notes receiptsacceptancesendorsements cheques dividend warrantsreleasescontracts and documents and to issue thenecessaryauthority for such purpose (13) To distributeby way of bonus or commission amongst the staff of theCompanyon the profi ts of any particular business ortransactionand to charge such bonus or commission aspart of theworking expense of the Company (14) Toprovide for thewelfare of employees or ex-employees ofthe Companyand their families or connections of suchpersons bybuilding or contributing to the building ofhousesdwellings or chawls or by grants of moneypensiongratuities allowances bonus or other paymentsor bycreating and from time to time subscribing orcontributingto provident and other funds associationsinstitutions ortrusts and by providing or subscribing orcontributingtowards places of instrument and recreationhospitalsand dispensaries medical and other attendanceand otherassistance as the Board shall think fi t and tosubscribe orcontribute or otherwise to assist or toguarantee moneyto charitable benevolent religiousscientifi c national orother institutions or objects whichshall have any moral orother claim to support or aid bythe Company either byreason of locality of operation orof public and generalutility or otherwise (15) Beforerecommending anydividend to set aside out of theprofi ts of the Companysuch sums as they may thinkproper for depreciation or toa Depreciation Fund or to anInsurance Fund or as aReserve Fund or Sinking Fund orany Special Fund tomeet contingencies or to repaydebentures or debenturestock or for special dividends orfor equalizing dividendsor for repairing improving extending and maintaining anyof the property of theCompany and for such otherpurposes (including thepurposes referred to in thepreceding clause) as theBoard may in their absolutediscretion think conducive tothe interest of the Companyand subject to Section 179of the Act to invest the severalsums so set aside or somuch thereof as required to beinvested upon suchinvestments(other than shares of theCompany) as theymay think fi t and from time to time todeal with and varysuch investments and dispose of andapply and expendall or any part thereof for the benefi t ofthe Company insuch manner and for such purposes asthe Board in theirabsolute discretion think conducive tothe interest of theCompany notwithstanding that thematters to which theBoard apply or upon which theyexpend the same or anypart thereof may be matters to orupon which the capitalmoneys of the Company mightrightly be applied orexpended and to divide the ReserveFund or division or areserve Fund to another ReserveFund or division of aReserve Fund and with full power toemploy the assetsconstituting all or any of the abovefunds including theDepreciation Fund in the business ofthe Company or inthe purchase or repayment ofDebentures or debenturestock and without being boundto keep the sameseparate from the other assets andwithout being boundto pay interest on the same withpower however to theBoard at their discretion to pay orallow to the credit ofsuch funds interest at such rate asthe Board may thinkproper (16) To appoint and at theirdiscretion remove orsuspend such offi cers such asExecutive Director generalmanagers managerssecretaries assistants supervisorsclerks agents andservants etc. for permanent

			temporaryor special servicesas they may from time to time think fi tand to determinetheir powers and duties and fi x theirsalaries oremoluments or remunerations and to requiresecurity insuch instances and to such amounts as theymay think fi t. And also from time to time to provide forthemanagement and transaction of the affairs oftheCompany in any specifi ed locality in India or abroadinsuch manner as they think fi t and theprovisionscontained in the following sub-clauses shall bewithoutprejudice to the general powers conferred by thissubclause (17) From time to time and at any timetoestablish any number of offi ces and establishmentforproperly managing the affairs of the Company inanyspecifi ed locality in India or elsewhere and toappointstaff for such offi ces and to fi x theirremuneration(18)Subject to the provisions of the Actfrom time to timeand at any time to delegate to any suchlocal Board orany member or members thereof or anymanagers oragents so appointedor to any otherperson(s) any of thepowers authorities and discretionsfor the time beingvested in the Board and to authorisethe members for thetime being of any such local Boardor any of them to fi llup any vacancies therein and to actnotwithstandingvacancies and any such appointment ordelegation underthe preceding and this sub-clause maybe made on suchterms and subject to such conditions asthe Board maythink fi t and the Board may at any timeremove anyperson so appointed and may annul or varyany suchdelegation (19) At anytime and from time totime byPower of Attorney under the Seal of the Companytoappoint any person or persons to be the AttorneyorAttorneys of the Company for such purposes and withsuch powers authorities and discretions (notexceedingthose vested in or exercisable by the Boardunder thesepresents and excluding the power to makecalls andexcluding also those which are to be exercisedby theBoard in its Meetings) and for such period andsubject tosuch conditions as the Board may from time totimethink fi t and any such appointment may (if theBoardthinks fi t) be made in favour of the members orany ofthe members of any local Board established asaforesaidor in favour of any company or the shareholdersdirectorsnominees or managers or any company or fi rmorotherwise in favour of any persons whether appointedbyname or designation by the Board and any such PowerofAttorney may contain such powers for the protectionorconvenience of such Attorney as the Board may think fi tand Board may specifi cally bestow powers enablinganysuch delegate or attorneys to sub-delegate all or anyofthe powers authorities and discretions for the timebeingvested in them (20) Subject to Sections 188 of theActfor or in relation to any of the matters aforesaidorotherwise for the purposes of the Company to enterintosuch negotiations and contracts and rescind andvarysuch contracts and execute and do all such actsdeedsand things in the name and on behalf of theCompany asthey may consider expedient (21) From timeto time tomake vary and repeal bye-laws for theregulations of thebusiness of the Company regulateemployment of itsoffi cers and servants by makingservice Rules andRegulations (22)Maintain properrecords at places as perprovisions of the Act and wherethe Company has abranch offi ce whether in or outsideIndia the Companyshall be deemed to have

			compliedwith this Article ifproper Books of Account relating to thetransactionseffected at the branch offi ce are kept at thebranch offi ceand proper summarized returns made up-to-date atintervals of not more than three months are sent by thebranch offi ce to the Company at its Offi ce orother placein India at which the Companys Books ofAccounts arekept as aforesaid (23) Ensure propermaintenance of theBooks of Account which shall give atrue and fair view ofthe state of the affairs of theCompany or branch offi ceas the case may be andexplain its transactions. TheBooks of Account and otherbooks and papers shall beopen to inspection by anyDirector during businesshours.
☑	☐	76	• In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☑	77	• 126. CEO MANAGER CS AND CFO Subject totheprovisions of the Act -- (i) A chief executive offi cermanager company secretary or chief fi nancial offi cermay be appointed by the Board for such term atsuchremuneration and upon such conditions as it maythinksfi t and any chief executive offi cer managercompanysecretary or chief fi nancial offi cer so appointedmay be removed by means of a resolution of the Board(ii) Adirector may be appointed as chief executive offi cermanager company secretary or chief fi nancial offi cer.Asper provisions of the Act or these regulationsrequiringor authorising a thing to be done by or to adirector andchief executive offi cer manager companysecretary orchief fi nancial offi cer shall not be satisfi edby its beingdone by or to the same person acting both asdirector and as or in place of chief executive officer manager company secretary or chief financial officer.
☐	☑	78	•
			The Seal
☐	☑	79	• 127. The Seal its custody and use The Board shall provide a Common Seal for the purpose of the Companyand shallhave power from time to time to destroy thesame andsubstitute a new Seal in lieu thereof and theBoard shallprovide for the safe custody of the Seal forthe time beingand the seal shall never be used except onthe authorityof the Board or by Committee of the Boardas authorised.128. Deeds how executed Every deed orother instrumentto which the Seal of the Company isrequired to be affi xed shall unless the same is executedby a dulyconstituted attorney issued under the seal besigned bytwo Directors or one Director and Secretary orsome otherperson authorised by the Board for thepurposePROVIDED that in respect of the ShareCertifi cate theSeal shall be affi xed in accordance withArticle asmentioned above.
			Dividends and Reserve

☐	☑	80	• 129. Division of profi ts and dividends in proportiontoamount paid- up (a) The profi ts of the Companysubjectto any special rights relating thereto createdorauthorised to be created by these Articles and subjecttothe provisions of these Articles shall be divisible amongthe Members in proportion to the amount ofcapital paid-up or credited as paid-up on the shares heldby them.(b)All dividends shall be apportioned andpaidproportionately to the amounts paid or credited aspaidon the shares held during any portion or portions oftheperiod in respect of which the dividend is paid but ifanyshare is issued on terms providing that it shall rankfordividend from a particular date such share shall rankfordividend accordingly.
☐	☑	81	• 130. The Company in General Meeting may declare a dividend Company in General Meeting may declare dividends to be paid to Members according totheirrespective rights but no dividends shall exceed the amount recommended by the Board but the CompanyinGeneral Meeting may declare a smaller dividend.
☐	☑	82	• 131. Dividends only to be paid out of Profi ts (a)Nodividend shall be declared or paid by the Companyforany fi nancial year except out of its profi ts for thatyeararrived at in the manner set out in Section 123 of theAct.(b) Where owing to inadequacy or absence of profi tsinany fi nancial year any Company proposes todeclaredividend out of the accumulated profi ts earnedby it inprevious years and transferred by the companytoreserves such declaration of dividend shall not bemadeexcept in accordance with such rules as may bemade inthat behalf. (c) No dividend shall be declared orpaid by acompany from its reserves other than freereserves.
☐	☑	83	• 132. Interim Dividend Subject to the provisions of Section123 the Board may from time to time pay the Members such interim dividend as appear to it to be justified by theprofi ts of the Company.
☐	☑	84	• 133. Capital paid - up in advance to carry InterestWherecapital 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.
☐	☑	85	• 134. Retention of dividends until completion of transfer The Board may retain the dividends payable on shares interms of Section 126 in respect of which any person isentitled to become a Member or on completionanyperson under those Articles is entitled to transfer oruntilsuch person shall become a Member in respect ofsuchshares or shall duly transfer the same.
☐	☑	86	• 135. Transfer of shares must be Registered A transferofshares shall not pass the right to any dividenddeclaredthereon before the registration of transfer.Provided thatwhere any instrument of transfer of shareshas beendelivered to the Company for registration andthe transferof such shares has not been registered by theCompanyit shall notwithstanding anything contained inany otherprovision of this Act. (a) transfer the dividend inrelationto such shares to the Unpaid Dividend Accountreferredto in Section 124 of the Act unless the

			Companyisauthorised by the registered holder of such sharesinwriting to pay such dividend to the transferee specifi edinsuch instrument of transfer and (b) keep in abeyanceinrelation to such shares any offer of rights sharesunderclause(a) of sub-section (1) of section 62 of the Actandany issue of fully paid-up bonus shares in pursuance offi rst proviso to sub-section (5) of section 123 of theAct.
☐	☑	87	• 136. No Member to receive dividend whilst indebted to the Company Companys right of reimbursementThereonNo Member shall be entitled to receive paymentasinterest or dividend in respect of his shares whilstanymoney may be due or owing from him to theCompany inrespect of such share or shares or otherwisehowsoevereither alone or jointly with any person orpersons and theBoard may deduct from the interest or dividend payableto any Member all sums of money sodue from him to the Company.
☐	☑	88	• 137. Dividends how remitted (1) Unlessotherwisedirected any dividend payable in cash may bepaid bycheque or warrant or in any electronic mode or bya payslip or receipt or in any other manner having theforce ofa cheque or warrant sent through the post totheregistered address of the Member or person entitledor incase of joint holders to that one of them fi rst namedinthe Register in respect of the joint holdings. Everysuchcheque or warrant shall be made payable to theorder ofthe person to whom it is sent the Company shallnot beliable or responsible for any cheque or warrant orpay slipor receipt lost in transmission or for any dividendlost tothe Member or person entitled thereto by theforgedendorsement of any cheque or warrant or theforgedsignature of any pay slip or receipt or thefraudulentrecovery of the dividend by any other means.(2)Notwithstanding anything contained in these Articlesanydividend declared maybe paid by ElectronicClearingSystem through any Sponsor Bank aftergettingregistration with the Reserve Bank of India forusing thisfacility and collecting from the membersnecessary bankmandate in the prescribedformat.138.Dividends and calltogether Any GeneralMeeting declaring a dividend may on therecommendation of the Board make a call ontheMembers of such amount as the meeting may fi x butsothat the call on each Member shall not exceedthedividend payable to him and so that the call bemadepayable at the same time as the dividend andthedividend may if so arranged between the Companyandthe Member be set off against the calls. 139.Unclaimeddividend No unclaimed dividend shall beforfeited and allunclaimed dividends shall be dealt within accordancewith the provisions of Section 124 andother applicableprovisions of the Act. 140. No interestagainst DividendNo dividend shall bear interest againstthe company.
			Accounts
☐	☑		• 141. Directors to keep true accounts (a) Every companyshall prepare and keep at its registered offi ceincludingits branch offi ce or offi ces or at such otherplace in Indiaas the Board thinks fi t Books of Accountsand otherrelevant books and papers and fi

		89	nancialstatement for every financial year which give a true andfair view of thestate of the affairs of the company inaccordance withSection 128 of the Act with respect to-(i)all sums ofmoney received and expended by theCompany and thematters in respect of which the receiptsand expendituretake place (ii) all sales and purchases of goods by theCompany (iii) the assets and liabilities of theCompany.(iv) state of affairs of the company. (b) Wherethe Boarddecides to keep all or any of the Books ofAccount at anyplace other than the Offi ce of theCompany the Companyshall within seven days of thedecision fi le with theRegistrar a Notice in writing givingthe full address ofthat other place in accordance withSection 128 of theAct. (c) The company may keep suchbooks of accountor other relevant papers in electronicmode in suchmanner as may be prescribed. (d) TheCompany shallpreserve in good order the Books ofAccount relating to aperiod of not less than eight fi nancial years immediatelypreceding a fi nancial year. Thebooks of account andother relevant books and papersmaintained in electronicmode shall remain accessible inIndia so as to be usablefor subsequent referencetogether with the vouchersrelevant to any entry in suchBooks of Account. 142.Inspection of accounts or recordby members NoMember (not being a director) shall haveany right ofi nspecting any account or books ordocuments of theCompany except as conferred bySection 94 of the Act orauthorised by the Board or by thecompany in generalmeeting. The Board may determinewhether and to whatextent and at what time and placeand under whatconditions or regulations the accountsand books of theCompany or any of them may be opento inspection ofthe Members. Notwithstanding anythingto the contrarycontained hereinabove the authorisedrepresentative ofPromoters shall have a right to inspectthe accountsbooks plant facility documents recordspremisesequipment and machinery and all other propertyof theCompany at convenient time(s) after givingadvancenotice to the Company. 143. Statement ofAccounts to befurnished to General Meeting TheDirectors shall fromtime to time in accordance withSections 129 and 134and other applicable provisions ofthe Act cause to beprepared and to be laid before theCompany in GeneralMeeting such Balance Sheets Profi tand Loss Accountsand Reports as are required by theseSections. 144. Copies shall be sent to each MemberWithout prejudiceto the provisions of Section 101 andsubject to theprovisions of Section 136 of the Act a copyof thefi nancial statements including consolidated fi nancialstatements auditors report and every otherdocumentrequired by law to be annexed or attached tothe BalanceSheet shall at least twenty-one days beforethe GeneralBody Meeting at which the same are to belaid before themembers be sent to the members of thecompany toevery trustee for every holder of anydebenture issued bythe company and to all personsother than suchmembers or trustee being the person soentitled toattend the General Body Meeting. 145 .Copy offi nancialstatement to be fi led with registrar TheCompany shallcomply with Section 137 of the Act as to fi ling copies ofthe Balance Sheet and Profi t and LossAccount anddocuments required to be annexed orattached theretowith the Registrar.
			Winding up

☐	☑	90	• 146. Procedure for winding up If the Companyshallbewound up and the assets available fordistributionamong the members as suchshall be insufficient to repaythe whole of the paid up capital suchassetsshall bedistributed so that as nearly as may be the losses shallbe borne bythe members in proportion to thecapital paidup or which ought to have beenpaid up atthecommencement of the winding-up on the shares heldbythemrespectively. And if in a winding-up theassetsavailable for distribution amongthe members shallbemore than suffi cient to repay the whole of thecapitalpaidup at the commencement of the winding-upthe excessshall be distributedamongst the members inproportionto the capital at the commencement ofthewinding-uppaid up or which ought to have been paidup on theshares held bythem respectively. But this Articleis to bewithout prejudice to the rights ofthe holders ofsharesissued upon special terms and conditions. IftheCompanyshall be wound up whether voluntarilyorotherwise the liquidators may with thesanction ofaSpecial Resolution divide among the contributionsinspecie orkind any part of the assets of the Companyandmay with the like sanction vestany part of the assetsofthe Company in Trustees upon such trusts forthebenefi tof the contributories or any of them as theliquidatorswith the likesanction shall think fi t.
			Indemnity
☐	☑	91	• 147. Officers to be indemnifi ed Subject to provisionsofthe Act every Offi cer of the company shall be indemnified out of the assets of the Company againstany liability incurred by him in defending any proceedingswhethercivil or criminal in which judgment is given in hisfavouror in which he is acquitted or in which relief isgranted tohim by the court or the Tribunal. Provided thatif suchperson is proved to be guilty the premium paid onsuchinsurance shall be treated as part of theremuneration.
			Others
☐	☑		• 148. Company not bound to recognize holding ofshareson trust or any interest in shares other than thatofregistered holder Except as ordered by a Courtofcompetent jurisdiction or as required by lawtheCompany shall not be bound to recognize holding ofany share upon any trust and to recognize anyequitablecontingent future or partial interest in any shareor anyinterest in any fractional part of a share (exceptonly as isby these Articles otherwise expressly provided)any rightin respect of a share other than an absolute righttheretoin accordance with these Articles in the personfrom timeto time registered as the holder thereof but theBoardshall be at liberty at their sole discretion to registeranyshare in the joint names of any two or more personsorthe survivor or survivors of them. 149. Funds etc.ofCompany may not be applied in purchase of sharesofthe Company The Company shall not give eitherdirectlyor indirectly and either by means of a loanguarantee theprovision of security or otherwise any fi nancialassistance for the purpose of or in connectionwith thepurchase or subscription made or to be made byanyperson for purchase of any shares in theCompanyexcept in conformity with the provisions ofSection 67 ofthe Act. 150. Underwriting and

			BrokerageCommissionmay be paid Subject to the provisions ofSection 40 ofthe Act the Company may at any time pay acommissionto any person in consideration of hissubscribing oragreeing to subscribe for any shares in ordebentures ofthe Company or procuring or agreeing to rocuresubscriptions for any shares in or debentures oftheCompany but so that the commission shall notexceed incase of shares fi ve percent of the price atwhich theshares are issued and in case of debenturestwo and ahalf percent of the price at which thedebentures areissued. Such commission may be satisfi ed by payment incash or by allotment of fully or partlypaid shares ordebentures or partly in one way and partlyin the other.Brokerage The Company may also on anyissue of sharesor debentures pay such brokerage as maybe lawful. 151.Interest out of Capital Interest maybe paidout of capitalWhere any shares are issued for thepurpose of raisingmoney to defray the expenses of theconstruction of anywork or building or the provision ofany plant whichcannot be made profi table for a lengthyperiod theCompany may pay interest on so much of thatsharecapital as is for the time being paid up for theperiod atthe rate and subject to the conditions andrestrictionsprovided by the Company Act 2013 and maycharge thesame to capital as part of the cost ofconstruction of thework or building or the provision ofplant. 152. AnnualReturns The Company shall complywith the provisionsof Sections 92 of the Act as to themaking of AnnualReturns. 153. Borrowing powers As perthe provisions ofSection 73 76 179 180 and otherapplicable provisions ofthe Act the Board of Directorsmay from time to time atits discretion by resolution at ameeting of the Board andsubject to the approval of theshareholders in GeneralMeeting accept deposits fromMembers either inadvance of calls or otherwise andgenerally raise orborrow or secure the payment of anysums of money forthe purpose of the Company. Providedhowever wherethe moneys already borrowed (apart fromtemporaryloans obtained from the Companys bankers intheordinary due course of business) exceed theaggregateof the paid-up capital of the Company its freereserves(not being reserves set apart for any specifi cpurpose)and the securities premium the Board shall notborrowsuch moneys without the consent of the CompanyinGeneral Meeting. Payment or repayment of borrowedMoneys Subject to the provisions of Article 64 hereofthepayment and repayment of moneys borrowedasaforesaid may be secured in such manner and uponsuchterms and conditions in all respects as the BoardofDirectors may think fi t by resolutions passed atameeting of the Board and in particular by the issueofbonds or debentures of the Company whetherunsecuredor secured by a mortgage or charge over all orany partof the property of the Company (both presentand future)including its uncalled capital for the timebeing anddebentures and other securities may be madeassignablefree from any equities between the Companyand theperson to whom the same may be issued. Termsof issueof Debentures Any debentures or other securitiesmay beissued or otherwise and may be issued oncondition thatthey shall be convertible into shares of anydenominationand with any privileges and conditions toredemptionsurrender drawing allotment of shares andattending (butnot voting)

			at General Meetings.Debentures with theright to conversion into or allotmentof shares shall beissued only with the consent of theCompany in GeneralMeetings accorded by specialresolution. Register ofcharges to be Kept The Board shallcause a properRegister to be kept in accordance with the provisions ofSection 85 of the Act of all charges and fl oating chargesaffecting the property or assets of theCompany or any ofi ts undertakings and shall cause therequirements ofSections 77 79 and 81 to 87 (bothinclusive)of the Act inthat behalf to be duly compliedwith so far as they arerequired to be complied with by theBoard .Register ofDebenture holders The Company shallif at any time itissues debentures keep a Register andIndex ofDebenture holders in accordance with Section 88of theAct. The Company shall have the power to keep inanyCountry outside India a Register of Debentureholdersresiding outside India in such manner as maybeprescribed. Application to Debentures andothersecurities The provisions of the Articles shallapplymutatis mutandis to debentures bonds orothersecurities issued by the company. 154.Dematerializationof Securities Defi nitions For thepurpose of this ArticleDepository means a depository asdefi ned in clause (e)of sub-section (1) of section 2 of theDepositories Act1996. Benefi cial Owner means a personor personswhose name is recorded in the Registermaintained by aDepository under the Depository Act1996. SEBI meansthe Securities and Exchange Board ofIndia establishedunder section 3 of the SecuritiesExchange Board of IndiaAct 1992. Securities means thesecurities as defi ned inclause (h) of section 2 of theSecurities Contracts(Regulation) Act 1956Dematerialization of SecuritiesNotwithstanding anythingcontained in these Articles theCompany shall be entitledto dematerialize its existingsecurities rematerialize itssecurities held in theDepositories and or offer its freshsecurities indematerialized form pursuant to theprovisions of theDepositories Act 1996 and the rulesframed there underif any. Option for investors Everyperson subscribing to orholding securities of theCompany shall have the optionto receive securities certifi cates or to hold the securitieswith the Depository. Such aperson who is the benefi cialowner of the securities canat any time optout of theDepository if permitted by thelaw in respect of anysecurity in the manner and withinthe time prescribed issued to the benefi cial owner therequired certifi cate ofthe securities. If a person opts tohold his securities witha Depository the Company shallintimate such Depositorythe details of allotment of thesecurity and on receipt ofthe information the depositoryshall enter in its recordsthe name of the allottees as thebenefi cial owner of thesecurities. Securities inDepository to be in FungibleForm All securities held by aDepository shall bedematerialized and be in fungibleform. Nothingcontained in Section 88 89 112 and 186 ofthe Act shallapply to a Depository in respect of thesecurities held byit on behalf of the Benefi cial Owners.Rights andLiabilities of Benefi cial Owner (a)Notwithstandinganything to the contrary contained in theAct or theseArticles a Depository shall be deemed to betheregistered owner for the purposes of effectingtransfer ofownership of security on behalf of the benefi cial owners.(b) Save as otherwise provided in (a) abovetheDepository as the registered owner of the

		92	securitiesshallnot have any voting rights or any other rights inrespectof the securities held by it. (c) Every personholdingsecurities of the Company and whose name isentered asthe benefi cial owner in the records of theDepositoryshall be deemed to be a member of theompany. Thebenefi cial owner of securities shall beentitled to all therights and benefi ts and be subject to allthe liabilities inrespect of his securities which are held bya Depository.Service of Documents Notwithstandinganything to thecontrary contained in the Act or Articles tothe contrarywhere securities are held in a Depository therecords ofthe benefi cial ownership may be served bysuchDepository on the Company by means ofelectronicmode or by delivery of fl oppies or discs .Provisions ofArticles to apply to shares held inDepository Nothingcontained in Section 56 of the Act orthese Articles shallapply to a transfer of securitieseffected by a transferorand transferee both of whom areentered as benefi cialowners in the records of aDepository. Allotment ofSecurities dealt within aDepository Notwithstandinganything in the Act or theseArticles where securities aredealt with by the Depositorythe Company shall intimatethe details thereof to theDepository immediately onallotment of such securities.Distinctive numbers ofsecurities held in the depositoryMode Nothing containedin the Act or these Articlesregarding the necessity ofhaving distinctive numbers onsecurities issued by theCompany shall apply to securitiesheld with a Depository.Register and Index of Benefi cialOwners The Register andIndex of Benefi cial Ownersmaintained by a Depositoryunder the Depositories Act1996 shall be deemed to bethe Register and Index ofmember and security holder forthe purpose of theseArticles. 155. Conversion of Sharesinto Stock andReconversion Shares may be convertedinto stock andreconverted The Company in GeneralMeeting mayconvert any paid up shares into stock andwhen anyshares shall have been converted into stockthe severalholders of such stock may henceforthtransfer theirrespective interest therein or any part ofsuch interest inthe same manner and subject to thesame regulations asif no such conversion had takenplace or as near theretoas circumstances will admit. TheCompany may at anytime reconvert any stock into paid-up shares. Rights ofstock holders The holders of stockshall according to theamount of stock held by them have the same rightsprivileges and advantages as regardsdividends voting atmeetings of the Company and othermatters as if theyheld the shares from which the stockarose. 156 .AuditAccounts to be audited The Auditors ofthe Companyshall be appointed or reappointed by theComptroller andAuditor General of India and theirremuneration rights andduties shall be regulated bySection 139 to 143 and 145to 148 of the Act. Powers ofthe Comptroller and AuditorGeneral of India TheComptroller and Auditor General ofIndia shall have thepowers- (a) to direct the manner inwhich the Companysaccounts shall be audited by theauditors appointed inpursuance of Article hereof and togive such auditorsinstruction in regard to any matterrelating to theperformance of their functions as such. (b)to conduct asupplementary or test audit of the fi nancialstatement ofthe Company by such person or persons ashe mayauthorize in this behalf and for the purposes

			ofsuchaudit to have access at all reasonable times toallaccounts account books vouchers documents andotherpapers of the Company and to require informationoradditional information to be furnished to any personorpersons so authorized on such matters by suchpersonor persons and in such form as the Comptroller andAuditor General may by general or special orderdirect.Comments upon or supplement to audit report bytheComptroller Auditor General of India to be placedbeforethe annual general meeting The auditors aforesaidshallsubmit a copy of his her audit report to theComptrollerand Auditor General of India who shall havethe right tocomment upon or supplement such auditreport in suchmanner as he may think fi t. Any suchcomments upon orsupplement to the audit report shallbe placed before theAnnual General Meeting of theCompany at the sametime and in the same manner asthe audit report. 157.Service of Documents Manner ofService of DocumentsA document or notice may beserved or given by theCompany to any Member eitherthrough speed postregistered post or through electronicmode to hisregistered address or (if he has no registeredaddress inIndia) to the address if any in India supplied byhim to theCompany for serving documents or notices onhim.Notice is to be sent by the company throughitsauthorized and secured computer programme whichiscapable of producing confi rmation and keeping recordofsuch communication addressed to the person entitledtoreceive such communication at the last electronicmailaddress provided by the member. The notice may besentthrough e-mail as a text or as an attachment to e-mail oras a notifi cation providing electronic link orUniformResource Locator for accessing such noticethrough in-house facility or its registrar and transferagent orauthorise any third party agency providing bulk e-mailfacility. When notices or documents served onMembersWhere a document or notice is sent by postservice ofthe document or notice shall be deemed to beeffectedby properly addressing prepaying and posting alettercontaining the document or notice. When noticeornotifi cations of availability of notice are sent by e-mailthe company should ensure that it uses a systemwhichproduces confi rmation of the total number ofrecipientse-mailed and a record of each recipient towhom thenotice has been sent and copy of such recordand anynotices of any failed transmissions andsubsequent re- sending shall be retained by or on behalfof the companyas proof of sending. Provided that themember shallprovide the updated email address to thecompany andfor that company will provide an advanceopportunity atleast once in a fi nancial year to themember to registerhis e-mail address and changestherein and such requestmay be made by only thosemembers who have not gottheir email id recorded or toupdate a fresh email id.Notice will also besimultaneously updated in the websiteof the company.By Advertisement A document or noticeadvertised in anewspaper circulating in theneighbourhood of theRegistered Offi ce shall be deemedto be duly served orsent on the day on which theadvertisement appears onor to every Member who hasno registered address inIndia and has not supplied to theCompany an addresswithin India for the serving ofdocuments on sending thenotices to him.

			ExplanatoryStatement of material factsunder Section 102 need notbe advertised but it will bementioned in theadvertisement that the Statement hasbeen forwarded tothe Members. On personalrepresentatives etc. Adocument or notice may be servedor given by theCompany on or to the persons entitled to ashare inconsequence of the death or insolvency of a Member bysending it through the post in prepaid letteraddressed tothem by name or by the title ofrepresentative of thedeceased or assignee of theinsolvent or by any likedescription at the address (if any)in India supplied forthe purpose by the persons claimedto be entitled or untilsuch an address has been sosupplied by serving thedocument or notice in any mannerin which the samemight have been given if the death orinsolvency had notoccurred. To whom documents ornotices must beserved or given Documents or notices ofevery GeneralMeeting shall be served or given in samemanner asherein before or to (a) every member of thecompanylegal representative of any deceased memberor theassignee of an insolvent member (b) the auditororauditors of the company and (c) every director ofthecompany. Members bound by documents ornoticesserved on or given to previous holders Everyperson whoby operation of law transfer or other meanswhatsoevershall become entitled to any share shall bebound byevery document or notice in respect of suchshare whichpreviously to his name and address beingentered in theRegister of Members shall have been dulyserved on orgiven to the person from whom he deriveshis title tosuch shares. Documents or notice by Companyandsignature thereto Any document or notice to beserved orgiven by the Company may be signed by adirector or keymanagerial personnel or an offi cer of thecompany dulyauthorised by the Board in this behalf.Service ofdocument or notice by Member All documentsor noticesto be served or given by Members on or to theCompanyor any offi cer thereof shall be served or givenby sendingit to the Company or Offi cer at the Offi ce bypost orthrough electronic mode under a certifi cate ofposting orby registered post or through email. 158.Secrecy (a)Every Director Manager Auditor TreasurerTrusteemember of a committee offi cer servant agentaccountantor other person employed in the business oftheCompany shall if so required by the Directorsbeforeentering upon his duties sign a declarationpledginghimself to observe strict secrecy respecting alltransactions and affairs of the Company withthecustomers and the state of the accounts withindividualsand in matters relating thereto and shall bysuchdeclaration pledge himself not to reveal any ofthematters which may come to his knowledge inthedischarge of his duties except when required so to dobythe Directors or by law or by the person to whomsuchmatters relate and except so far as may benecessary inorder to comply with any of the provisions inthesepresents contained. (b) No Member shall beentitled tovisit or inspect any work of the Companywithout thepermission of the Directors or to requirediscovery of orany information respecting any details ofthe Companystrading or any matter which is or maybe inthe nature of atrade secret mystery of trade secretprocess or any othermatter which may relate to theconduct of the businessof the Company and which in

			theopinion of the Directorsit would be in expedient in theinterest of the Company todisclose.159.Copies ofMemorandum and Articles ofAssociation to be sent bythe Company Copies of theMemorandum and Articles ofAssociation of theCompany and other documentsreferred to in Section 17of the Act shall be sent by theCompany to every Memberat his request within seven days of the request onpayment of such fees as maybeprescribed.

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 Through its Authorised representative Sachin Arora S/o Prem Lal Arora R/o F-5, 1903, Supertech, Eco, Village, 1, Noida, Gautam BuddhNagar, Uttar Pradesh 201301 Occupation-Service	A*G*A*4*4*	New Delhi		03/12/2025
2	Shri Neeraj Singh S/o Dayashankar Singh R/o C-703 F-2 The Crescent Appartment,Sector-50, Noida, Gautam BudhaNagar, Uttar Pradesh -201301 Occupation - Service (As Nominee of PFC Consulting Limited)	0*6*3*9*	New Delhi		03/12/2025
3	Shri Rakesh Mohan S/o Lakshman Singh R/o Flat No 364, Sunehari Bagh Appartment, Sector-13 Rohini, Rohini sector-14, North West Delhi,Delhi - 110085 Occupation Service (As Nominee of PFCConsulting Limited)	0*6*4*2*	New Delhi		03/12/2025
4	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*	New Delhi		03/12/2025
5	Shri Sachin Shukla S/o Raj Kumar Shukla R/o 4th Floor,House No 6, H1 Block, GoodEarth City Center, South CityII, Gurgaon - 122018, Haryana,India, Occupation - Service(As Nominee of PFC Consulting Limited)	0*6*3*6*	New Delhi		03/12/2025

6	Shri Anubhav Kansal S/o Krishan Bhagwan Kansal B1-304 3rd Floortower B1 Ivy County Sector-75 Gautam Buddha Nagar Noida Uttar Pradesh 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	1*5*8*3*	New Delhi		03/12/2025
7	Shri Sanjay Kumar Nayak S/o Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector-56, Gurgaon, Haryana - 122011, Occupation - Service (AsNominee of PFC ConsultingLimited)	0*1*7*9*	New Delhi		03/12/2025

Signed before me						
Name Prefix *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)*	***Name of the witness**	***Address, Description and Occupation**	***DIN / PAN / Passport number / Membership**	***Place**	**DSC**	**Dated**
FCS	Prakash Verma	Address: Plot No-14, Rajbagh Colony, Sahibabad, Near Rajbagh Metro Station and Jain Mandir Road, Ghaziabad-201005, Uttar Pradesh, Description: Company Secretary in Practice, Occupation: CS in Practice	9*5*	New Delhi		03/12/2025

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 01/25-26/ITP-114/RfP **November 10, 2025**

To,
Secretary,
Maharashtra Electricity Regulatory Commission,
World Trade Centre, Centre No.1,
13th Floor, Cuffe Parade,
Mumbai-400005

Subject: Intimation about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Establishment of 400/220/132 kV AIS Latur" and issuance of RFP Document.

Sir,

The Government of Maharashtra vide its Government Resolution No. Sankirna 0125/P.R.32/Urja-4 dated 03.10.2025 has notified PFC Consulting Limited (PFCCL) as the Bid Process Coordinator (BPC) for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for "Establishment of 400/220/132 kV AIS Latur" in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power.

The Request for Proposal (RFP) process was initiated by PFCCL with uploading of RFP Documents in its website 'www.pfcclindia.com' and publication of RfP Notification in the following newspapers on 04.11.2025:

1. Hindustan Times (English) – All Edition
2. Hindustan (Hindi) – All Edition
3. Mint (English) – All Edition
4. Financial Times (English) - All Edition

The RFP Documents are based on the Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021 and project specific inputs received from Maharashtra STU. The last date for submission of Responses to RFP is 06.01.2026.

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 "Establishment of 400/220/132 kV AIS Latur". We are also enclosing herewith the RFP documents and NIT publication for your kind information, perusal and records please.

Thanking You,

Yours sincerely,

(Sanjay Nayak)
Chief General Manager

Encl.: As Above

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतः स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 01/25-26/ITP-114/RfP **November 10, 2025**

To,
Chief Engineer (State Transmission Utility)
4th Floor, Prakashganga, Plot No.C-19, E-Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400051

Subject: Intimation about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Establishment of 400/220/132 kV AIS Latur" and issuance of RFP Document.

Sir,

The Government of Maharashtra vide its Government Resolution No. Sankirna 0125/P.R.32/Urja-4 dated 03.10.2025 has notified PFC Consulting Limited (PFCCL) as the Bid Process Coordinator (BPC) for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for "Establishment of 400/220/132 kV AIS Latur" in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power.

The Request for Proposal (RFP) process was initiated by PFCCL with uploading of RFP Documents in its website 'www.pfcclindia.com' and publication of RfP Notification in the following newspapers on 04.11.2025:

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The RFP Documents are based on the Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021 and project specific inputs received from Maharashtra STU. The last date for submission of Responses to RFP is 06.01.2026.

As per the requirements of the Guidelines (Clause 4.2 of Tariff based Competitive-bidding Guidelines for Transmission Service), we have intimated the Commission about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Establishment of 400/220/132 kV AIS Latur". We are also enclosing herewith the RFP documents and NIT publication for your kind information, perusal and records please.

We are also enclosing herewith the RFP documents and NIT publication for your kind information, perusal and records please. It is requested that the RFP Notice and RFP documents may be published on the website of State Government. The soft copy of the RFP Notification and RFP documents has been mailed separately.

Thanking You,

Yours sincerely,

(Sanjay Nayak)
Chief General Manager

Encl.: As Above

SINGLE STAGE REQUEST FOR PROPOSAL DOCUMENT

FOR

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

TO

ESTABLISH INTRA-STATE TRANSMISSION SYSTEM

FOR

ESTABLISHMENT OF 400/220/132 kV AIS LATUR IN THE STATE OF MAHARASHTRA

ISSUED BY

PFC CONSULTING LTD.

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

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

November 04, 2025

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

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

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Intra-State Transmission System for "**Establishment of 400/220/132 kV AIS Latur**" is issued by PFC Consulting Limited.

This RFP document is issued to -

M/s. _____

_____

_____

_____

_____

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

REQUEST FOR PROPOSAL NOTIFICATION

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

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

1. The Government of Maharashtra vide its Government Resolution No. Sankirna 0125/P.R.32/Urja-4 dated 03.10.2025 has notified PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for "**Establishment of 400/220/132 kV AIS Latur**" through tariff based competitive bidding process.

2. PFC Consulting Limited (PFCCL) (hereinafter referred to as BPC) hereby invites all prospective Bidders for issue of Request for Proposal (RFP) for selection of Bidder as Transmission Service Provider (TSP) on the basis of international competitive bidding in accordance with the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under section – 63 of The Electricity Act, 2003 and as amended from time to time. The responsibility of the TSP would be to establish the following Intra-State Transmission System – "**Establishment of 400/220/132 kV AIS Latur**" (hereinafter referred to as 'Project') on build, own, operate & transfer basis and to provide transmission service:

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
1.	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No	24 Months

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
	• 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	
2.	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) • 400 kV line bays at 400 kV Washi(Proposed)	
3.	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Harangul(Existing)	
4.	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) • 220 kV line bays at 220 kV Murud (Existing)	
5.	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Vairag(Existing)	
6.	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing)	
7.	220 kV Connectivity to Solar Generators • 220 kV End Bays – 6 Nos.	
8.	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) • 132 kV line bays at 220 kV Tuljapur (Existing)	
9.	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) • 132 kV line bays at 132 kV Ausa (Existing)	
Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)		

3. The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with the provisions of the Transmission Service Agreement and applicable Rules/ Regulations, Orders, Codes and

Guidelines issued by the State Government and State Commission and other relevant Orders, Rules/ Regulations of Central Government and Central Commission, as applicable.

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

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

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

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

   The Technical Bid shall be opened first and the Financial Bid of only the bidders 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 [SPV 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 [SPV 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 with substation land, right of way and clearances to Maharashtra STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of Project at zero cost and free from any

encumbrance and liability. The transfer shall be completed within 90 days after 35 years from COD of Project failing which Government of Maharashtra/Maharashtra STU shall be entitled to take over the project assets Suo moto.

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

8. **Transmission Charges**: The Transmission Charges shall be payable by the Long Term Transmission System Use(s) through Nodal agency in Indian Rupees as per Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 and as amended from time to time . Bidders shall quote the Transmission Charges as per the pre-specified structure, as mentioned in the RFP.

9. **Issue of RFP document:** The detailed terms and conditions for qualification and selection of the Transmission Service Provider for the Project and for submission of Bid are indicated in the RFP document. All those interested in purchasing the RFP document may respond in writing to **General Manager, Tel. +91 11 23443912, 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 one working day prior to bid submission date. 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 **04/11/2025 to 05/01/2026** 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 06/01/2026.** Technical Bid will be opened by the Bid Opening Committee on the same day **at 15:30 hours** (IST) in the office of Chief Engineer (Maharashtra STU), Mumbai, in the online presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be opened on the next working day at the same time and venue. In addition to the online

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

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

12. **Nodal person for enquiries and clarifications**
All correspondence and clarification in respect of RFP document shall be addressed to:

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

DISCLAIMER

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

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

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

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

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

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

6. Neither BPC, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any

matter deemed to form part of this RFP document, the award of the Project, the information supplied by or on behalf of BPC or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.

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

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

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

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

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DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Project Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enactedfrom 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 or unconditional and irrevocable Insurance Surety Bond issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) or Payment on Order Instrument for **Rs. 11.65 Crore (Rupees Eleven Crore, Sixty Five Lakh Only)** to be submitted along with the Technical Bid by the Bidder under Clause 2. 11 of this RFP, as per the format prescribed in Annexure 14 (for

Bank Guarantee) or Annexure 14A (for Insurance Surety Bond) or Annexure 14B (for Payment on Order);

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

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

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

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

"Central Government" shall mean the Government of India;

"Conflict of Interest" A Bidder shall be considered to be in a Conflict of Interest with one or 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 1and ending on March 31 provided that:

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

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

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

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

"Empowered Committee" shall mean the committee constituted by the State Government;

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

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

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

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

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

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

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

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

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

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

"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;

"Long Term Transmission System User" or **"LTTSU"** shall have the meaning as described in Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 as amended from time to time.

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

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

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

"MOEF" shall mean the Ministry of the Environment, Forest and Climate Change, Government of India;

"Nodal Agency" shall mean Maharashtra State Transmission Utility (STU), which shall execute and implement the Transmission Service Agreement (TSA);

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

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

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

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

2, Clause 2.1 of this RFP;

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

"RFP" shall mean Request for Proposal document along with all schedules, formats, annexure and RFP Project Documents attached hereto, issued by BPC for tariff based competitive 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. Any other agreement, as may be required;

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

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

"State Government" shall mean the Government of Maharashtra;

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

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

"Share Purchase Agreement" shall mean the agreement amongst PFC Consulting Limited, the **SPV [SPV is under incorporation]** and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the **SPV [SPV 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 toacquire one hundred percent (100%) equity shares of **SPV [SPV is under incorporation]**, alongwith all its related assets and liabilities, which will be responsible as the TSP to establish the Projecton build, own, operate and transfer basis as per the terms of the Transmission Service Agreementand other RFP Project Documents;

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

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

"Transmission Charges" shall mean the Final Offer quoted by Selected Bidder and adopted by the State Commission, and as computed in terms of the provisions of Schedule 4 of the TSA, payable to the TSP as per provisions of Transmission Service Agreement, MERC MYT Regulations;

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

"Transmission Service Agreement" or **"TSA"** shall mean the agreement entered into between 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 [SPV 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 Maharashtra vide its Government Resolution No. Sankirna 0125/P.R.32/Urja-4 dated 03.10.2025 has appointed PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for **"Establishment of 400/220/132 kV AIS Latur"** 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 TransmissionService" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under Section – 63 of the Electricity Act. The BPC shall select the Bidder having the prescribed technical and financial capability to become TSP and be responsible for establishing the Project in the State of Maharashtra. The TSP will make the Project available against payment of Transmission Charges, as adopted by the State Commission, payable to the TSP, as per provisions of Transmission Service Agreement.

1.2 The TSP will be required to establish the following Intra State Transmission System for **Establishment of 400/220/132 kV AIS Latur** (hereinafter referred to as 'Project') on build, own, operate and transfer basis, and to provide transmission service.

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
1	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:**	24 onths

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
	• 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	
2	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) • 400 kV line bays at 400 kV Washi(Proposed)	
3	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Harangul(Existing)	
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) • 220 kV line bays at 220 kV Murud (Existing)	
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Vairag(Existing)	
6	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing)	
7	220 kV Connectivity to Solar Generators • 220 kV End Bays – 6 Nos.	
8	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) • 132 kV line bays at 220 kV Tuljapur (Existing)	
9	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) • 132 kV line bays at 132 kV Ausa (Existing)	
Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*) 1 400 kV line bay at Washi (Proposed) 2 220 kV line bay at Harangul (Existing) 3 220 kV line bay at Murud (Existing) 4 220 kV line bay at Vairag (Existing) 5 220 kV line bay at Narangwadi (Existing) 6 132 kV line bay at Tuljapur (Existing) 7 132 kV line bay at Ausa (Existing)		

1.3 **Project Description**

The project has been planned considering the total RE generation expected in Dharashiv and Latur district which is in the range of 1-2 GW. This will Facilitate the large scale RE projects power evacuation and also relieve the transmission constraint in the existing network which does not have any margin left.

The subject Transmission system was deliberated and approved in the 8th meeting of the Empowered Committee held on 08.07.2025 Government of Maharashtra vide Gazette notification dated 03.10.2025 has appointed PFCCL as BPC for implementation of the subject transmission 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 [SPV 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 [SPV 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 STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of Project at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days after 35 years from COD of Project failing which Government of Maharashtra/ Maharashtra STU shall be entitled to take over the project assets Suo moto.

1.6 Brief Scope of Work

1.6.1 Scope of Transmission Service Provider

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

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

Further, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP :

- For a Generation Pooling Substation shall not be beyond 3 Km radius of the

location proposed by the BPC in their Survey Report.

- For Load Serving Substation within the scope of TSP shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report.
- For an Intermediate Substation shall not be beyond 10 Km radius of the location proposed by the BPC in their Survey Report.

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, Codes and Guidelines issued by the State Government and State Commission and other relevant Orders, Rules/ Regulations of the Central Government and Central Commission, as applicable.

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

1.6.1.4 The TSP shall seek Transmission License from the State Commission, as per the provisions of the Electricity Act and regulations made thereunder.

1.6.1.5 The TSP shall seek approval under Section 164 of Electricity Act, from Government of Maharashtra after acquisition of **……** The approval shall be granted by Government of Maharashtra.

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

1.6.2 **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:

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

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

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

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

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

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

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

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

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

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

1.9 A company under the Companies Act, 2013 by the name ……. 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.

SECTION – 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION – 2

a. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1 Qualification Requirements

2.1.1 The Bidder should be a company duly incorporated under the relevant laws (Bidding Company) or a Consortium of companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium. The Bidder shall be selected on meeting the Qualification Requirements specified in Section 2 of this RFP, as demonstrated by the Bidder's Technical Bid and the lowest Quoted Transmission Charges discovered from Final Offers quoted during the e-reverse bidding. A Bidding Consortium can participate in the bidding process for the Project if any Member of the Consortium has purchased the RFP document for such Project. Bidder who agree and undertake to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No.: P45021/2/2017-PP (BE-II)-Part-4 Vol.II dated 19.07.2024 issued by Ministry of Power for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard, 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 OM No. F.7/10/2021-PPD (1) dated 23.02.2023, as amended from time to time, have issued directions regarding public procurement from a bidder of a country, which shares land border with India are also applicable.

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

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

Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than **Rs. 582.40 Crore (Rupees Five Hundred and Eighty Two Crore and Forty Lakh 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. 116.48 Crore (Rupees One Hundred and Sixteen Crore and Forty Eight Lakh 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

(i) Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than **Rs. 582.40 Crore (Rupees Five Hundred and Eighty Two Crore and Forty Lakh 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. 116.48 Crore (Rupees One Hundred and Sixteen Crore and Forty Eight Lakh 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. Net-worth:

Net-worth should be not less than **Rs. 250 Crore (Rupees Two Hundred and Fifty Crore Only)** or equivalent USD (calculated as per provisions in Clause 3.4.1**)** computed as the Net-worth 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 Net-worth 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 Net-worth 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. Net-worth

=	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 Nodal Agency and the BPC and/or the Nodal Agency shall not bear any liability whatsoever on this account.

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

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

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

2.2.5 Bid submitted by a Bidding Company

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

2.3 Clarifications & Pre-Bid Meeting

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

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

intimated later.

2.3.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders as per the provisions of Clause 2.3.1.

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

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

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

2.4 Amendment of RFP

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

2.4.2. 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 State Government.

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

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

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

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

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

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

2.5.1 Bid Formats

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

2.5.2 Technical Bid comprising of:

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

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

3. 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 [SPV is under incorporation].**

    Note: The effective Equity holding of the Selected Bidder in the **SPV [SPV 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** or Surety Bond for Bid Security as per the prescribed format at **Annexure 14A** or Payment on Order Instrument to be issued by IREDA/REC/PFC as per the prescribed format at **Annexure 14B;**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Annexure 21 duly digitally signed by authorized signatory.

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

2.5.5 Transmission Charges

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

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

2.5.6 Bidders may note that:

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

b) Bidders shall mention the name, designation, telephone number, fax number, email address of the authorized signatory and complete address of the Bidder in the covering letter.

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

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

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

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

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

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

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

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

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

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

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

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

ii. Annul the bid process; or

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

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

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

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

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

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

p) Foreign companies submitting the Bid are required to follow the applicable law in their country for execution of POA, Consortium Agreement and affixation of Common Seal

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

(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 **……..**, 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 Central Commission, State Commission 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 tothe Grid) Regulations, 2007, MERC (Transmission Open Access) Regulations, 2016, Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2022, Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020, and other relevant Rules/ Regulations/ Guidelines issued by the Central Government, State Government, Central Commission, State Commission 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)/ State Grid Code. The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch instructions/codes, etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in the country. Information regarding grid parameters such as voltage and frequency is available on the websites of Regional / State Load Despatch Centres.

2.5.8 Minimum Equity holding/Equity Lock-in

2.5.8.1. (a) The aggregate equity share holding of the Selected Bidder, in the issued and paid up equity share capital of **SPV (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 [SPV 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 [SPV 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 [SPV 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 (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 [SPV 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 [SPV is under incorporation]** then holding of Selected Bidder A in **SPV [SPV 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 [SPV 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 [SPV 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;

Sl. No	Name of the Transmission Element	Scheduled COD from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	24 months from Effective Date	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)			
3.	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)			
4.	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)			
5.	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)			

Sl. No	Name of the Transmission Element	Scheduled COD from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
6.	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)			
7.	220 kV Connectivity to Solar Generators 220 kV End Bays – 6 Nos.			
8.	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)			
9.	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)			

Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*)

1. 400 kV line bay at Washi (Proposed)
2. 220 kV line bay at Harangul (Existing)
3. 220 kV line bay at Murud (Existing)
4. 220 kV line bay at Vairag (Existing)
5. 220 kV line bay at Narangwadi (Existing)
6. 132 kV line bay at Tuljapur (Existing)
7. 132 kV line bay at Ausa (Existing)

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

Scheduled COD for overall Project: **24 Months from Effective Date**

2.7 Due dates

2.7.1. The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e. on or before **15:00 hrs** on **06/01/2026**. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.

2.7.2. Important timelines are mentioned below:

Date	Event
04-11-2025	Issuance of RFP

Date	Event
25-11-2025	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.
02-12-2025	Pre-Bid meeting(s)
12-12-2025	Issue of written clarifications and revised RFP documents
22-12-2025	Issue of final RFP Project Documents
06-01-2026	Submission of Bid (Online submission of Bid through electronic bidding portal)
06-01-2026	Opening of Technical Bid
14-01-2026	Shortlisting and announcement of Qualified Bidders on bidding portal
15-01-2026	Opening of Financial Bid - Initial Offer
16-01-2026	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.
19-01-2026	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer
26-01-2026	Selection of Successful Bidder and issue of LOI
05-02-2026	Signing of RFP Project Documents and transfer of SPV

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

2.8 Validity of the Bid

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

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

2.9 Method of Submission

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

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

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

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

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

2.10 Preparation cost

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

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

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

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

2.11 Bid Bond

2.11.1. Each Bidder shall submit the Bid accompanied by Bid Bond issued by any of the Banks listed in

Annexure-17. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.

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

- Bidder withdraws during the period of Bid Validity as specified in this RFP or as extended by mutual consent of the respective Bidder(s) and the BPC
- Failure to execute the Share Purchase Agreement as per the provisions of Clause 2.15.2; or
- Failure to furnish the Contract Performance Guarantee as per Clause 2.12; or
- Failure to acquire one hundred percent (100%) equity shares of **SPV [SPV 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 [SPV 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

2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Nodal Agency the Contract Performance Guarantee for an amount of **Rs. 29.12 Crore (Rupees Twenty Nine Crore and Twelve Lakh Only)**.The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the

Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17 as per format given at Annexure-15 or any of the insurance companies authorized by Insurance Regulatory and Development Authority of India as per format given at Anbnexure-15 A or PFC/REC/IREDA as per Payment on Order Instrument format given at Annexure-15 B.

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

2.13 Opening of Bids

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

Opening of Envelope (Technical Bid): **15:30 hours** (IST) on **06/01/2026** 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 **15:30 hours (IST) on 06/01/2026** in the office of Chief Engineer, Maharashtra STU.

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

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

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

2.14 Enquiries

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

General Manager
PFC Consulting Limited
9th Floor, Wing-A, Statesman House,

Connaught Place, New Delhi - 110001
Tel. + 91 11 23443710
Email: pfccl.itp@pfcindia.com

2.15 Other Aspects

2.15.1 The draft of the Transmission Service Agreement and Share Purchase Agreement have been attached to this RFP

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

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

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

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

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

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

c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of **SPV [SPV is under incorporation]** from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding of **SPV [SPV 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 [SPV 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 [SPV 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 [SPV 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.

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

2.15.5 If the Selected Bidder / TSP fails or refuses to comply with any of its obligations under Clauses 2.15.2, 2.15.3 and 2.15.4, and provided that the other parties are willing to execute the Share Purchase Agreement and PFC Consulting Limited is willing to sell the entire equity shareholding of **SPV [SPV 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 State Commission, it will constitute sufficient grounds for annulment of award of the Project.

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

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

2.16 Confidentiality

2.16.1. The parties undertake to hold in confidence this RFP and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;

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

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

Provided that the TSP agrees and acknowledges that the 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 LoI Notwithstanding anything to the contrary contained herein, or in the LoI, the BPC shall reject a Bid, withdraw the LoI, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the BPC shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the BPC hereunder or otherwise.

2.19.2. Without prejudice to the rights of the BPC under Clause 2.19.1 hereinabove and the rights and remedies which the BPC may have under the LoI, if a Bidder is found by the BPC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of the LoI, such Bidder & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such Bidder is found by the BPC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.19.3. For the purposes of this Clause 2.19, the following terms shall have the meaning hereinafter respectively assigned to them:

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

or after the execution of the Transmission Service Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Transmission Service Agreement, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;

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

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

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

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

SECTION - 3

EVALUATION OF THE TECHNICAL AND FINANCIAL BID

SECTION 3

1. 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 ;

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

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

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

o) Bidder having Conflict of Interest

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

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

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

s) Bid being conditional in nature.

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

3.3. STEP II - Compliance with submission requirements

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

3.4. STEP III -Evaluation of Technical Bid

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

3.4.1. Interpolation of financial data.

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

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

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

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

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

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

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

3.5. STEP IV - Evaluation of Financial Bids

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

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

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

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

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

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

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

3.6. STEP V - Bidder Selection

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

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

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

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

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

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

3.7. Misrepresentation by the Bidder

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

3.8. Disposition of Technical Bid

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

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

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

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

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

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

SECTION - 4

ANNEXURES FOR BID

SECTION – 4

I. Formats for Bid

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

Technical Bid

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

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

Financial Bid

21. Format for Financial Bid

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

11A. Illustration for Applicable Board Resolution Requirements Under Clause 2.5.2

17. List of Banks

18. GRID Map of the Project
19. Format for clarification/amendments on the RFP/RFP Project Documents
20. Formats for RFP Project Documents
23. List of Long Term Transmission System User

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

ANNEXURE 1 - COVERING LETTER
(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Consortium)

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

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

Dear Sir,

Sub: **Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220/132 kV AIS Latur" through tariff based competitive bidding process.**

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

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

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

4. We hereby agree and undertake to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders OM No. F.7/10/2021-PPD (1) dated 23.02.2023 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.

We hereby also agree and undertake to comply with Department of Expenditure, Ministry of Finance vide OM No. F.7/10/2021-PPD (1) dated 23.02.2023, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India.

5. We hereby agree to comply with Ministry of Power order no. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024 as amended from time to time.

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

7. We hereby confirm that in accordance with Clause 2.1.4 of the RFP, we are herewith submitting legally binding undertaking supported by a board resolution from the ……..(Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) that all the equity investment obligations of …….. (Insert name of the Bidding Company) shall be deemed to be equity investment obligations of the …… (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be) and in the event of any default by……. (Insert name of the Bidding Company), the same shall be met by ……. (Insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be).
[Sl. No 7 to be inserted only in case the Bidder is a Bidding Company / Lead Member of a Consortium and has sought qualification on the basis of technical and financial capability of its Affiliate(s) and/or its Parent]

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

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

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

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

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

13. The details of contact person are furnished as under:
Name: ……
Designation:……
Name of the Company:……
Address of the Bidder:……
Phone Nos.:……
Fax Nos.:……
E-mail address:……

14. **Bid Bond**

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

15. Acceptance

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

16. Familiarity With Relevant Indian Laws & Regulations

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

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

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

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

Thanking you,

Yours sincerely,

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

Name:……
Designation:……
Address:……

Date:……
Place:……

Company Rubber Stamp

ANNEXURE 2 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS

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

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

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

Dear Sir,

Sub: **Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220/132 kV AIS Latur" through tariff based competitive bidding process.**

We, the undersigned Member of …… (Insert name of the Bidding Consortium) have read, examined and understood the RFP document for the short-listing of Bidders as prospective TSP to establish Intra-State Transmission System for "**Establishment of 400/220/132 kV AIS Latur"** through tariff based competitive bidding process. We hereby confirm our concurrence with the Bid including in particular the Consortium Agreement submitted by ……. (Insert name of the Lead Member) in response to the RFP document.

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

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

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

The details of contact person are furnished as under:

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

Dated the ……. day of ……. of 20…

Thanking you,

Yours faithfully,

……
(Signature)

Name:…….
Designation:…….

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

ANNEXURE 3 - FORMAT FOR EVIDENCE OF AUTHORIZED SIGNATORY'S AUTHORITY

POWER OF ATTORNEY

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

Know all men by these presents, We ……(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms……(name and residential address) who is presently employed with us and holding the position of ……. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "**Establishment of 400/220/132 kV AIS Latur"** through tariff based competitive bidding process in the country of India, including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RFP and signing of the Share Purchase Agreement by all the parties thereto.

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

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

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

……..
(Signature)

Name: …….
Designation: …….

Accepted

……
(Signature of the Attorney)

Name: …….
Designation: ……..
Address: .....
.....
(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant

……
(Signature of the Executant)

…….
(Signature of Notary Public)

Place:……
Date:……

Notes:

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

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

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

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

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

POWER OF ATTORNEY

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

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

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

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

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

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

For and on behalf of
Consortium Member

……
(Signature of the Authorized Signatory)

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

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

Accepted
Specimen signatures of attorney attested

…….
(Signature)

……

……

(Signature of Notary Public)

…… **(Name, Designation and Address of the Attorney)**

Place:……
Date: …….

Notes:

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

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

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

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

1. Corporate Details:

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

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

Name: ……

Address: ……
……
……

Website Address: ……..

Country of Origin: ……

b. Year Organized: ……..

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

d. Status as a Bidder:

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

Note: tick the applicable serial number

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

……
……
……

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

g. Telephone Number: …….

h. Email Address: ……

i. Telefax Number: …….

j. Please provide the following documents:

i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable),

including their amendments, certified by the Company Secretary as **Attachment 1** for Bidding Company / each Member of Bidding Consortium including Lead Member.

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

2. Details of Ownership Structure:

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

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

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

Notes:

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

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

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

……..
(Stamp)

Date:……
Place:……

FORMAT FOR AUTHORISATION

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

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by **PFC Consulting Limited** to verify our Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "**Establishment of 400/220/132 kV AIS Latur"** through tariff based competitive bidding process or regarding our project development experience, financial standing and general reputation.

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

.....
(Signature)

Name of Authorized Signatory:…….

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

Place:……
Date:……

…….
(Company rubber stamp/seal)

…….
(Signature of Notary Public)

Place:……
Date:……

ANNEXURE 6 - FORMAT FOR CONSORTIUM AGREEMENT

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

THIS CONSORTIUM AGREEMENT executed on this..... day of .....Two thousand.....between M/s....., a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid, acquisition of **{..... SPV [SPV is under incorporation].** in case of award) and entering into other Agreement(s) as specified in the RFP (hereinafter referred to as "Agreements") as may be entered into with the Maharashtra State Transmission Utility (STU).

WHEREAS, the BPC had invited Bid in response to RFP issued to …… (insert the name of purchaser of RFP) for selection of the bidder as the Transmission Service Provider to establish Intra-State Transmission System for **"Establishment of 400/220/132 kV AIS Latur"**.

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

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

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the contract performance guarantee on behalf of the TSP in favor of the Maharashtra State Transmission Utility (STU), 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 Maharashtra State Transmission Utility (STU). Over the term of the Transmission Service Agreement, the provisions of TSA and MERC 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 Maharashtra State Transmission Utility (STU).

THIS CONSORTIUM AGREEMENT:

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

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

c. may not be amended or modified except in writing signed by each of the parties and with prior written consent of the Maharashtra State Transmission Utility (STU).

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

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

.....

(Signature of authorized signatory)

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

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

.....
(Signature of authorized signatory)

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

Attested:
……..
(Signature)
(Notary Public)

Place:…….
Date:…….

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

Appendix 1 to the Consortium Agreement:

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

ANNEXURE 7 A - FORMAT FOR QUALIFICATION REQUIREMENT

A. NET WORTH

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220/132 kV AIS Latur" through tariff based competitive bidding process

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

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

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

*Equivalent USD shall be calculated as per provisions of Clause 3.4.1.
** The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

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

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

Name of Consortium Member	Equity Commitment in the Project (%)	Networth of Member (Rs. Crore)	Networth Requirement to be met by Member in proportion to the Equity Commitment (Rs. Crore)	Whether the Member meets the Networth Requirement
(1)	(2)	(3) (As per table below)	(4)= (2 x Total Networth requirement for the Project)	(5)
1. ……				Yes / No
2. ……				Yes / No
..				Yes / No
Total Networth for financial requirement				

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors]

i. Name of Member:.....

ii. Total Networth requirement: Rs …… Crore

iii. Percentage of equity commitment for the Project by the Member: ……%

iv. Networth requirement for the Member***: Rs. ……. Crore

v. Financial year considered for the Member: …….

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

*Equivalent USD shall be calculated as per provisions of Clause 3.4.1;

** The column for "Relationship with Member of Consortium" is to be filled in only in case the financial capability of Parent / Affiliate has been used for meeting Qualification Requirements;

*** Networth requirement to be met by Member should be in proportion to the equity commitment of the Member for the Project.

Yours faithfully

……
(Signature and name of the authorized signatory of the Company and Stamp)

Name: …….
Date: …….
Place: …….

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

Name: …….
Date: …….
Place: …….

Date: …….

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of Net worth of last three (3) financial years duly certified by Statutory Auditor.

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

3. In case Bidder or a Member of Consortium takes recourse to its Parent/Affiliate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Affiliate.

ANNEXURE 7B - FORMAT FOR TECHNICAL REQUIREMENT

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220/132 kV AIS Latur" 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. …… Crore or equivalent USD*. For this purpose, capital expenditure incurred on projects which have been either wholly completed / commissioned or partly completed projects put under commercial operation and for which operation has commenced till at least seven (7) days prior to the Bid Deadline has been considered.

The project(s) considered for the purpose of technical experience (as per table given below) have been executed and owned to the extent as indicated in the table below (to be atleast twenty – six percent (26%)) by the Bidding Company / Lead Member of the Consortium / our Parent / our Affiliate(s) [strike off whichever is not applicable] on operation of the projects.

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

Name of Company (which has executed the project at (3)) whose technical capability has been used for Qualification Requirement	Relationship** with Bidding Company / Lead Member	Project name	Nature of Project (BOOT, BOT, BOOM, DBFOT etc.)	Relevant Infrastructure sector	Date of Financial Closure of the Project (in DD / MM / YYYY)	Date of Completion / Commissioning / Commercial Operation of partly completed projects	Project cost (Rs. Crore)	Percentage Equity Holding of Company at (1) in Completed project(s)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
……		……. (Project 1)						
……		…….						
Total (Rs. Crore)								

* Equivalent USD shall be calculated as per provisions of Clause ____

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

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

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

We certify that M/s. …….. (Insert name of Technically Evaluated Entity(ies)) have received aggregate payments not less than Rs. ……. Crore or equivalent USD (calculated as per provisions in Clause 3.4.1) from its client(s) for construction works fully completed during the last 5(five) financial years. We further certify that the payment received from each project shall not be less than Rs. ……. Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). For this purpose, payments received on projects that have been commissioned/completed at least seven (7) days prior to the Bid Deadline shall be considered. Further only the payments (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the technical capacity.

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

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

Name of Company (which has executed theproject at (3)) whose technical capability has been used for Qualification Requirement	Relationship** with Bidding Company / LeadMember	Project name	Nature ofProject (EPC, Turnkey etc)	Relevant Infrastructure sector	Date of award of contract (in dd/mm/yy)	Date of Completion / Commissioning	Payment received (Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
……		……. Project 1					
……		…….					
……		…….					
	Total (Rs. Crore)						

Yours faithfully

……..
(Signature and name of the authorized signatory of the Company and stamp)

Name:……..
Date:……..
Place:……..

……
(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)
Name:……..
Date:……..
Place:……..

Date:……

Notes:

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

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

2. In case the accounts for the financial year in which the project claimed for meeting qualification requirement has been commissioned are not audited, the Bidder shall give declaration in this regard duly certified by its statutory auditor. In such a case, Bidder shall provide details of computation of capital expenditure of such project(s) duly certified by Statutory Auditor of the project company and the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed shall be capitalized in the books of accounts upon finalization.

3. The unconsolidated audited annual accounts of both the TEE and the Bidding Company / Lead Member for the respective financial years (financial years in which financial closure was achieved to the financial year in which the said project was completed / commissioned) should be submitted.

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

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

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220/132 kV AIS Latur" through tariff based competitive bidding process

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

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

NOTES:

i. In case of Parent, the equity holding of the Parent in the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, need to be specified.

ii. In case of Affiliate under direct control of Bidder, the equity holding of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium in the Affiliate, needs to be specified.

iii. In case of Affiliate under common control of Parent, the equity holding of the Parent in the Affiliate of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.

iv. Relationship of Parent / Affiliate with Bidding Company / Member of Consortium to be at the most seven (7) days prior to the Bid Deadline (as per Clause 2.1.4 of RFP)

Yours faithfully

……
(Signature and name of the authorized signatory of the Company and stamp)

Name:……
Date:……
Place:……

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

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

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

……
(Name of Bidder (Bidding Company/ Bidding Consortium or Technically/Financially 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):

1. Bidders shall attach unconsolidated / consolidated audited annual accounts, statements, as the case may be, (refer Clause 2.1.3) for the last three (3) financial years as Attachment 1. Such unconsolidated audited annual accounts shall include a Balance Sheet, Profit and Loss Account, Auditors Report and profit appropriation account.

ii. Technical capability (Attachment 2):

a. This attachment shall include details of projects completed/commissioned or partly completed projects for which commercial operation has commenced to be considered for the purpose of meeting Qualification Requirements.

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

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

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

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

- Project model, i.e., BOO, BOOT, BOOM;

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

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

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

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

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

- Project model, i.e., EPC, Turnkey;
- Size and type of installation;
- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Cost data (breakdown of major components)

- Name of sub-contractor
- Construction time for the project
- Names, addresses and contact numbers of owners of the projects
- Operating reliability over the past five (5) years or since date of commercial operation
- Operating environmental compliance history
- Names of supervisory entities or consultant, if any
- Date of commercial operation
- Total duration of operation

iii. Attachment-3:

a. For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project and the same shall be certified as true by authorized signatory of the Bidding Company or the Lead Member of Consortium). In case the project listed in Attachment 2 is under BOOT / DBFOT mechanism, the certificates of final acceptance and/or certificates of good operating performance must be issued by the authority / independent engineer of the project as defined in the respective project agreement.

For and on behalf of Bidding Company/Consortium

M/s…….

…….
(Signature of authorized signatory)

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

ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidders' Undertakings

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

Date: .....

To,

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

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Intra-State transmission system for Establishment of 400/220/132 kV AIS Latur.

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

1. The Project shall comply with all the relevant electricity laws, codes, regulations, standards and Prudent Utility Practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreements that may be required to be executed as per law in this regard.

2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.6.1.2 of the RFP and the TSP shall also comply with the provisions contained in the MERC (Transmission Open Access) Regulations, 2016 and as amended from time to time.

3. We give our unconditional acceptance to the RFP dated 04/11/2025 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure 21 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.

5. Our Bid is valid up to the period required under Clause 2.8 of the RFP.

6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed with this undertaking.

7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement, to the extent and only in relation to equity lock in and our liability

thereof shall get modified to give effect to the provisions of Clause 2.5.8 of this RFP and Article 18.1 of the Transmission Service Agreement. ***(Note:*** *This is applicable only in case of a Bidding Consortium)*

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

Sl. No	Name of the Transmission Element	Scheduled COD from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	24 months from Effective Date	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)			
3	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)			
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)			

Sl. No	Name of the Transmission Element	Scheduled COD from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)			
6	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)			
7	220 kV Connectivity to Solar Generators 220 End Bays – 6 Nos.			
8	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)			
9	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)			

Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*)

1. 400 kV line bay at Washi (Proposed)
2. 220 kV line bay at Harangul (Existing)
3. 220 kV line bay at Murud (Existing)
4. 220 kV line bay at Vairag (Existing)
5. 220 kV line bay at Narangwadi (Existing)
6. 132 kV line bay at Tuljapur (Existing)
7. 132 kV line bay at Ausa (Existing)

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

Scheduled COD for the Project: 24 months from the Effective Date

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:

   a. Financial Bid in the prescribed format of Annexure 21 has been submitted duly signed by the authorized signatory.

   b. Financial Bid is unconditional.

c. Only one Financial Bid has been submitted.

10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of **……. SPV [SPV 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.

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 [SPV 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	Relationship with Bidding Company /Member of the Bidding Consortium	% of equity participation in the .....
(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 **…… SPV [SPV is under incorporation]** 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: ……..

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

Dear Sir,

Sub: Authorization for use of Technical / Financial Capability of M/s……. (Insert name of Parent / Affiliate) by M/s …….. (Insert name of Bidding Company / Member of Bidding Consortium).

We refer to the RFP dated …… ('RFP') issued by you for selection of Bidder as Transmission Service Provider for establishing the Intra-State Transmission System for **"Establishment of 400/220/132 kV AIS Latur".**

We confirm that M/s. ……. (Insert name of Bidding Company/ Consortium Member) has been authorized by us to use our technical and/or financial capability [strikeout whichever is not applicable] for meeting the Qualification Requirements for **"Establishment of 400/220/132 kV AIS Latur".**

We have carefully read and examined in detail the RFP including in particular, Clause 2.1.4 of the RFP, and we are also submitting legally binding undertaking supported by a board resolution that all the equity investment obligations of M/s……. (Insert Name of Bidding Company / Consortium Member), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.
For and on behalf of M/s……. (Insert Name of Parent / Affiliate)

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

Name:…….
Date:…….
Place:…….

Notes:

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

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

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

Name: ……

Full Address: ……

Telephone No.:……

E-mail address:……

Fax/No.: ……..

To:
Chief Executive Officer
PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi – 110001

Sub: **Undertaking for equity investment**

Dear Sir,

We refer to the Request for Proposal dated …….. ('RFP') issued by you regarding setting up of Intra-State transmission system for "**Establishment of 400/220/132 kV AIS Latur**" Project on build, own, operate and transfer basis.

We have carefully read and examined in detail the RFP and the RFP Project Documents, including in particular, Clause 2.1.4 of the RFP and Clauses 2.5.2 and 2.5.8 of the RFP, regarding submission of an undertaking regarding the investment in the equity share capital of **……. SPV [SPV is under incorporation]** and provisions for minimum equity holding and equity lock-in. We have also noted the amount of the equity investment required to be made in **……. SPV [SPV is under incorporation]** by the ……. [Insert the name of the Bidder or the Consortium Member] for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of ……[Insert the name of the Bidder or the Consortium Member] to invest in full or in part, in the equity share capital of **……. SPV [SPV is under incorporation]** as specified in the Bid, we shall invest the said amount not invested by……..[Insert the name of the Bidder or the Consortium Member] in **.....** by purchase of existing shares or subscribing to the new shares of **……. SPV [SPV is under incorporation],** as stipulated by you.

We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

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

Certified as true.

……..

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

Note:

1. Wherever required, extract of the charter documents and documents such as a Board resolution should be submitted for verification.

ANNEXURE 11 - FORMATS FOR BOARD RESOLUTIONS

Format 1

Format of the Board resolution for the Bidding Company / each Member of the Consortium / investing Affiliate / Parent Company / Ultimate Parent Company, where applicable

[Reference Clause 2.5.2 of the RFP and the illustrations in Annexure 11A]

[Note: The following resolution no.1 needs to be passed by the Boards of each of the entity/(ies) making equity investment]

The Board, after discussion, at the duly convened Meeting on …….. [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

1. **RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of…….% (……per cent) of the total equity share capital of **……. SPV [SPV is under incorporation]** representing the entire amount proposed to be invested by the company for the transmission system for **Establishment of 400/220/132 kV AIS Latur**, 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 [SPV is under incorporation],** obligatory on the part of the company pursuant to the terms and conditions contained in the Consortium Agreement dated ……executed by the company as per the provisions of the RFP.

   [Note: In the event, the investing entity is an Affiliate or Parent or Ultimate Parent of the Bidder, the following Board resolution no. 3 shall also be passed by the Bidder]

3. **FURTHER RESOLVED THAT** the Board hereby acknowledges the Board Resolution(s) passed by the…….. [Name of the Affiliate(s)/ Parent / Ultimate Parent] regarding the investment of…….(….%) of the equity share capital requirements of **……. SPV [SPV is under incorporation],** which is to be invested by the ……[Name of the Affiliate(s)/ Parent / Ultimate Parent] for the **……. SPV [SPV is under incorporation]** partly by acquisition of the existing equity shares from PFC Consulting Limited and partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: The following resolution no. 4 is to be provided by the Bidding Company / Lead Member of the Consortium only]

4. **FURTHER RESOLVED THAT** MR/MS ……..be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

[Notes:

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

2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidding Company, each Member of the Bidding Consortium.

3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.]

Format 2

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

The Board, after discussion, at the duly convened Meeting on …… [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 / 2013, passed the following Resolution:

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 issuing an Undertaking to the BPC, in the format specified in the RFP issued by the BPC, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest …….percent (.... %) of the total equity share capital of **……. SPV [SPV is under incorporation]** representing the entire amount proposed to be invested by ……[insert the name of the Bidder or Member] for the said Project, in case of failure of ……[Insert the name of the Bidder or Member] to make such investment".

2. **FURTHER RESOLVED THAT** ,be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the BPC through ……[Insert name of Bidding Company/Lead Member of the Consortium] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

   Certified True Copy

   Company rubber stamp to be affixed

Note:

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

2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

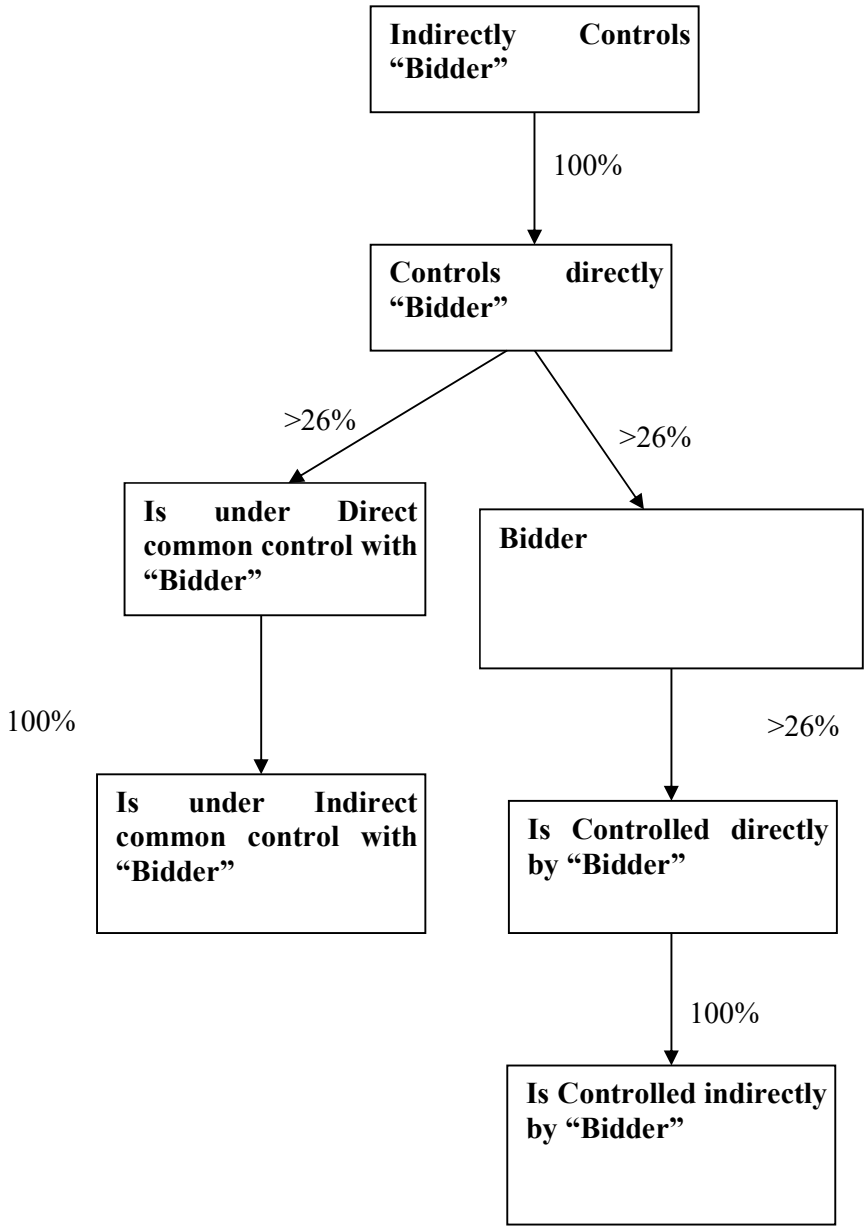
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

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

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from the Bidder	None
Bidder himself for 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1, 2, and 4 from the Bidder b) Format 2 of Annexure 11 by either Technically/ Financially Evaluated Entity(ies) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then Format 2 need not be provided.	Yes, by either Technically / Financially Evaluated Entity(ies) Affiliate(s) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and4 from the Bidder. b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and /or Parent and /or Ultimate Parent investing in the equity	None
Bidder himself + others (Affiliate and/or Parent Company	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

and/or Ultimate Parent) in aggregate holding 100% equity		b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and/or Parent and/or Ultimate Parent investing in the equity c) Format 2 of Annexure 11 by either Parent / Affiliate(s) whose credentials have been used and /or Ultimate Parent investing in the equity	

ANNEXURE 12 - FORMAT FOR ILLUSTRATION OF AFFILIATES



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

ANNEXURE 13 - FORMAT FOR DISCLOSURE

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

Date: ……

DISCLOSURE

We hereby declare that the following companies with which we/ have direct or indirect relationship are also separately participating in this Bid process as per following details

S. No.	Name of the Company	Relationship
1.		
2.		
3.		

In case there is no such company please fill in the column "name of the company" as Nil.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Certified as True

……..
(Signature)

Name:.....

Signature & Name of authorized signatory of the Company and Stamp

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

ANNEXURE 14 - FORMAT OF THE BID BOND

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

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

In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Intra-State transmission system for **Establishment of 400/220/132 kV AIS Latur** on build, own, operate and transfer basis, in response to the RFP dated …….. issued by PFC Consulting Limited , and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of …….....[Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____[Name of BPC] or its authorized representative at _____[Address of BPC] forthwith on demand in writing from _____[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore),on behalf of M/s…….[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including …… [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____ Crore). Our Guarantee shall remain in force until ……..[Date to be inserted on the basis of Clause 2.11 of this RFP]. _____[Name of BPC] or its authorized representative shall be entitled to invoke this Guarantee until …… [Insert Date, which is three sixty five days (365) days after the date in the preceding sentence]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from _____[Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to _____[Name of BPC] or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require _____[Name of BPC] or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against _____[Name of BPC] or its authorized representative in respect of any payment made hereunder.

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly _____[Name of BPC] or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by _____[Name of BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until …… [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of three hundred sixty five (365) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if _____[Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this…….. day of .....at……

Witness:

1……. Signature: ……..

Name and Address Name:…….

Designation with Stamp:

2. ……..
Name and Address

Signature ……..

Attorney as per power of attorney No.……

For:
…… [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this……day of…….. 20……..

Notes:

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

ANNEXURE 14 A - FORMAT OF THE SURETY BOND
FOR BID SECURITY FORMAT OF THE SURETY BOND
(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for _____[Name of Project] on build, own, operate and transfer basis, in response to the RFP dated _____ issued by _____[Name of BPC], and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of …… [Insert the name of the Bidder] as per the terms of the RFP, the [Insert name of Surety Insurer issuing the surety bond and address of Head Office] (hereinafter referred to as "Surety Insurer") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____[Name of BPC] or its authorized representative at _____[Address of BPC] forthwith on demand in writing from _____[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore) (the "Surety Bond"),on behalf of M/s……[Insert name of the Bidder].

This surety bond shall be valid and binding on the Surety Insurer up to and including …… [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Surety Insurer or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Surety Bond is restricted to Rupees _____ Only (Rs ____ Crore). The Surety Bond shall remain in force until ……..[Date to be inserted on the basis of Clause 2.11 of this RFP]. _____ [Name of BPC] or its authorized representative shall be entitled to invoke this Surety bond until …… [Insert Date, which is one hundred eighty (180) days after the date in the preceding sentence]. The Surety Insurer hereby expressly agrees that it shall not require any proof except for the written demand from _____ [Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Surety Insurer, in order to make the said payment to _____ [Name of BPC] or its authorized representative.

The Surety Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Surety Insurer shall not require _____ [Name of BPC] or its authorized representative to justify the invocation of this surety bond, nor shall the Surety Insurer have any recourse against _____ [Name of BPC] or its authorized representative in respect of any payment made hereunder.

This Surety Bond shall be interpreted in accordance with the laws of India.

The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein.

This Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety Insurer.

This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly _____[Name of BPC] or its authorized representative shall not be obliged before enforcing this Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by _____[Name of BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until …… [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of one hundred eighty (180) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if _____ [Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness where of:

Signature……..

Name: ……

Power of attorney No/ Employee No. as applicable.: ……..

For:

…… [Insert Name of the Surety-Insurance Company]
Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

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

ANNEXURE 14B - Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (to be submitted separately for each Project)

No. Date

…..... [Insert name of BPC]

Reg: M/s (insert name of the bidding entity) - Issuance of Payment on Order Instrument for an amount of Rs.

Dear Sir,

1. At the request of M/s.……. (Insert name of the bidding entity), this Payment on Order Instrument (POI) for an amount of Rs…… (Rupees (In words)) is being issued by M/s. (Insert Name of the POI issuing Agency) ('IREDA/REC/PFC'). This Payment on Order Instrument comes into force immediately.
2. In consideration of the ……. [Insert name of the Bidding Entity] (herein after referred to as 'Bidder') submitting the response to RFP issued by [Insert name of BPC] for the project …… [Insert name of the project] and [Insert name of BPC] considering such response to the RfP of M/s…….. [Insert the name of Bidding Entity] as per the terms of the RFP, the …….. [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to [Insert name of BPC] at [Insert Name of the Place from the address of the BPC] forthwith without demur on demand in writing from …… [Insert name of BPC] or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Insert amount not less than the bid bond value indicated in RFP] only, on behalf of M/s. [Insert name of the Bidding Entity].
3. In consideration of the above facts, IREDA/REC/PFC, having its registered office at …… agrees to make payment for the sum of Rs (in words ……) to …….. [Insert name of BPC] on the following conditions:

   (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from [Insert name of BPC] within the validity period of this letter as specified herein;

   (b) The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by them against [Insert name of BPC];

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired, and discharged by virtue of change in its constitution and specific liability under this POI shall be binding on its successors or assignors;

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/impaired/discharged by any extension of time or variation and alteration made, given or agreed with or without knowledge or consent of the parties ([Insert name of BPC] and Bidder), subject however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

(e) This Payment on Order Instrument can be invoked either partially or fully, till the date of validity;

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by [Insert name of BPC] made in any format within the validity period. IREDA/REC/PFC shall not require [Insert name of BPC] to justify the invocation of the POI against the Bidder, to make any claim against or any demand against the Bidder or to give any notice to the Bidder;

(g) The POI shall be the primary obligation of IREDA/REC/PFC and …….. [Insert name of BPC] shall not be obliged, before enforcing the POI, to take any action in any court or arbitral proceedings against the Bidder;

(h) The POI shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other changes in constitution of IREDA/REC/PFC;

(i) Neither the …….. [Insert name of BPC] is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against the …….. [Insert name of BPC] in respect of the payment made under this POI.

4. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to [Insert the date of validity of the POI as per Clause 2.11.1 of the RFP], with an additional claim period of three hundred and sixty-five (365) days thereafter and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs…….. and IREDA/REC/PFC shall in no case be liable for any interest, costs, charges, and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

5. In pursuance of the above, IREDA/REC/PFC and [Insert name of BPC] have signed an Umbrella Agreement dated …… setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to …….. [Insert name of BPC] and the said terms and conditions shall be read as a part of this POI issued for the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of
M/s……

(Name of the POI issuing agency)

( )

General Manager

Copy to

M/s……. as per their request

( )

General Manager

ANNEXURE 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 Maharashtra State Transmission Utility (STU) and ……_[Name of BPC], agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the……[Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Maharashtra State Transmission Utility (STU) at…… [Insert Place and Address of the Maharashtra State Transmission Utility (STU) indicated in TSA] forthwith on demand in writing from the Maharashtra State Transmission Utility (STU) any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees……Crores (Rs……..) only [Insert the amount of the bank guarantee] on behalf of M/s…… [Insert name of the Selected Bidder / SPV].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ……and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees …….. Crores (Rs……) only. Our Guarantee shall remain in force until…… [Insert the date of validity of the Guarantee as per Clause 2.12.1 of the RFP]. The Maharashtra State Transmission Utility (STU) shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Maharashtra State Transmission Utility (STU), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Maharashtra State Transmission Utility (STU).

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____[Name of SPV], …… [Insert name of the Selected Bidder], …… [Insert name of the TSP] and/or any other person. The Guarantor Bank shall not require the Maharashtra State Transmission Utility (STU) to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Maharashtra State Transmission Utility (STU) 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 Maharashtra State Transmission Utility (STU) shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against _____[Name of SPV] or the Selected Bidder, to make any claim against or any demand on _____[Name of SPV] or the Selected Bidder, as the case may be, or to give any notice to _____[Name of SPV] or the Selected Bidder, as the case may be, or to enforce any security held by the Maharashtra State Transmission Utility (STU) or to exercise, levy or enforce any distress, diligence or other process against ……_[Name of SPV] or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that the Maharashtra State Transmission Utility (STU) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees ……..Crores (Rs ……..) only and it shall remain in force until [Date to be inserted on the basis of Article 3.1.2 of TSA], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by…… [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Maharashtra State Transmission Utility (STU) serves upon us a written claim or demand.

In witness where of:

Signature……..

Name: ……

Power of attorney No.:……..

For:

…… [Insert Name of the Bank]
Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

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

ANNEXURE 15A to the RfP

(ISB for CPG)

FORMAT FOR SURETY INSURANCE CONTRACT

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

Foreign entities submitting Bids are required to follow the applicable law of India)

In consideration of the ..... [Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] (hereinafter referred to as the **'Principal Debtor'** for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal **('RFP')** and other RFP Project Documents, subject to the condition of providing a Performance Bank Guarantee or a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the Maharashtra State Transmission Utility [herein after referred to as the Nodal Agency], the [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as **"Surety")** hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at _____ [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely.....] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs.....) only [Insert the amount of the Surety Insurance Contract]

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency, and shall not be terminable by notice or any change in the constitution of the Surety or the term of the Transmission Service Agreement or by any other reasons whatsoever and the liability hereunder of the Surety shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed (with or without the knowledge or consent of the Surety) by or between the Principal Debtor and the Nodal Agency.

The liability of the Surety under this Surety Insurance Contract is restricted to Rupees ..... Crores (Rs) only. The Surety Insurance Contract shall remain in force until [Insert the date of validity of the Surety Insurance Contract]. The Nodal Agency shall be entitled to invoke this Surety Insurance Contract up to three hundred sixty five (365) days after the last date of the validity of this Surety Insurance Contract.

The Surety hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, containing the statement that the contractor has failed to meet its contractual obligations raised at the above mentioned address of the Surety (address of Surety office should be a place in NCR only) and the Surety shall pay the amount without reference to the Principal Debtor.

Any such demand made by the Nodal Agency on the Surety shall be conclusive and binding not withstanding any difference between the Nodal Agency and the Principal Debtor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenor (including Claim period) whichever is earlier.

The Surety shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection by the Principal Debtor, namely, ... [Insert name of SPV], or.....[Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person. The Surety shall not require the Nodal Agency to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Nodal Agency in respect of any payment made hereunder.

This SURETY INSURANCE CONTRACT shall be interpreted in accordance with the laws of India.

This SURETY INSURANCE CONTRACT is being executed by the Surety in terms of the IRDAI (Surety Insurance Contract) Guidelines, 2022 and the Surety hereby acknowledges, accepts and confirms that this Surety Insurance Contract shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

The Surety represents that this Surety Insurance Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety in the manner provided herein.

This SURETY INSURANCE CONTRACT shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety.

In order to give effect to this surety Bond, the Nodal Agency shall be entitled to act as if the surety insurer were the principal debtor and any change in the constitution of the contractor and/or the surety insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the surety insurer under this surety Bond.

This SURETY INSURANCE CONTRACT shall be a primary obligation of the Surety as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this Surety Insurance Contract to take any action in any court or arbitral proceedings against the Principal Debtor, namely, ... [Insert name of SPV], or ...[Insert name of the Selected Bidder], or .....[Insert name of the TSP] and/or any other person, as the case may be, to make any claim against or any demand on the Principal Debtor, namely, ...[Insert name of SPV], or ..... [Insert name of the Selected Bidder], or.....[Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to Principal Debtor, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or .....[Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

The Surety acknowledges that this Surety Insurance Contract is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement Provided that any such assignment shall be in compliance with the relevant provisions of the Insurance Act 1938

The Surety hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this Surety Insurance Contract either in part or in full, as it may deem fit. In case of invocation of this Surety Insurance Contract in part, besides making payment for the part of Surety Insurance Contract invoked, surety at the request of Nodal Agency shall amend the value of Surety Insurance Contract to the extent of balance amount.

The Surety undertakes not to revoke this Surety Contract during its currency, except with the previous express consent of the Nodal Agency in writing and declares and warrants that it has the power to issue this Surety Contract and the undersigned has full powers to do so

on behalf of the Surety

In witness where of:

Signature……

Name: ……

Power of attorney No/ Employee No. as applicable.: ……..

For:

……[Insert Name of the Surety-Insurance Company]
Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

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

ANNEXURE 15B to the RfP

(POI for CPG)

Format for Issuance of Payment on Order Instrument

Dear Sir,

1. Indian Renewable Energy Development Agency Limited ('IREDA")/PFC/REC has sanctioned a non-fund based limit loan of Rs. (Rupees..... Only) to M/s. ..... [Insert name of SPV or selected Bidder] under the Loan Agreement executed on ..... to execute Transmission System Projects.

2. In consideration of the .....[Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] for the purposes of this Payment on Order Instrument ("POI") having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the draft of the Model Transmission Service Agreement provided along with the Request for Proposal (,,RFP") and other RFP Project Documents, subject to the condition of providing a POI guaranteeing the due performance of the obligations under the Transmission Service Agreement to the Maharashtra State Transmission Utility ("Nodal Agency"), the.....[Insert name and address of the non-banking financial institutions(IREDA/PFC/REC) issuing the POI and address of the head office] (hereinafter referred to as **"Guarantor")** hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at ..... [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely **... ... .**] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Guarantor at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees ..... Crores (Rs) only [Insert the amount of Payment on Order Instrument]

3. At the request of .....and on behalf of M/s. ....., [Insert name of SPV or selected Bidder] this Payment on Order Instrument (POI) for an amount of Rs. ..... (Rupees .....) is being issued with IREDA/PFC/REC assuming the obligations to remit such amount to Nodal Agency from the sanctioned loan.

4. This Payment on Order Instrument comes into force immediately and IREDA/PFC/REC confirms that it has sufficient amount out of the sanctioned loan and shall maintain the required amount to pay under this Payment on Order Instrument, during the validity and claim period of this Payment on Order Instrument.

5. This POI has been issued by IREDA/PFC/REC utilizing the credit limit of M/s.....[Insert name of SPV or selected Bidder] IREDA/PFC/REC confirms that its liability to pay under this Payment on Order Instrument

shall be primary and independent of whether at the time of invocation of Payment on Order Instrument, the sanctioned funds are available or not and notwithstanding, the status of M/s_____[Insert name of SPV or selected Bidder] at the relevant time and to whether IREDA/PFC/REC is able to recover the amount advanced by it to the said developer.

6. IREDA/PFC/REC and M/s. …….[Insert name of SPV or selected Bidder] hereby acknowledges, accepts and confirms that this Payment on Order Instrument shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

7. IREDA/PFC/REC liability under this POI is restricted to Rupees Crores (Rs.....) only. This POI shall remain in force until..... [Insert the date of validity of the POI]. The Nodal Agency shall be entitled to invoke this POI up to three hundred sixty-five (365) days after the last date of the validity of this POI. This POI shall be extended from time to time for such period, as may be desired by the TSP.

8. The Guarantor hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, raised at the above- mentioned address of the Guarantor (address of Guarantor office should be in NCR only) and the Guarantor shall pay the amount to the Nodal Agency without reference to the TSP.

9. Any such demand made by the Nodal Agency on the Guarantor shall be conclusive and binding not withstanding any difference between the Nodal Agency and the TSP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Guarantor undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the POI herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenure or (including Claim period) whichever is earlier.

10. The Guarantor shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection or disputes raised by the TSP, namely,..... [Insert name of SPV], or [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person. The Guarantor shall not require the Nodal Agency to justify the invocation of this POI, nor shall the Guarantor have any recourse against the Nodal Agency in respect of any payment made hereunder.

11. This POI shall be interpreted in accordance with the laws of India.

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

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

14. This POI Contract shall be a primary obligation of the Guarantor as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this POI Contract to take any action in any court or arbitral proceedings against the TSP, namely, ... [Insert name of SPV], or..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be to make any claim against or any demand on the TSP, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to TSP, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the TSP, namely, ... [Insert name of SPV], or ……. [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

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

16. The Guarantor hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this POI Contract either in part or in full, as it may deem fit. In case of invocation of this POI Contract in part, besides making payment for the part of POI Contract invoked, Guarantor at the request of Nodal Agency shall amend the value of POI Contract to the extent of balance amount.

IN WITNESS WHERE OF the non- banking financial institutions through its authorized officer, has set its hand and stamp on this……. day of……..at……

Signature…….. Name:

…… Power of attorney No.:

…….. For:

….....[Insert Name of the non- banking financial institutions Company]

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

ANNEXURE 16 – FORMAT OF CHECKLIST FOR TECHNICAL BID SUBMISSION REQUIREMENTS

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

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

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

Technical Bid Submission Requirements		Response (Yes / No)
21.	Bidders Undertaking and details of Equity Investment	
22.	Proof of Payment of RFP Fees	
23.	Bid Bond/ Bid Security Declaration (As applicable)	
24.	Board Resolution as per Annexure 11 (If required)	

[**Note:** The checklist is not exhaustive. Bidders are required to submit all the information/documents as per requirement of RFP]

For and on behalf of Bidder

M/s. ……

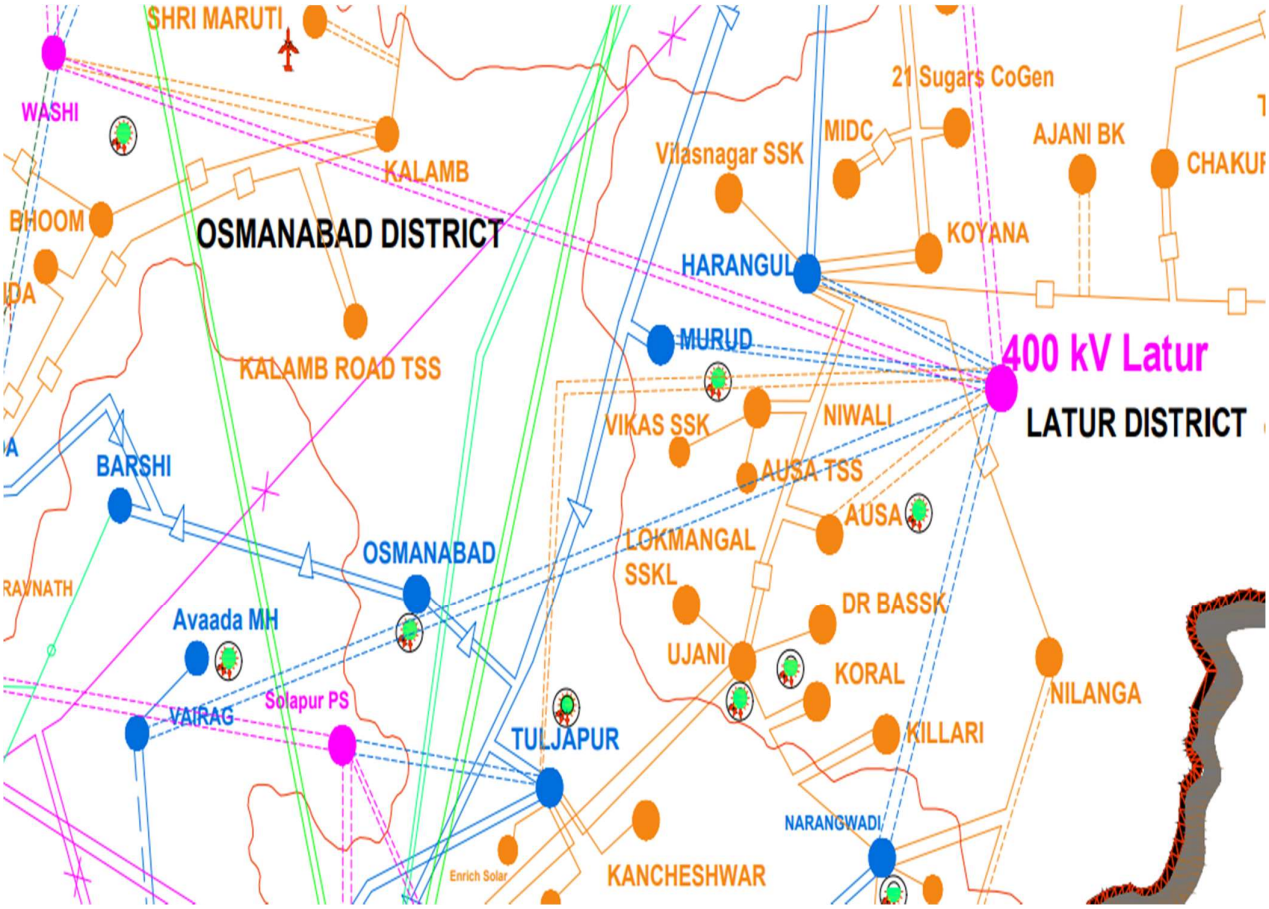
……..
(Signature of authorized signatory)

ANNEXURE 17 – LIST OF BANKS

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

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

ANNEXURE 18 - GRID MAP OF THE PROJECT



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

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

Signature ……

Name……..

For

Bidder's Rubber Stamp and Full Address.

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

ANNEXURE 20 - LIST FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1: TRANSMISSION SERVICE AGREEMENT (Provided separately)

ENCLOSURE 2: SHARE PURCHASE AGREEMENT (Provided Separately)

…….

[To be inserted by the BPC]

ANNEXURE 21 - FORMAT FOR FINANCIAL BID

[To be uploaded online]

Quoted Transmission Charges …….

Notes

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

ANNEXURE 22 – FORMAT FOR AFFIDAVIT

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

AFFIDAVIT

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

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

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

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

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

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

…….
Signature and Name of the authorized signatory of the Company Bidding Company / Lead Member of the Bidding Consortium

…….
(Signature of Notary Public)

Place:……
Date:……

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

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

ANNEXURE A
Technical Details with respect to electronic bidding

Registration Methodology

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

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

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

i. Self-attested Income Tax PAN Card. In case of a registered Company or Firm, the Firm's PAN card and in case of a proprietorship firm, proprietor's personal PAN card is required. In case of partnership firm, PAN of the firm and that of the authorized partner are to be submitted.

ii. Copy of the confirmation email Letter received from MSTC after successful completion of on-line registration.

iii. A non-refundable registration fee of Rs.10,000/- plus GST as per applicable rate to be paid online. The account details will be available in the System generated email sent by MSTC post registration.

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

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

tsp@mstcindia.co.in

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

Contact persons of MSTC Limited:

Ms. Archana Juneja
9990673698

Mr. Setu Dutt Sharma
7878055855

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

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

ANNEXURE B
Draft Pre-Award Integrity Pact

1. GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on …….. day of the month of …… 20……, between, on one hand, ……. [Insert name of BPC] through Shri …….. [Insert Name & designation of representative of BPC] (hereinafter called the "Bid Process Coordinator/ BPC", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s …… represented by Shri …….. [Insert Name & Designation of Authorized Signatory of the Bidder/ Lead Member of Consortium] (Hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project "Establishment of 400/220/132 kV AIS Latur "on build, own, operate and transfer (BOOT) basis and to provide Transmission Service.

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

NOW, THEREFORE,

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

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

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

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

2. Commitments of BPC

2.1. The BPC undertakes that no official of the BPC, connected directly or indirectly with the bidding process, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the bidding process in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

2.3. All the officials of the BPC will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the BPC with the full and verifiable facts and the same is prima facie found to be correct by the BPC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BPC and such a person shall be debarred from further dealings related to the bidding process. In such a case while an enquiry is being conducted by the BPC the proceedings under the bidding process would not be stalled.

3. Commitments of Bidder

3.1. The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre award stage in order to emerge as Selected Bidder or in furtherance to secure it and in particular commits itself to the following:-

3.2. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the bidding process in exchange for any advantage in the bidding, evaluation, contracting and implementation of the bidding process.

3.3. 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 disfavor to any person in relation to the bidding process or any other contract with the Government.

3.4. The Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.

3.5. The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid.

3.6. The Bidder further confirms and declares to the BPC that the Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BPC or any of its functionaries, whether officially or unofficially for selection of Bidder as TSP, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.7. 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.

3.8. The Bidder will not collude with other parties interested in the bidding process to impair the transparency, fairness and progress of the bidding process.

3.9. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.10. 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.

3.11. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BPC.

4. Previous Transgression

4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the bidding process.

4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Bid Bond (Security Deposit)

5.1. Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs…… (as per the amount specified in Request for Proposal (RFP) Document) issued by any Banks from the list provided in RFP Document as Earnest Money/Security Deposit, with the BPC.

5.2. The Earnest Money/Security Deposit shall be valid & retained by the BPC for such period as specified in the RFP Document.

5.3. No interest shall be payable by the BPC to the Bidder on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BPC to take all or anyone of the following actions, wherever required:-

(i) To immediately call off the pre-award negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

(ii) The Bid Bond (in pre-award stage) shall stand forfeited either fully or partially, as decided by the BPC and the BPC shall not be required to assign any reason therefore.

(iii) To immediately cancel the award, if already awarded, without giving any compensation to the Bidder.

(iv) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BPC resulting from such cancellation/rescission.

(v) To debar the Bidder from participation in any tender or RFP issued by any BPC for an indefinite period.

(vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the award.

6.2 The BPC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vi) of this Pact also on the Commission by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BPC to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

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).

Shri Sanjiv Garg IRTS (Retd.)
A-14/1, Vasant Vihar,
New Delhi-110057
Mob No – 9818798390
Email ID- sanjivgarg.iem@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

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BPC.

7.6 The Bidder 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.

7.8 The Monitor will submit a written report to the designated Authority of the BPC/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BPC / Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BPC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BPC.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and upto 6 months from the date of transfer of project specific SPV i.e. signing of Share Purchase Agreement with BPC. In case Bidder is unsuccessful, this Integrity Pact shall expire after 15 days from the date of transfer of project specific SPV to successful bidder.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The Parties hereby sign this Integrity Pact at_____ on _____.

Bid Process Coordinator (BPC)	**BIDDER**
Name of the Officer Designation Name of the BPC with address	Name of Whole time Director/Authorized Signatory Name of the Bidder with address
Witness:	Witness:
1._____	1._____
2. _____	2. _____

ANNEXURE- C

SPECIFIC TECHNICAL REQUIREMENTS OF TRANSMISSION SYSTEM

A. SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

A.1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time. Other CEA Regulations/guidelines as amended up to date, 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 For power line crossings, following should be followed:

a) Under crossing of the existing transmission line of same Voltage shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical Inspector, CEA with detailed study ensuring that all statutory electrical clearances and Electric Field limit of 10 kV/m at 1 m and 1.8 m from ground level is not violated.

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

c) For power line crossing of 132kV and 220kV (or 230kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

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

e) For crossing of railway track, 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: -

(a) For all 400 kV lines under present scope

Type of conductor: ACSR / AAAC / AL59

Transmission line	**ACSR Conductor specified**	**EquivalentAAAC conductor based on 53% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
400 kV D/C (Quad Bundle) transmission lines	**Moose: Stranding** 54/3.53mm-Al + 7/3.53 mm- Steel, 31.77 mm diameter 528.5 mm^2, Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552	**Stranding details:** 61/3.55(61/3.66) mm 31.95 (32.94) mm diameter; 604 (640) mm^2 Aluminium alloy area	**Stranding details:** 61/3.31mm 29.79 mm diameter; 525 mm^2 Aluminium alloyarea Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS:	457 mm

Transmission line	ACSR Conductor specified	EquivalentAAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
	Minimum UTS: 161.20 kN	Maximum DC Resistance at 20°C (Ω/km): 0.05506 (0.0534) Minimum UTS: 159.80 (178.43) kN	124.70 kN	

(b) For all 200 kV lines under present scope

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	Stranding Details: 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminum alloy area	Stranding Details: 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area	NA

(c) For all 132 kV lines under present scope

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
132 kV D/C (Panther) transmission lines	**Panther : Stranding** 30/3.0mm-Al + 7/3.0 mm- Steel, 21.00 mm diameter 212.05 sq mm, Aluminium area,	**Stranding details:** 37/3.15mm, 22.05mm diameter;	**Stranding details:** 37/3.08 mm, 21.56 mm diameter; 275.66 sq. mm, Aluminium alloy area	NA

	Maximum DC Resistance at 20°C (Ω/km): 0.1390 Minimum UTS : 89.67 kN	288.3 sq. mm, Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.1182 Minimum UTS : 84.71 kN	Maximum DC Resistance at 20°C (Ω/km) : 0.1075 Minimum UTS : 66.47 kN	

Note:

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

A.8.0 The required phase to phase spacing and horizontal spacing for 765 kV and 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 765 kV and 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 765 kV line shall not be less than 15 m and for 400 kV line 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:

(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

(iii) Minimum ground clearance for 400kV line: 8.84 m

(iv) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0 m

II. Minimum live metal clearances for 220 kV line:

(i) Under stationary conditions

From tower body: 2.13 m

(ii) Under swing conditions

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

a) Swing angle (30º)	1.83 m
b) Swing angle (45º)	1.675 m

(iii) Minimum ground clearance: 7.015 m

(iv) Minimum mid span separation between earth-wire and conductor: 8.5 m

III. Minimum live metal clearances for 132 kV line:

(i) Under stationary conditions

From tower body: 1.53 m

(ii) Under swing conditions

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

(iii) Minimum ground clearance: 6.1 m

(iv) Minimum mid span separation between earth-wire and conductor: 6.1 m

A.10.0 Shielding angle shall not exceed 20 deg for 400 kV D/C Line transmission line and shall not exceed 30 deg for 220 kV & 132 kV transmission lines.

A.10.01 Transposition is to be done for all transmission lines whose length is greater than 100 km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions. Transposition of the transmission line after construction of LILO shall be maintained by developer.

A.11.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 Kv, 50kA for 1sec for 220kV & 40kA for 1 sec for 132kV.

A.12.0 In case of 400 kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard 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.

A.16.0 Wherever, transmission lines are passing through cyclone prone areas i.e. areas upto 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 3km instead of conventional practice of 15 spans or 5km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.17.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m^2 of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5mm 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 330kg/m^3.

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

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

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

A.18.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least above HFL (High Flood Level) or the historical water stagnation/ logging level (based on locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher).

A.19.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to STU/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.

B. SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed **400/220/132 kV Latur Substation** shall be conventional Air Insulated Switchgear (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.

LOCATION DETAILS OF EXISTING / PROPOSED SUBSTATIONS:

a) 400/220/132 kV AIS Latur(Proposed) - New substation which is to be implemented under present scheme. : Lattitude-18º 11'13.96" N, Longitude-76º 24'23.67"E
b) 400 kV Harangul (Existing) : Lattitude-18°23'15"N , Longitude-76°30'01"E
c) 220 kV Murud (Existing) : Latitude-18°24'04"N ,Longitude-76°13'40"E
d) 220 kV Vairag (Existing): Latitude-18°03'05"N ,Longitude-75°46'36"E
e) 220 kV Narangwadi (Existing) : Latitude-17°59'10"N ,Longitude-76°35'04"E
f) 220 kV Tuljapur(Existing) :Latitude-17°57'13"N ,Longitude-76°01'36"E
g) 132 kV Ausa(Existing): Latitude-18°15'28"N ,Longitude-76°30'51"E

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.*

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

B.1.0 Salient features of Substation Equipment and Facilities

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

B.1.1 Insulation Coordination

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

Sl. No.	Description of parameters	400/220/132 kV AIS Latur		
		400 kV System	**220 kV System**	**132 kV System**
1	System operating voltage	400 kV	220 kV	132 kV
2	Maximum voltage of the system (rms)	420 kV	245 kV	145 kV
3	Rated frequency	50 Hz	50 Hz	50 Hz
4	No. of phase	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	650 kVp 650 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp	460 kVp	-
iii)	One minute power frequency dry withstand voltage (rms)	630 kV		
6	Corona extinction voltage	320 kV	156KV rms	105 KV rms
7	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volts at 266 kV rms	1000 micro- volts at 156 kV rms	1000 micro- volts at 266 kV rms
8	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)	4495 mm (31 mm/kV)
9	Minimum creepage distance for switchyard equipment	10500 mm (25 mm/kV)	6125 mm (25 mm/kV)	3625 mm (25 mm/kV)
10	Max. fault current	63 kA	50 kA	40 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	220 kV	132 kV
400/220/132 kV AIS Latur	One and Half breaker	Double Main and Transfer	Double Main and Transfer

Notes: -

i) *For one and half breaker switching scheme, any double circuit line consisting of two numbers of 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 2 (two) numbers of feeders.

iv) Connection arrangement of Switchable Line reactors shall be such that it can be used as Line reactor as well as Bus reactor with suitable NGR bypass arrangement.

v) Space for 400 kV, 220 kV & 132 kV future line bays shall be kept considering provision of switchable line reactors.

vi) TSP shall plan distribution of line and transformer feeders to bus bar in such a way that all power can be evacuated successfully without crossing thermal limit at any point of bus-bar.

vii) For AIS type substation, TSP shall keep space provisions for future elements such that interconnection arrangement to the corresponding future bays can be done with overhead AIS type connection without any cable/ GIS duct.

viii) **400/220/132 kV AIS Latur**

400 kV bay configurations (one and half breaker scheme) shall be as follows:

Configuration	Numbers
ICT - Tie- Line	*2(two)*
*ICT - Tie- Future space for line**	*4(four)*
*Bus Reactor-Tie- Future space **	*1(one)*
Future space for ICT- Tie- Future space for line**	*2(two)*

220 kV bay configurations (double main & transfer bus scheme) shall be as follows:

Configuration	***Numbers***
Main Bus-I	
a) ICT Bay	*2(two)*
b) line bays	*4 (four)*
*c) Future space for line bays **	*3(three)*
Main Bus-II	
d) ICT Bay	*1 (one)*
*e) Future space for ICT Bay**	*1 (one)*
f) line bay	*4(four)*
*g) Future space for line bays **	*3(three)*

132 kV bay configurations (Double Main & transfer bus scheme) shall be as follows:

Configuration	***Numbers***
Main -I	
a) ICT Bay	*2 (two)*

Configuration	*Numbers*
b) line Bays	*2 (two)*
c) Future space for line bays)*	*3(three)*
Main –II	
d) ICT Bay	*1 (One)*
*e) Future space for ICT Bay**	*1 (One)*
f) line Bays	*2 (two)*
*g) Future space for line bays**	*3(three)*

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

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

Sl. No	Description of bay	400/220/132 kV AIS Latur		
		400 kV	220 kV	132 kV
1	Bus Bar	4000 A	3000 A	3000 A
2	Line bay	3150 A	1600 A	2000 A
3	ICT bay	3150 A	1600 A	2000 A
4	Reactor bay	3150 A	N/A	N/A
5	Bus Sectionaliser bay	N/A	3000 A	3000 A
6	Bus Coupler Bay	N/A	3000 A	3000A
7	Transfer Bus coupler bay	N/A	1600A	3000 A

B.2.1 Power Transformers

B.2.1.1 Autotransformer

500 MVA, 400 /220 kV and 315 MVA, 400/132 kV, 3-Phase Auto Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

B.2.2 Shunt Reactors

B.2.2.1 420 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 available on CEA website.

B.2.3 400 kV, 220 kV & 132 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. The rated break time shall not exceed 40 ms for 400 (420) kV circuit breakers, 60 ms for 220 kV &132 kV circuit breakers. 400 (420) kV and 220 kV Circuit breakers shall be provided with single phase and three phase auto reclosing. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. 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. 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 Circuit breakers of switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers of voltage class 400 kV and above.

B.2.3.2 Isolators (AIS)

The isolators shall comply to IEC 62271-102 in general. 400 kV, 220 kV and 132 kV Isolator design shall be double break or vertical break or knee-type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400 kV, 220 kV & 132 kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 400 kV shall have six (five for 400 kV) cores (four for protection and two for metering) and 220 kV & 132 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. 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 20VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 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. 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 whereas the Capacitance of CVT for 765 kV shall be 8800 pF. 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 gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/kV, 12 kJ/kV conforming to IEC 60099-4 in general shall be provided for 400 kV, 220 kV & 132kV systems respectively . 336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type Surge Arresters with thermal energy (Wth) of minimum 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 220 kV systems respectively. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances, near transformers and reactors so as to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4 Protection Relaying and Control System

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

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

a) Transmission Lines Protection

400 kV and 220 kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 400 kV and 220 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are ofdifferent hardware and manufacturing platform or different principle of operation. 132kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 132 kV lines shall also have independent back up over current & earth fault protection.

However, Line Current Differential relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 400 kV & 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. 132kV lines should not have

auto-reclosing facility. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV, 220 kV & 132 kV lines shall also be provided with two stages over voltage protection. 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,220 kV & 132 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

(400/220 kV ICTs and 220/132 KV ICTs shall have two differential protection relays. The second differential relay shall be provided on IV side C&R panel to avoid congestion on HV side C&R panel. The differential relay shall have different make and algorithm.)

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up 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, protection against high oil and winding temperature and pressure relief device etc.

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

c) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential protection.

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up impedance protection

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

d) Bus bar Protection

The high-speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV, 220 kV & 132 kV buses. Duplicated bus bar protection is envisaged for 765 kV 400 kV & 220 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays shall also be provided.

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

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners. In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

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

e) Local Breaker Back up Protection

This shall be provided for each 400 kV, 220kV and 132 kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

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

B.2.5 Substation Automation System

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 400 kV, 220 kV & 132 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the Relay 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 operation and monitoring of the complete substation including proposed future bays/elements.

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

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

Necessary gateway 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.

a) Time synchronization equipment

Time synchronization equipment complete in all respect including antenna, cable, processing equipment required to receive time signal through GPS or from National Physical Laboratory (NPL) through INSAT shall be provided at new substations. This equipment shall be used to synchronize SAS 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 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 STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by SLDC 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 DISCOM for energy accounting.

ii) 2 sets of 220V 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. 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) 415V 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 No.
(f) 48 Volt DC distribution board – 2 No.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present andfuture 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 and minimum 500 kVA for substations with highest voltage rating as 765 kV) shall be provided for emergency applications.

v) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).

vi) For substation extensions, existing facilities shall be augmented as required.

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 Standard Specification and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class) as amended up to date available on CEA website.

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

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

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

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

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

B.4 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad for 400 kV) and Twin conductor for 220 kV lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 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 complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL).

g) All electrical equipment shall be installed above the Highest Flood Level 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 (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022/CEA Manual on Transmissions Planning criteria 2023, Line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

C. SPECIFIC TECHNICAL REQUIREMENT FOR COMMUNICATION

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

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

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

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

The complete InSTS communication system commissioned by TSP under the RFP shall be the asset of InSTS and shall be available for usage of InSTS requirements as suggested by Maharashtra STU/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 AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level

i) TSP shall supply, install and commission One or more nos. of FODP (96F or higher) Fiber capacity along with panel and approach Cable (48F each) with all associated hardware fittings from gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.

h) TSP shall supply, install and commission one or more STM-16 (FOTE) equipment along with panel/s supporting minimum Eleven (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 Harangul (Existing), Washi (Existing), Murud ,Vairag

(Existing), Narangwadi (Existing), Tuljapur(Existing) & Ausa. The suitable DC Power Supply and backup to be provided for communication equipment.

ii) FODP and FOTE equipment with panels shall be provided in Control Room of 400/220/132 kV AIS Latur. FOTE and FODP Equipment can be accommodated in same panel to optimize space.

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

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 including FOTE, FODP, PMU, approach cable, DCPS along with Battery Bank and Firewall shall be the responsibility of TSP.

C.2.0 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)

i) On 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed), TSP shall supply, install and commission One (1) no. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install OPGW cables from gantry of 400/220/132 kV AIS Latur up to the gantry of 400 kV Washi (Proposed) with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at 400/220/132 kV AIS Latur . The transmission line length for 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) is 65 kms (approx.) where repeater may not be required to meet the link budget requirement of 765 kV 2xD/C line from 400/220/132 kV AIS Latur to 400 kV AIS Latur (Proposed) link.

However, TSP shall finalize the requirement and location of repeater station depending upon the actual site conditions. Further TSP shall comply to the requirements mentioned as per **Appendix-F.1**

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

C.3.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Harangul (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 35 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Harangul (Existing) link.

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

C.4.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Murud (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 20 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Murud (Existing) link.

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

C.5.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Vairag (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 60 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Vairag (Existing) link.

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

C.6.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Narangwadi (Existing)up to the gantry of 400/220/132 kV AIS Latur 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 40 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Narangwadi (Existing) link.

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

C.7.0 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each)

i) On 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Tuljapur (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 40 km (approx.), where repeater may not be required to meet the link budget requirement of 132 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Tuljapur (Existing) link.

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

C.5.0 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)

i) On 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa, TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 132 kV Ausa up to the gantry of 400/220/132 kV AIS Latur 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 40 km (approx.), where repeater may not be required to meet the link budget requirement of 132 kV D/C line from 400/220/132 kV AIS Latur to 132 kV Ausa link.

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

C.5.0 4 Nos of 765 kV line bays at 400/220/132 kV AIS Laturfor termination of 765 kV 2x D/C Line from 400/220/132 kV AIS Laturto 765kV AIS Kandalgaon (Proposed).

i) TSP shall supply, install & commission One or more nos FODP (144F or higher) along with panel and required Approach Cable (48F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

ii) TSP shall supply, install & commission One STM-16 (FOTE) equipment along with panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection – 1+1) with necessary interfaces to meet the voice and data communication requirement between 400/220/132 kV AIS Laturand 765kV AIS Kandalgaon (Proposed). 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 765kV AIS Kandalgaon (Proposed) 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.

iv) 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).

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

vi) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the communication equipment and software thereof including FOTE, PMU, FODP, approach cable, DCPS along with Battery Bank shall be the responsibility of TSP.

Annexure-F.1

Next Generation Firewall (NGFW)

TSP shall provide 2 Nos. Next Generation Firewalls (NGFW); one No. Main and one No. 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).

Minimum 16 Nos. of ports/interfaces in each firewall (i.e. Main and Standby). TSP can use 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:

1. Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) and Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.
2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and UDP packets. It shall have the provision to define application control list based on application group and/or list.
3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching
4. Firewall shall have Management Console port to configure remotely.
5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
6. Firewall shall be rack mounted in existing standard equipment cabinets.
7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.
9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.
10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.
11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.

12. Firewall shall have the capability to configure sufficient number of VLANs.
13. Firewall shall have the capability to support sufficient number of sessions.
14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 Nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps
15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.
17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
18. Shall support simultaneous operation with both IPv4 and IPv6 traffic
19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization
20. Firewall shall have the features of port as well as MAC based security
21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.
23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

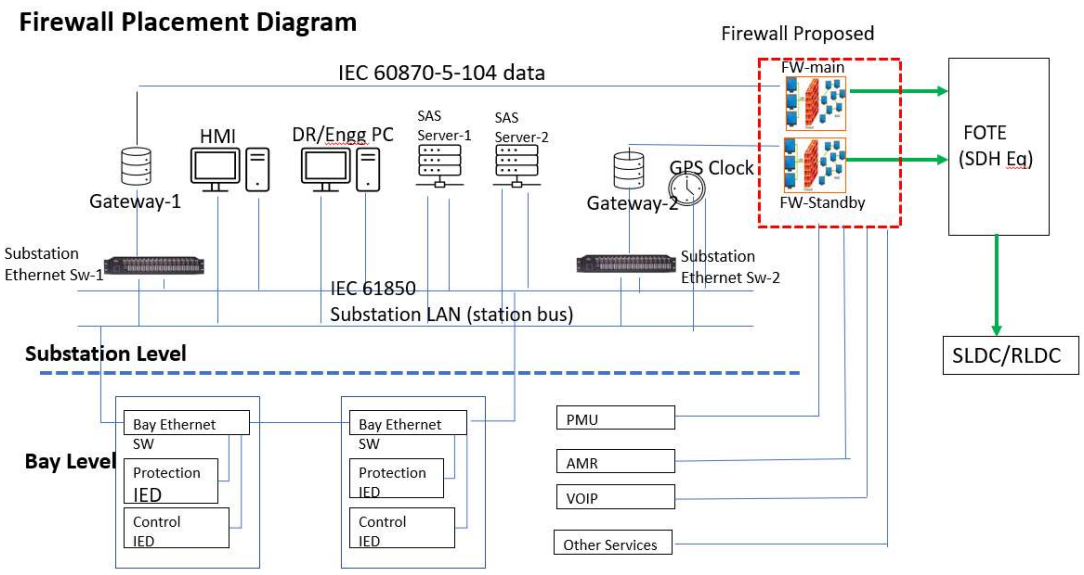

Firewall Placement Diagram
Firewall Proposed
IEC 60870-5-104 data
FW-main
FW-Standby
FOTE
(SDH Eq)
HMI
DR/Engg PC
SAS
Server-1
SAS
Server-2
GPS Clock
Gateway-1
Gateway-2
Substation
Ethernet Sw-1
Substation
Ethernet Sw-2
IEC 61850
Substation LAN (station bus)
SLDC/RLDC
Substation Level
Bay Level
Bay Ethernet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

Figure F.2

Annexure F.3

C.5.0 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 protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele- protection in addition to one channel for speech plus data for each direction. The PLCC equipment shall in brief include the following: -

i) Coupling device, Coupling Filters, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.

ii) 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 centers (RLDC/SLDC) etc.

iii) Coupling devices shall be suitable for phase to phase coupling for 765 kV and 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.

iv) 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.

v) 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.

vi) 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. CVT and Wave trap for all the line bays under present scope shall be provided by TSP.

vii) TSP shall provide/ undertake necessary addition/ modification/ shifting/ re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).

viii) PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines under present scope:

Sl. No	Line name	PLCC configuration
1	400 kV D/C line from 400 kV AIS	1 set Analog PLCC + 1 set Digital Protection

	Latur to 400 kV Washi (Proposed)	Coupler for each circuit at both ends.
2	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
3	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
6	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends. .
7	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.

ix) Further, CVT and Wave trap for all 400 kV, 220 kV & 132 kV line bays under present scope shall be provided by TSP.

x) All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.

xi) Two (2) sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required.

Amendment – 1 dated 17.12.2025 to
RFP documents for Selection of Bidder as Transmission service provider for
"Establishment of 400/220/132 kV AIS Latur"

Sr.No	Clause No.	Existing Clause	New/Revised Clause
1.	REQUEST FOR PROPOSAL	All the relevant clauses of RFP, TSA and SPA "SPV [which is under incorporation]" …….	All the relevant clauses of RFP, TSA and SPA **"LATUR REZ TRANSMISSION LIMITED"**

Corrigendum – 1 dated 17.12.2025 to
RFP documents for Selection of Bidder as Transmission service provider for
""Establishment of 400/220/132 kV AIS Latur""

Sr.No	Clause No.	Existing Clause	Corrected Clause
1.	**All relevant clauses of RfP & TSA**	Receipt and opening of Bid: The Bid must be uploaded online through the electronic bidding platform on or before 15:00 hours (IST) on 06/01/2026. Technical Bid will be opened by the Bid Opening Committee on the same day at 15:30 hours (IST) in the office of Chief Engineer (Maharashtra STU), Mumbai, ….	Receipt and opening of Bid: The Bid must be uploaded online through the electronic bidding platform on or before 15:00 hours (IST) on **07/01/2026**. Technical Bid will be opened by the Bid Opening Committee on the same day at 15:30 hours (IST) in the office of Chief Engineer (Maharashtra STU), Mumbai, ….

PFC CONSULTING LTD.
150 YEARS OF CELEBRATING THE MAHATMA
पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)
CIN U74140DL2008GOI175858

Ref.No.: 01/25-26/ITP-114 **December 17, 2025**

To,
Mr. Anoop Vijay Vargiya,
AGM – BD & Tendering,
Montecarlo Limited,
Montecarlo House,
Sindhu Bhavan Road, Bodakev,
Ahmedabad, Gujarat – 380058

E-mail: bdl@mclindia.com

Subject: Independent Transmission Project "Establishment of 400/220/132 kV AIS Latur" - Regarding issue of Corrigendum & Amendment.

Dear Sir,

1. This has reference to the RfP document issued for the Transmission Project " **Establishment of 400/220/132 kV AIS Latur**" on 04.11.2025.

2. Corrigendum-1 & Amendment-1 to the RFP documents is enclosed for your information and necessary action.

Thanking You,

Yours faithfully

(Bibhuti Giri)
DGM

Encl.: As above

PFC Consulting Limited

(A wholly owned subsidiary of PFC Ltd.)

Sub: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) "Establishment of 400/220/132 kV AIS Latur"

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **January 07, 2026 till 15:00 hrs (IST) to January 21, 2026 till 15:00 hrs (IST).** The RFP (Technical) Bids will be opened on same day i.e. **January 21, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Establishment of 400/220/132 kV AIS Latur AIS, MSETCL"**.

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **January 21, 2026 till 15:00 hrs (IST)** to **February 04, 2026 till 15:00 hrs (IST).** The RFP (Technical) Bids will be opened on same day i.e. **February 04, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) "**Establishment of 400/220/132 kV AIS Latur**".

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **February 04, 2026 till 15:00 hrs (IST) to February 18, 2026 till 15:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **February 18, 2026 at 15:30 hrs (IST)**.

PFC Consulting Limited

Sl No	Clause No.	Existing Provisions	Revised Provisions
1.	**Relevant Clauses of RfP and TSA**	All the relevant clauses of RFP, TSA and SPA "SPV [which is under incorporation]"	All the relevant clauses of RFP, TSA and SPA "SPV [which is under incorporation]" in the subject RFP, TSA and SPA may be read as "**LATUR REZ TRANSMISSION LIMITED**"
2.	**Clause No A.9.0 of RfP and TSA**	**…** **I.** Minimum live metal clearances for 400 kV line: … **II.** Minimum live metal clearances for 220 kV line: (i) … (ii) … (iii) … (iv) … **III.** Minimum live metal clearances for 132 kV line: (i) … (ii) … (iii) … (iv) …	**…** **I.** Minimum live metal clearances for 400 kV line: … **II.** Minimum live metal clearances for 220 kV line: (i) … (ii) … (iii) … (iv) … **(v) However, the phase spacing for 220 kV D/C Line shall be not less than 5.0 m** **III.** Minimum live metal clearances for 132 kV line: (i) … (ii) … (iii) … (iv)… **(v) However, the phase spacing for 132 kV D/C Line shall be not less than 4.0 m**

3. **Clause No A.7.0 of RfP and TSA**

....

(b) For all 200 kV lines under present scope

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	Stranding Details: 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminum alloy area	Stranding Details: 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area	NA

....

(b) For all 200 kV lines under present scope

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductorSpacing
220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter **Maximum DC Resistance at 20°C (Ω/km): 0.06868 Minimum UTS: 130.32 kN**	Stranding Details: 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminum alloy area **Maximum DC Resistance at 20°C (Ω/km): 0.06815 Minimum UTS: 135.60 kN**	Stranding Details: 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area **Maximum DC Resistance at 20°C (Ω/km): 0.0653 Minimum UTS: 108 kN**	NA

4. **B.1.1 Insulation Coordination**

Sl.	Description of parameters	765/400/220 kV AIS Kandalgaon		
		765 kV System	**400 kV System**	**220 kV System**
1.	…	…	…	…
2.	…	…	…	…
3.	…	…	…	…
4.	…	…	…	…
5.	…	…	…	…
i)	…	…	…	…
ii)	…	…	…	…
iii)	One minute power frequency dry withstand voltage (rms)	960 kV	650 kV	
6.	…	…	…	…
7.	…	…	…	…
8.	…	…	…	…
9.	…	…	…	…
10.	…	…	…	…
11.	…	…	…	…

Sl.	Description of parameters	765/400/220 kV AIS Kandalgaon		
		765 kV System	**400 kV System**	**220 kV System**
1.	…	…	…	…
2.	…	…	…	…
3.	…	…	…	…
4.	…	…	…	…
5.	…	…	…	…
i)	…	…	…	…
ii)	…	…	…	…
iii)	One minute power frequency dry withstand voltage (rms)	**830 kV**	**630 kV**	
6.	…	…	…	…
7.	…	…	…	…
8.	…	…	…	…
9.	…	…	…	…
10.	…	…	…	…
11.	…	…	…	…

5.	**Relevant Provisions of RFP & TSA**	**SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION** TSP shall supply, install & commission Firewall in redundant mode (1+1) in line with the specification attached at Annexure F.1.	**SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION** TSP shall **deploy Cyber Security System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation, from its date of publication/ notification and their amendments thereof.**
6.	**Relevant Provisions of RFP & TSA**	**SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION** The maintenance of all the communication equipment and software thereof including FOTE, FODP, PMU, approach cable, DCPS along-with Battery Bank & Firewall shall be the responsibility of TSP.	**SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION** The maintenance of all the communication equipment and software thereof including FOTE, FODP, PMU, approach cable, DCPS along with Battery Bank & **Cyber Security System** shall be the responsibility of TSP.
7.	**Relevant Provisions of RFP & TSA**	**SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION** Annexure-F.1 Next Generation Firewall (NGFW) TSP shall provide 2 NGFW one in Main & another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE & SAS gateway/s at the substation. All ethernet based applications shall be terminated in the firewall ports directly (e.g. PMU, AMR, VOIP, SAS/SCADA etc.). Each port of firewall shall work as a separate zone. Firewall shall be hardware based with features of Block/Allow/drop and IPSec VPN (network encryption).	**SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION** **Deleted** ~~Annexure-F.1~~ ~~Next Generation Firewall (NGFW)~~ ~~TSP shall provide 2 NGFW one in Main & another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE & SAS gateway/s at the substation. All ethernet based applications shall be terminated in the firewall ports directly (e.g. PMU, AMR, VOIP, SAS/SCADA etc.). Each port of firewall shall work as a separate zone. Firewall shall be hardware based with features of Block/Allow/drop and IPSec VPN (network encryption).~~

		The number of ports/interfaces in each firewall (i.e. Main & Standby) shall be minimum 16 nos. TSP shall provide either single firewall or multiple firewalls to meet this interfaces requirement, each for main as well as standby firewall. Minimum throughput of firewall shall be 300 Mbps. The Firewall shall be managed/ configured as standalone at present and shall also have compatibility to manage/configure through Centralized Management Console (CMC) remotely in future. Firewall shall be tested and certified for ISO15408 Common Criteria for least EAL4+. Further, the OEM must certify that it conforms to Secure Product Development Life Cycle requirements as per IEC62443-4-1. The firewall shall generate reports for NERC-CIP Compliance. The specifications for the firewalls are given at Annexure-F.2 and schematic diagram showing firewall placement given at Figure F.2.	~~The number of ports/interfaces in each firewall (i.e. Main & Standby) shall be minimum 16 nos. TSP shall provide either single firewall or multiple firewalls to meet this interfaces requirement, each for main as well as standby firewall. Minimum throughput of firewall shall be 300 Mbps.~~ ~~The Firewall shall be managed/ configured as standalone at present and shall also have compatibility to manage/configure through Centralized Management Console (CMC) remotely in future.~~ ~~Firewall shall be tested and certified for ISO15408 Common Criteria for least EAL4+. Further, the OEM must certify that it conforms to Secure Product Development Life Cycle requirements as per IEC62443-4-1. The firewall shall generate reports for NERC-CIP Compliance.~~ ~~The specifications for the firewalls are given at Annexure-F.2 and schematic diagram showing firewall placement given at Figure F.2.~~

8.	**Relevant Provisions of RFP & TSA**	**SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION** Annexure F.2 Specifications of Next Generation Firewall (NGFW) 1. NGFW shall have following features including but not limited to: Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) & Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) & Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), AntiVirus, 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 & 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	**SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION** **Deleted** ~~Annexure F.2~~ ~~Specifications of Next Generation Firewall (NGFW)~~ 1. ~~NGFW shall have following features including but not limited to: Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) & Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) & Media Access Control~~ ~~(MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), AntiVirus, 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 & 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.~~

		validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching 4. Firewall shall have Management Console port to configure remotely. 5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3. 6. Firewall shall be rack mounted in existing standard equipment cabinets. 7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols. 8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux & Mac. 9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions. 10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time. 11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management.	5. ~~Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.~~ 6. ~~Firewall shall be rack mounted in existing standard equipment cabinets.~~ 7. ~~Firewall shall have support of SCADA applications (IEC 60870-5-104), ICCP, PMU (IEEE C37.118), Sub Station Automation System (IEC 61850), Ethernet and other substation environment protocols.~~ 8. ~~Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux & Mac.~~ 9. ~~The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.~~ 10. ~~Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.~~ 11. ~~Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.~~ 12. ~~Firewall shall have the capability to configure sufficient number of VLANs.~~ 13. ~~Firewall shall have the capability to support sufficient number of sessions.~~ 14. ~~Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 nos., (oneto 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~~

		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., (oneto-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.	~~15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security~~ ~~16. Firewall shall support in Active/Passive or Active Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.~~ ~~17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality~~ ~~18. Shall support simultaneous operation with both IPv4 and IPv6 traffic~~ ~~19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization~~ ~~20. Firewall shall have the features of port as well as MAC based security~~ ~~21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.~~ ~~22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.~~ ~~23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.~~ ~~Firewall Placement Diagram~~ ~~Figure F.2~~

		23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility. Firewall Placement Diagram Figure F.2	

सत्यमेव जयते

भारत सरकार/ Government of India

विद्युत मंत्रालय/ Ministry of Power

केन्द्रीय विद्युत प्राधिकरण/ Central Electricity Authority

विद्युत प्रणाली अभियांत्रिकी एवं प्रौद्योगिकी विकास प्रभाग

Power System Engineering & Technology Development Division

Date: 24.10.2025

CORRIGENDUM

विषय: Technical parameters of 400/132 kV, 315 MVA, 3-Phase Auto Transformer specified in CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)".

Technical parameters of 400/132 kV, 315 MVA, 3-Phase Auto Transformer, **mentioned at SN-11, 12 and 25 of Clause 6.0 of Annexure-A** of the document titled "**Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)"** brought out by CEA in April, 2021 shall be read as follows.

SN under Clause 6 of Annexure-A	Page No.	Description	Unit	Technical Parameters
11	21 of 71	Tap Changer		+10% to -10% in steps of 1.25% for IV (132 kV) side voltage variation (OLTC with current rating of minimum 1500 A is allowed)
12	21 of 71	Location of Tap changer		On the 132 kV line end
25 i)	24 of 71	Max. No Load Loss at rated voltage and frequency	kW	100
25 ii)	24 of 71	Max. Load Loss at rated current and at 75°C for HV and IV windings, at principal tap position	kW	470
25 iii)	25 of 71	Max. I2R Loss at rated current and at 75°C for HV and IV windings, at principal tap position	kW	365
25 iv)	26 of 71	Max. Auxiliary Loss at rated voltage and frequency	kW	11

This issues with the approval of competent authority.

(पंकज कुमार वर्मा /Pankaj Kumar Verma)

उप-निदेशक/Dy. Director

To

All Stakeholders

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref.No.: 01/25-26/ITP-114

February 06, 2026

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering,
Montecarlo Ltd.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

E-mail: bd@mclindia.com

Subject: Independent Transmission Project "Establishment of 400/220/132 kV AIS Latur" - Regarding issue of Clarifications & Amendment No.1 to RfP documents.

Dear Sir,

1. This has reference to the RfP document issued for the Transmission Project "**Establishment of 400/220/132 kV AIS Latur**" on 04.11.2025.

2. Clarification to bidder's query Set-1 & Amendment-1 dated 06.02.2026 to the RFP documents is enclosed for your information and necessary action.

Thanking You,

Yours faithfully

(Bibhuti Giri)
DGM

Encl.: As above

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Establishment of 400/220/132 kV AIS Latur AIS"**.

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **February 18, 2026 till 15:00 hrs (IST)** to **March 06, 2026 till 15:00 hrs (IST).** The RFP (Technical) Bids will be opened on same day i.e. **March 06, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Establishment of 400/220/132 kV AIS Latur AIS"**.

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **March 06, 2026 till 15:00 hrs (IST)** to **March 20, 2026 till 15:00 hrs (IST).** The RFP (Technical) Bids will be opened on same day i.e. **March 20, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref.No.: 01/25-26/ITP-114

March 05, 2026

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering,
Montecarlo Ltd.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

E-mail: bd@mclindia.com

Subject: Independent Transmission Project "Establishment of 400/220/132 kV AIS Latur" - Regarding issue of Clarifications Set-2 & Amendment No.2 to RfP documents.

Dear Sir,

1. This has reference to the RfP document issued for the Transmission Project **"Establishment of 400/220/132 kV AIS Latur"** on 04.11.2025.

2. Clarification to bidder's query Set-2 & Amendment-2 dated 05.03.2026 to the RFP documents is enclosed for your information and necessary action.

Thanking You,

Yours faithfully

(Bibhuti Giri)
DGM

Encl.: As above

<table>
<tr><th>Sl.</th><th>Existing Provisions</th><th>Revised Provisions</th></tr>
<tr><td>1.</td><td>

B.1.1 Insulation Coordination

<table>
<tr><th>Sl.</th><th>Description of parameters</th><th colspan="3">400/220/132 kV AIS Latur</th></tr>
<tr><th></th><th></th><th>400 kV System</th><th>220 kV System</th><th>132 k V System</th></tr>
<tr><td>1.</td><td>…</td><td>…</td><td>…</td><td>…</td></tr>
<tr><td>2.</td><td>…</td><td>…</td><td>…</td><td>…</td></tr>
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<tr><td>5.</td><td>…</td><td>…</td><td>…</td><td>…</td></tr>
<tr><td>i)</td><td>…</td><td>…</td><td>…</td><td>…</td></tr>
<tr><td>ii)</td><td>Switching impulse withstand voltage (250/2500 micro sec.) dry and wet</td><td>1050 kVp</td><td>460 kVp</td><td>…</td></tr>
<tr><td>iii)</td><td>One minute power frequency dry withstand voltage (rms)</td><td>630 kV</td><td>…</td><td>…</td></tr>
<tr><td>6.</td><td>…</td><td>…</td><td>…</td><td>…</td></tr>
<tr><td>7.</td><td>Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz</td><td>1000 microvolts at 266 kV rms</td><td>1000 micro-volts at 156 kV rms</td><td>1000 micro-volts at 266 kV rms</td></tr>
<tr><td>8.</td><td>…</td><td>…</td><td>…</td><td>…</td></tr>
<tr><td>9.</td><td>…</td><td>…</td><td>…</td><td>…</td></tr>
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B.1.1 Insulation Coordination

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<tr><td>iii)</td><td>One minute power frequency dry withstand voltage (rms)</td><td>630 kV</td><td>460 kV</td><td>275kV</td></tr>
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<tr><td>7.</td><td>Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz</td><td>1000 microvolts at 266 kV rms</td><td>1000 micro-volts at 156 kV rms</td><td>500 (at 92 kV rms)</td></tr>
<tr><td>8.</td><td>…</td><td>…</td><td>…</td><td>…</td></tr>
<tr><td>9.</td><td>…</td><td>…</td><td>…</td><td>…</td></tr>
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PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Establishment of 400/220/132 kV AIS Latur"**.

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **March 20, 2026 till 15:00 hrs (IST)** to **April 10, 2026 till 15:00 hrs (IST).** The RFP (Technical) Bids will be opened on same day i.e. **April 10, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

MAHATRANSCO

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

(CIN NO. U40109MH2005SGC153646)

From,	To,
Office of the Director (Operations) 'Prakashganga', MSETCL Plot no. C-19, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 Contact no : (O) 022-2659 5004, Email id: [redacted]	The Chief Engineer, EHV PC O&M Zone, MSETCL, Amravati/CSN/Karad/Nashik/ Nagpur/Pune/Vashi

Ref. No: MSETCL/CO/CE (O&M)/SE-II/EE-VII/104 Date: 06/01/2025

Sub: Guidelines for recovery of O&M charges by MSETCL from InSTS Licensee and TSP under TBCB.

Ref.: 1. Approval No. CMD-1193 dtd.27.11.2024.
2. Guidelines from CEA for O&M & Standard format for MoU circulated on 22.06.2023

This office has received various queries from Zone offices regarding recovery of O&M charges for bay maintenance of various voltage level by MSETCL from InSTS Licensee and TSP under TBCB.

It is seen that, there is no clear cut guidelines available in MERC MYT Regulations or any other regulations of MERC. However, recently, CEA has circulated guidelines for O&M and standard format for MoU between new TSP and existing TSP on dtd. 22.06.2023.

After detailed deliberations between STU and O&M, the methodology for recovery of O&M charges by MSETCL from InSTS licensee and TSP under TBCB has been finalized and put forth for the approval of the Competent Authority. The Competent authority vide reference (1) has given approval as below:

1. **The O&M charges for TSPs under TBCB:**
The O&M charges to be paid by the TSPs under TBCB to the existing substation Owner, for the relevant year, shall be 30% of the normative O&M expenses of relevant voltage level and transformer capacity as specified for that particular year in MERC MYT Regulation2024 as issued from time to time. In addition to above, taxes and duties, as applicable, shall also be paid to the existing substation owner by the new TSP.

Hence the O&M charges to be paid by the TSPs under TBCB to the existing substation Owner is as below and which will be amended time to time as per MERC MYT Regulations 2024

Voltage Level	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
INR Lakh/Bay					
400kV	10.848	11.334	11.844	12.375	12.93

2. **The O&M charges for TSPs falling under MERC MYT Regulations 2024.**

a) **Comprehensive operation and maintenance charges for the other existing TSPs** - The O&M charges shall be paid as per the norms applicable for MSETCL under MERC in MYT Regulations 2024 as issued from time to time for as like it is MSETCL bay.

Hence the O&M charges to be paid by the TSPs for Comprehensive O&M to the existing substation Owner is as below and which will be amended time to time as per MERC MYT Regulations 2024

Voltage Level	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
INR Lakh/Bay					
400kV	36.16	37.78	39.48	41.25	43.10

b) **Partial operation and maintenance charges for the other existing TSPs** - The O&M charges shall be paid 30% of the norms applicable for MSETCL under MERC in MYT Regulations as issued from time to time as specified for the TSP whom the project awarded through TBCB.

Hence the O&M charges to be paid by the TSPs for partial O&M to the existing substation Owner is as below and which will be amended time to time as per MERC MYT Regulations 2024

Voltage Level	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
NR Lakh/Bay					
400kV	10.848	11.334	11.844	12.375	12.93

3. **A Standardized MoU enclosed herewith as Annexure-I for ready reference.**
4. Test/ Maintenance check/ Frequency shall be followed per Annexure-II
5. Exclusion from scope of services along with List of major breakdown beyond scope of Existing Substation Owner is also provided in Annexure-III.
6. Also, The Minor Consumables / Small Spares list is to be maintain by Existing Substation Owner is given in Annexure –IV.

It is requested to execute the agreement regarding O&M Charges between existing substation owner & TSPs (New TSPs and Existing TSPs) as per above guidelines subject to further directives from MERC in MYT Regulations.

Encl: Annexure-I, Annexure-II, Annexure-III, Annexure-IV.

06/01/2025

Mahendra Walke
Chief Engineer (Trans. O&M)

Copy s.w.rs. to:-

1) The Chairman and Managing Director, MSETCL, C.O., Prakashganga, Mumbai.
2) The Director (Operations/Projects/ Finance), MSETCL, C.O., Prakashganga, Mumbai

Copy to:-

1) The Chief Engineer (STU), MSETCL, C.O., Prakashganga, Mumbai.

Before the

MAHARASHTRA ELECTRICITY REGULATORY COMMISSION

World Trade Centre, Centre No. 1, 13th Floor, Cuffe Parade, Mumbai – 400 005

Tel. 022 - 6987 6666

Email: mercindia@merc.gov.in

Website: www.merc.gov.in

CASE No. 178 of 2024

In the matter of

Case of Maharashtra State Electricity Transmission Co. Ltd. for Truing-up of Aggregate Revenue Requirement (ARR) for FY 2022-23 and FY 2023-24, Provisional Truing-up of ARR for FY 2024-25 and approval of ARR for 5th MYT Control Period from FY 2025-26 to FY 2029-30

Coram

Sanjay Kumar, Chairperson

Anand M. Limaye, Member

Surendra J. Biyani, Member

ORDER

Date: 28 March, 2025

Maharashtra State Electricity Transmission Co. Ltd. (**MSETCL**), Prakashganga, 6th Floor, Plot No. C-19, 'E' Block, Bandra-Kurla Complex, Mumbai has filed a Petition for Truing-Up of Aggregate Revenue Requirement (**ARR**) for FY 2022-23 and FY 2023-24, Provisional Truing-up of ARR for FY 2024-24 and Multi Year Tariff (**MYT**) projections of 5th Control Period from FY 2025-26 to FY 2029-30. The Truing-up of the ARR for FY 2022-23 & FY 2023-24, Provisional Truing-up of ARR for FY 2024-25 is being considered under the MERC (Multi Year Tariff) Regulations, 2019 ('**MYT Regulations, 2019'**), and Multi Year Tariff (MYT) projections of 5th Control Period from FY 2025-26 to FY 2029-30 is being considered under the MERC (Multi Year Tariff) Regulations, 2024 **('MYT Regulations, 2024'**), along with the impact of claim for disallowed Capitalization for past period from FY 2011-12 to FY 2021-22 and impact of the Commission Order in Case No. 137 of 2023 in the matter of Review Petition filed by MSETCL.

The Commission, in exercise of its powers under Sections 61 and 62 of the Electricity Act (**EA**), 2003 and all other powers enabling it in this behalf, and after taking into consideration submissions made during these proceedings and the public consultation process, and other relevant material has approved the Truing-up of ARR for FY 2022-23 & FY 2023-24, Provisional Truing-up of the

available. This will also ensure that learnings from the first phase of implementation can be utilized for subsequent installation.

- MSETCL also needs the legal and regulatory issues impacting the possible models including its eligibility to sell surplus power to the distribution company (primarily MSEDCL) under the net-metering or other prevailing models.
- MSETCL may evaluate the implementation of Virtual Net Metering.

- In view of the above, MSETCL is directed to examine the above options and submit a proposal to the Commission for approval justifying the recommended model for implementation within six months from the date of this Order.

8.2 Formulation of methodology for recovery of O&M charges by MSETCL from InSTS Licensee and Transmission Service Provider (TSP) under TBCB

MSETCL's Submission

8.2.1 MSETCL highlighted that the need for formulation of methodology for recovery of O&M charges by MSETCL from various licensees under RTM and TBCB contracts.

8.2.2 Some of the issue faced by MSETCL in applying O&M Charges:

- Kharghar Vikhroli Transmission Pvt. Ltd. (KVTPL) has constructed 2 nos. of 400 kV bays at 400 kV Kharghar substation of MSETCL which are commissioned on 26 September 2023.
- Prior to handing over the operational responsibility of these bays to MSETCL, KVTPL proposed O&M charges at 1% of the bay capital cost with an annual escalation of 10%. However, there were regulatory concerns regarding these charges and hence the matter was referred to the State Transmission Utility (STU).
- KVTPL is under the jurisdiction of STU and hence the MERC MYT Regulations are deemed to be applicable.

8.2.3 O&M Norms determine in MERC MYT Regulation 2024

- In the MYT Regulations 2024, regulation 80.1, the O&M charges are specified for various voltage level and transformation capacity for MSETCL & charges as applicable for 400 kV voltage level are as follows:

Table 214: O&M charges for 400 kV Voltage level (Rs. Lakh/Bay)

Voltage level	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
400 kV	**36.16**	**37.78**	**39.48**	**41.25**	**43.10**

- MSETCL submitted that there are no specific guidelines given in MYT Regulations 2024 for the O&M expenses to be recovered from Transmission Service Providers (TSPs) selected under TBCB such as KVTL.

8.2.4 **STU Recommendation on the above issue:**

- STU has formulated and recommended the methodology as follows:
  a. The O&M charges to be paid by the TSPs under TBCB to the existing

substation owner, for the relevant year, shall be 30% of the normative O&M expenses of relevant voltage level and transformer capacity as specified for that particular year in MERC MYT Regulation, 2024 on interim basis.

8.2.5 **CEA Norms:**

- CEA guidelines dated 22 June 2023 for O&M of assets created under TBCB projects, Clause no. (iv) state that:

  "(iv) The O&M charges to be paid by the New TSP to the existing substation owner, for the relevant year, shall be ***30% of the normative O&M expenses of relevant voltage level and transformer capacity as specified for that particular year in Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations*** *as issued from time to time."*

MSETCL's Proposal:

8.2.6 The O&M charges to be paid by the TSPs under TBCB to MSETCL are proposed considering MERC MYT Regulations 2024 i.e. 30% of normative O&M expenses admissible in relevant tariff regulation on interim basis as follows:

Table 215: MSETCL's proposal regarding O&M charges payable by TSP under TBCB to MSETCL, as submitted by MSETCL (Rs. Lakh/bay)

Voltage level	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
400kV	10.848	11.334	11.844	12.735	12.930

8.2.7 O&M Charges to be recovered from TSPs falling under MERC MYT Regulations 2024:

a) Comprehensive operation and maintenance charges for the other existing TSPs:

The O&M charges for TSPs falling under MERC MYT Regulations 2024 shall be paid as per the norms applicable for MSETCL under MERC MYT Regulations 2024 and as amended from time to time. Accordingly, it is proposed that the O&M charges to be paid by the TSPs for comprehensive O&M to the existing substation owner will be as below and the same will be amended time to time as per applicable MERC MYT Regulations.

Table 216: MSETCL's proposal regarding O&M charges payable by TSP falling under MERC MYT Regulations, 2024 to MSETCL, as submitted by MSETCL (Rs. Lakh/bay)

Voltage level	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
400kV	36.16	37.78	39.48	41.25	43.10

b) Partial operation and maintenance charges for the other existing TSPs

The O&M charges shall be paid at 30% of the norms applicable for MSETCL under MERC MYT Regulations 2024 as amended from time to time as specified for the TSP whom the project is awarded through TBCB. Hence the O&M charges to be paid by the TSPs for partial O&M to the existing substation owner is as below and which will be amended time to time as per MERC MYT Regulations 2024.

Table 217: MSETCL's proposal regarding O&M charges payable by TSP for partial O&M charges for other existing TSP's to MSETCL, as submitted by MSETCL (Rs. Lakh/bay)

Voltage level	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
400kV	10.848	11.334	11.844	12.735	12.930

8.2.8 MSETCL requested the Commission to approve above proposal for O&M Charges to be recovered from different kind of transmission licensees/ TSPs for different kind of O&M services provided by MSETCL and the same to be made applicable for recovery of pending / due for renewal as well as new MoUs to be executed between MSETCL and TSPs. MSETCL also requested to approve the methodology for recovery of O&M charges by MSETCL from InSTS licensees and Transmission Service Providers (TSP) under TBCB by invoking power to remove difficulties under Regulations 151 of the MYT Regulations, 2024.

Commission's Analysis and Ruling

8.2.9 **The Commission noted MSETCL's submission, CEA norms and STU's recommendation in this matter. As communicated by STU vide its letter dated 6 January, 2025, it has formulated the guidelines for recovery of O&M charges by MSETCL from InSTS Licensees and TSP under TBCB for the FY 2025-26 to FY 2029-30.**

8.3 Refund of evacuation expenditure for Wind & Bagasse Projects

MSETCL's Submission

8.3.1 MSETCL needs to refund the amount of evacuation expenditure for wind and bagasse projects to the developers as per applicable policy and subsequent communication of GoM. The amount to be refunded needs to be claimed in ARR/ MYT of the respective year.

8.3.2 **RE Policy 2008 (Wind Projects)**

a) RE – Policy 2008 and procedure laid down in the year 2010 there is a provision for refund of evacuation expenditure to Wind Power projects with target capacity generation of 2000 MW. GoM issued new RE policy on 20 July 2015 and procedure were laid down on 9 September 2015. In the new RE policy & procedure - 2015, there was no provision for refund of evacuation expenditure to Wind Power Projects. Further, the Policy and Procedure - 2015 were silent with regards to the refund of wind projects having Infrastructure Clearance under RE Policy, 2008 & Procedure 2010. Due to lack of clarity in policy(ies) and procedure, refund of expenditure was discontinued.

b) Thereafter, MSETCL sought the concurrence from GoM vide letter dated 10 March 2017. In response to the same, GoM has clarified & informed that benefits under RE Policy-2008 & Procedure -2010 will be applicable to projects upto target capacity of 2000 MW, however, developers to comply all the terms & conditions of Policy 2008 & Procedure 2010 as per GoM letters dated 23 June 2022 & 10 February 2024. Subsequently, MEDA has provided the list of Project Developers of Capacity 2000 MW for refund purpose.

c) Wind power developers submitted refund proposal through field offices under RE Policy-2008 & Procedure -2010.

CON-6

Connection Agreement

THIS AGREEMENT is made the [……..] day of […….], 20[……]

AMONGST

[*Central Transmission Utility of India Limited*] (hereinafter called the "**CTU**") having its registered office at Plot No. 2, Sector 29, Gurugram 122001, Haryana, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

And

[*Name and registered address of the applicant Company*] (herein after called "**the Applicant**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

And

[*Name and registered address of the inter-State transmission licensee*] (herein after called "**the Inter-State Transmission Licensee [ISTL]-A,B,C….** ") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

And

[*Name and registered address of the State transmission Utility/ intra-State transmission licensee*] (herein after called "**the State transmission Utility/ Intra-State Transmission Licensee [STU/InSTL]-A,B,C….**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

Note: (Applicability of , ISTL-A,B,C…. and STU/ InSTL-A,B,C…. will be as per the project requirement)

CTU, Applicant, , Inter-state Transmission Licensee-A,B,C….(as applicable) and State transmission Utility/Intra-State Transmission Licensee-A,B,C….(as applicable) are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

(A) The Applicant has applied to the CTU for connection of **[*Name of the applicant, project*]** facility to the Inter-State Transmission System (ISTS) network.

(B) The CTU has agreed to the connection of **[*Name of the applicant, project*]** Facility ***(… Mention details of the connection point, the name of sub-station, name of line which is to be made LILO, etc….)*** to transmit electricity as well as real time data telemetry to and from the Facility through the ISTS network.

(C) An application for connectivity is not required to be made by any transmission licensee, since transmission system planning is carried out in a coordinated manner by the Central Transmission Utility and the Central Electricity Authority. An inter-State transmission

licensee shall sign a connection agreement with the ISTS licensee(s) to which it is getting connected and Central Transmission Utility, as provided for in Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and its amendments thereof.

(D) The Parties shall enter into this connection agreement to record the terms and conditions upon which the Parties will carry out their respective Connection Works specific to the scope mentioned herein, in accordance with the Connection Agreement. The responsibilities of the parties would be defined accordingly in this Agreement.

(E) The parties shall separately take up modalities for implementation of the works on mutually agreed terms and conditions. The scope of works, time schedule for completion of works, including the timelines for the various milestones to be reached for completion of works (PERT chart), shall form an appendix to this agreement, and shall form the basis for evaluating if the works by the parties have been executed in time.

Penalties for non-completion of works in time by one party resulting in financial losses to the other party may be appropriately priced, as per mutual agreement, for indemnification of each other against losses incurred in this regard. Similarly, for the regular O&M of the connection equipment owned by the Applicants and located in the ISTL and STU/InSTL (as applicable) premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.

(F) Further, a signed copy of the agreement along with all the Annexures, and amendments whenever made, shall be submitted to RLDC/NLDC.

IT IS HEREBY AGREED as follows:

1. General Conditions for Connectivity

1.1 The Parties agree to the following General Conditions:

(a) The parties shall abide by the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 and its amendments thereof, in respect of procedure of grant of connectivity and other matters.

(b) The applicant and ISTL and STU/InSTL, as the case may be, shall be responsible for planning, design, construction, safe and reliable operation & maintenance of its own equipment in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of electrical plants and electric lines) Regulations, Central Electricity Authority (Grid Standards) Regulations, Indian Electricity Grid Code (IEGC), 2010 and its amendments thereof as well as other statutory provisions. In case of bay extensions, the applicant shall consider the existing station(s) as DCP at respective ends (as the case may be).

(c) The Applicant shall provide necessary facilities for voice & data communication for transfer of real time operational data from their station to Data Collection Point (DCP) of Inter-State transmission licensees as per IEGC. ISTL and STU/InSTL (as applicable) shall provide access to Applicant's data transfer through communication network on mutually agreed terms. Additional communication system from DCP to the concerned RLDC shall be the responsibility of ISTL and STU/InSTL (as applicable); however its cost shall be borne by the Applicant. The responsibility of data transfer shall be that of the Applicant.

1.2 The following documents and their schedules which have been initialled by the parties and annexed herewith shall be deemed to form an integral part of this Agreement in the order of precedence listed below:-

(a) Additional information for signing Connection Agreement

(b) Connection Offer Letter ***(No. ……..…….. dated ……)***;

(c) This Agreement;

1.3 **Availability of Statutory/Regulatory Approval**

Notwithstanding anything in the Agreement to the contrary, the Applicant or ISTL shall be responsible for obtaining the statutory clearances/approval including transmission license (if required) for carrying out the works requiring connection to the ISTS. Accordingly, the provisions of the Agreement dealing with carrying out of the works, either by the Applicant or ISTL or STU/InSTL(as applicable) (unless otherwise agreed mutually) in all respects would be conditional and subject to the parties being satisfied that the necessary approvals/clearances are available with the applicant and ISTL and STU/InSTL, as the case may be.

2 Agreement To Pay Charges And Costs

2.1 Agreement to Monthly Transmission Tariff

Not applicable.

2.2 Agreement to additional costs

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of ISTL/STU/InSTL(as applicable) for accommodating the proposed connection as specified in the letter of CTU furnishing connection details.

2.3 Agreement to pay for damages

The applicant declares that it shall pay/ make good damages, if any, caused to the property of the ISTL/STU/InSTL(as applicable), which has been notified by the ISTL and STU/InSTL (as applicable), within reasonable time of its occurrence, during the course of control, operation and maintenance of the equipment.

2.4 Agreement to pay Charges for construction of Bays:

The Applicant will execute an agreement with ISTL and STU/InSTL (as applicable) for the erection of equipment of Applicant in the substation premises of the ISTL/STU/InSTL(as applicable) for construction of bays, if required. For this purpose, the applicant shall pay charges to the ISTL and STU/InSTL (as applicable) on mutually agreed terms.

2.5 Agreement to pay O&M Charges:

The Applicant shall pay O&M charges to the ISTL/STU/InSTL(as applicable) on mutually agreed terms for the bay equipment of Applicant being operated & maintained by the ISTL/STU/InSTL(as applicable) in their substation. These O&M charges will be governed from time to time as per mutually agreed terms.

3. Conditions Precedent to the implementation of the Commissioning Instructions

The applicant shall have to get appropriate "Commissioning Instructions" prior to actually first charging of the equipment through the grid. The charging instructions shall be issued on confirmation from the Applicant and ISTL/STU/InSTL(as applicable) that:

(a) the Connection Works have been completed;

(b) the Applicant has complied with its all obligations as set out in the Offer Letter;

(c) the Applicant has demonstrated the voice & data communication facilities to concerned RLDC;

(d) the Applicant have obtained necessary approvals like PTCC, clearance from Electrical Inspectorate of CEA etc. from competent authority;

(e) the Applicant have complied with its obligations under the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendment thereof.

4. Metering

The applicant shall provide and maintain the Metering equipment, in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and IEGC regulation, 2010 and its amendment thereof.

5.1 Site Access

Being restricted area the ISTL/STU/InSTL(as applicable) may give permission or allow access to the employees and/or authorized agents and/or authorized subcontractors and/or authorized invitees of the Applicant in it's premises to carry out preliminary site investigation works, the Connection Works, modification works, inspections, etc, based on a written request by the Applicant giving reasonable advance notice. All such actions are to be carried out under the strict supervision of the ISTL/STU/InSTL(as applicable)

authorized representative to safeguard the safety and security requirements of ISTL/STU/InSTL(as applicable) installations and safety of the representatives of the Applicant.

Similarly, the Applicant may also allow, on prior permission, site access to the ISTL/ STU/InSTL(as applicable) employees and/or authorized agents / invitees to carry out preliminary site investigation works, inspections etc. in the connection site of the Applicant, provided that a written request has been made giving reasonable advance notice.

5.2 Conditions of access

Site access for the Applicant or ISTL/STU/InSTL(as applicable) shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the permission of access is granted. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the Applicant or ISTL/STU/InSTL(as applicable) and its duly authorized employees and agents to safe guard the interest of safety and security requirements of personnel and equipment. All such access shall be exercisable without payment of any kind.

6. Transfer Assignment and Pledge

The Applicant shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person.

7. Notice

All correspondence/notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with an acknowledgment due or by a courier agency with proof of delivery to other party (ies) as per authorization by parties.

The authorities of the parties who shall be responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.

8. Settlement of Disputes and Arbitration

All differences and/or disputes between the parties arising out of or in connection with these presents shall at first instance be settled through amicable settlement at the level of CEO/CMD.

In the event of unresolved disputes or differences as covered under the statutory arbitration provided under The Electricity Act, 2003, the same shall be resolved accordingly.

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties herein shall continue to perform their respective obligations under this Agreement.

9. Force Majeure

Force Majeure herein is defined as any clause which is beyond the control of the Applicant or ISTL/STU/InSTL as the case may be, which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the agreement. Force Majeure events would include:

- Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics/pandemics notified by Indian Governmental instrumentality.

- War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India, other civil commotion including but not limited to revolution, riot, insurrection, act of terrorism or sabotage in each case within India;

- Nuclear explosion, radio-active or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or bulk consumer, ISTL/STU/InSTL(as applicable), or any facility or system that is integral to and substantial for the performance of this agreement.

- Any event or circumstances of a nature analogous to any events set forth above within India.

Provided either party shall within fifteen (15) days from the occurrence of such a Force Majeure event notify the other parties in writing of such cause(s) and mitigation methods proposed.

Neither of the parties shall be liable for delays in performing obligations on account of any force majeure causes as referred to and/or defined above.

10 Confidentiality

The parties shall keep in confidence any information obtained under this Connection Agreement and shall not divulge the same to any third party without the prior written consent of the other party, unless such information is

a) in the public domain,
b) already in the possession of the receiving party,
c) required by the Govt. Ministries/Agencies/Court of competent jurisdiction.

The information exchanged herein between the parties shall be used only for the purpose of, and in accordance with, this Agreement and for the purpose stated herein. This clause shall remain in force even after termination of Connection Agreement.

11 Governing Laws

The agreement shall be governed by Indian Laws and Rules made there under.

12 Amendment to The Connection Agreement

In case of Modification to point of connection like re-allocation of bays, upgradation of voltage level etc. by either of the parties, if mutually agreed, an amendment to the Connection Agreement shall be executed between the parties within 30 days of implementing such modification.

IN WITNESS WHEREOF the CTU and the Applicant and ISTL and STU/InSTL(as applicable) have caused this Agreement to be executed by duly authorized representative on date above first herein written.

……..
Signed for and on behalf of:-
[CTU Details]

……
Witness
Name:

……..
Signed for and on behalf of:-
[Applicant Details]

…….
Witness
Name:

……..
Signed for and on behalf of:-
[***ISTL-A,B,C…. Details***]

…….
Witness
Name:

……..
Signed for and on behalf of:-
[STU/***InSTL-A,B,C.... Details***]

…….
Witness
Name:

Appendix

Time schedule for completion of works of generator/bulk consumer/ISTS Licensee/Applicant, including the timelines for the various milestones to be reached for completion of works (PERT chart)

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref.No.: 01/25-26/ITP-114 **April 01, 2026**

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering,
Montecarlo Ltd.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India **E-mail:** bd@mclindia.com

Subject: Independent Transmission Project "Establishment of 400/220/132 kV AIS Latur" - Regarding issue of Clarifications Set-3 to RfP documents.

Dear Sir,

1. This has reference to the RfP document issued for the Transmission Project "**Establishment of 400/220/132 kV AIS Latur**" on 04.11.2025.

2. Clarification to bidder's query Set-3 dated 01.04.2026 to the RFP documents is enclosed for your information and necessary action.

Thanking You,

Yours faithfully

(Bibhuti Giri)
DGM

Encl.: As above

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No.: 04/24-25/ITP-114/RFP **April 02, 2026**

To
Mr. Anoop VijayVargiya, AGM - BD & Tendering,
Montecarlo Ltd.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

E-mail: bd@mclindia.com

Subject: Independent Transmission Project "Establishment of 400/220/132 kV AIS Latur" – Regarding Estimated Acquisition Price & Final TSA.

Dear Sir,

1) This has reference to the RfP document issued for the Transmission Project "Establishment of 400/220/132 kV AIS Latur" on 04.11.2025.

2) In line with the Clause 1.6.2.1(v) of RFP documents, the following may be noted with respect to the Acquisition Price:

> "The Acquisition Price payable by the Selected Bidder to the PFC Consulting Limited for the acquisition of one hundred percent (100%) of the equity shareholding of "LATUR REZ TRANSMISSION LIMITED" , along with all its related assets and liabilities is **Rs. 3,62,75,724/-** (Rupees Three Crore Sixty Two Lakh Seventy Five Thousand Seven Hundred Twenty-Four only)."

3) Further, the Final TSA is enclosed for your information and necessary action.

Yours faithfully

(Bibhuti Giri)
DGM

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTER-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

ESTABLISHMENT OF 400/220/132 kV AIS LATUR

BETWEEN

STATE TRANSMISSION UTILITY, MAHARASHTRA

(NODAL AGENCY)

AND

[LATUR REZ TRANSMISSION LIMITED]

APRIL 02, 2026

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

BETWEEN:

The **STATE TRANSMISSION UTILITY, MAHARASHTRA,** 4th Floor, Prakashganga, Plot No.C-19, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 acting as a Nodal Agency (referred to as the "Nodal Agency"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

[LATUR 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 " 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 **[LATUR 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 State Commission for setting up the Project on build, own, operate and transfer basis.

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

F) The TSP has agreed to execute the agreement(s) required, if any, under MERC MYT Regulations within fifteen (15) days from the date of grant of Transmission License from the State Commission.

G) The TSP agrees to the terms and conditions laid down under MERC MYT Regulations, for making available the intra-state Transmission System and charge the Transmission Charges in accordance with the terms and conditions of MERC MYT Regulations.

H) The billing, collection and disbursement of the Transmission Charges by the MSTU to the Licensee shall be governed as per MERC MYT Regulations.

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

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

ARTICLE: 1

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

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

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

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

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

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

i. controls or

ii. is controlled by or

iii. is under common control with

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

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

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

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

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

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

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

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

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

"Bill" shall mean any bill raised by the MSTU on the LTTUs to recover the Transmission Charges pursuant to the MERC MYT Regulations.

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

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

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

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

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

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

"Connection Agreement" shall mean the agreement between the MSTU or CTU or any other concerned parties and the TSP, setting out the terms relating to the

connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System/ Intra State Transmission System (as the case may be) as per the provisions of the IEGC/State Grid Code, as the case may be;

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

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

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

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

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, or insurance surety bond or Payment on Order Instrument submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8 (for bank guarantee) or Schedule-8A (for insurance surety bond issued by any of the insurance companies authorized by Insurance Regulatory and Development Authority of India), or Schedule-8B (for Payment on Order Instrument issued by PFC/REC/IREDA) in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee or insurance surety bond or Payment on Order Instrument furnished by the TSP under this Agreement;

"Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning on the COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and

ending on March 31 provided that the last Contract Year shall end on the last day of the term of the TSA;

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

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

"D/C" shall mean Double Circuit;

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

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

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

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

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

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

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

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

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

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

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

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

"GOI" shall mean Government of India;

"Grid Code" / "IEGC" shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act;

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

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

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

"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU/ MSTU / ISTS Licensee's / LTTU's substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipment's not forming part of the Project;

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

"Law" or "Laws" in relation to this Agreement, shall mean all laws including electricity laws in force in India and any statute, ordinance, rule, regulation,

notification, order or code, or any interpretation of any of them by an Indian Governmental Instrumentality having force of law and shall include all rules, regulations, decisions and orders of the State Commission;

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

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

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

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

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

"Long Term Transmission System User" or **"LTTSU"** shall have the meaning as described in Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 as amended from time to time.

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

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

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

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified in Schedule 5 of this Agreement multiplied by no. of days in the relevant month and divided by no. of days in the year;

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

"**Nodal Agency**" shall mean Maharashtra State Transmission Utility (MSTU), which shall execute and implement the Transmission Service Agreement (TSA);

"Notification" shall mean any notification, issued in the Gazette of India/ Govt of Maharashtra;

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

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

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

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

"Project" shall mean **"Establishment of 400/220/132 kV AIS Latur",** as detailed in Schedule 1 of this Agreement;

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

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

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

(c) project facilities situated on the Site;

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

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

(f) insurance proceeds; and

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

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

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

(i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,
(ii) the requirements of Law, and
(iii) the physical conditions at the Site;
(iv) the safety of operating personnel and human beings;

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

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

"RFP" shall mean Request For Proposal dated **04.11.2025** along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for

tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

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

a. Transmission Service Agreement,
b. Share Purchase Agreement,
c. Agreement(s) required under MERC MYT Regulations and
d. Any other agreement as may be required;

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

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

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

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

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

"Share Purchase Agreement" shall mean the agreement amongst **PFC Consulting Limited (PFCCL)**, SPV **[LATUR REZ TRANSMISSION LIMITED]** and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the SPV **[LATUR 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" or "Maharashtra SLDC" shall mean the Maharashtra State Load Despatch Centre established as per sub-section (1) of Section 31 of the Electricity Act 2003;

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

"Maharashtra State Transmission Utility (MSTU)" or "**State Transmission Utility**" shall be the Board or the Government company, specified as such by the State Government under sub-section (1) of Section 39 of the Electricity Act 2003;

"State Government" shall mean the Government of Maharashtra;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to the RFP and who has to acquire one hundred percent (100%) equity shares of - **[LATUR 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;

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

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

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

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

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

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

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

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

1.2 Interpretation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE: 2

2. EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

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

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

b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of **PFC Consulting Limited** in **SPV [LATUR 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 MSTU or its successors or an agency as decided by the Government of Maharashtra at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which MSTU or its successors or an agency as decided by the Government of Maharashtra shall be entitled to take over the Project Assets Suo moto.

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

2.3 Conditions prior to the expiry of the Transmission License

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

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

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations/ roles and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it

effect the survival of any continuing obligations/ roles for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Articles 3.3.3, 3.3.5, Article 9.3 (Application of Insurance Proceeds), Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability & Indemnification), Article 16 (Governing Law & Dispute Resolution), Article 19 (Miscellaneous).

2.5 Applicability of the provisions of this Agreement

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

2.5.2 For the purposes of this Agreement for Intra-State Transmission systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the Licensee) of this agreement shall supersede the corresponding provisions under MERC MYT Regulations.

ARTICLE: 3

3. CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the TSP

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

a. Provide the Contract Performance Guarantee, and

b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of-**[LATUR REZ TRANSMISSION LIMITED]** from **PFC Consulting Limited**, who shall sell to the Selected Bidder, the equity shareholding of -**[LATUR 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-[**LATUR REZ TRANSMISSION LIMITED]** by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act.

The Selected Bidder, on behalf of the TSP, will provide to the **STATE TRANSMISSION UTILITY,MAHARASHTRA** (being the Nodal Agency) the Contract Performance Guarantee for an amount of **Rs. 29.12 Crore (Rupees Twenty Nine Crore Twelve Lakh Only).**

3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.

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

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

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

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

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

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

f. To achieve Financial Closure;

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

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

i. To sign the Agreement(s) required, if any, under MERC MYT Regulations.

3.2 Recognition of Lenders' Rights by the Nodal Agency

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

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to **STATE TRANSMISSION UTILITY,MAHARASHTRA (being the Nodal Agency)** additional Contract Performance Guarantee of **Rs. 2.91 Crore (Rupees Two**

Crore Ninety one Lakh Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to **STATE TRANSMISSION UTILITY, MAHARASHTRA (being the Nodal Agency)** in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. **STATE TRANSMISSION UTILITY, MAHARASHTRA (being the Nodal Agency)** shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

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

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

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

3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of **Rs. 29.12 Crore (Rupees Twenty Nine Crore Twelve Lakh Only)** as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.

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

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

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall

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

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

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

3.4 Progress Reports

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

ARTICLE: 4

4. DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

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

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

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

i. the Electricity Act and the Rules made thereof;

ii. the Grid Code;

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

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

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

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

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

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

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

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

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

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

h. to comply with Ministry of Power Orders No. 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. P45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

Also, to comply with Department of Expenditure, Ministry of Finance vide OM No. F.7/10/2021-PPD (1) dated 23.02.2023, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

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

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

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

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

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

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

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

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

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

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

4.3 Time for Commencement and Completion:

a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;

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

4.4 Extension of time:

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

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

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

4.5 Metering Arrangements:

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

4.6 Interconnection Facilities:

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

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

ARTICLE: 5

5. CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

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

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

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

5.1.4 The TSP shall be responsible for:

a) Acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) in the scope of TSP:

- For Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by BPC in their survey report.
- For Load Serving Substation within the scope of TSP shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report.
- For an Intermediate Substation shall not be beyond 10 Km radius of the location proposed by the BPC in their Survey Report.

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

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

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

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

5.2 Appointing Contractors:

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

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

5.3 Monthly Progress Reporting:

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

5.4 Quality of Workmanship:

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

The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus

ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed.

5.5 Progress Monitoring & Quality Assurance:

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

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

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

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

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

b) Progress in the activities specified in Condition Subsequent

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

d) Progress of construction of substation and Transmission Lines

5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the progress, Nodal

Agency shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

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

5.6 Site regulations and Construction Documents

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

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

5.7 Supervision of work:

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

5.8 Remedial Measures:

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

ARTICLE: 6

6. CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

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

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

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

a. it has been completed in accordance with this Agreement and the Connection Agreement;
b. it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and all other Indian legal requirements, and
c. The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.
d. It has satisfactorily met all the testing requirements as per Articles 6.1.4.

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

appointed for quality monitoring or their authorised representatives, as and when they wish to examine the same.

6.2 Commercial Operation:

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

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

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

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

6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s) of the Project, where such date is not before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency has continued for a period of more than three (3) continuous or non-continuous Months, the TSP shall, until the effects of the Direct Non Natural Force Majeure Event or of Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency no longer prevent the TSP from connecting the Element(s) of the Project, be deemed to have achieved COD relevant to that date and to this extent, be deemed to have been providing Transmission Service with effect from the date notified, and shall be treated as follows:

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

Months in the manner provided in (c) below.

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

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

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

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per MERC MYT Regulations.

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not

as penalty, without prejudice to any rights of the Nodal Agency under the Agreement.

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

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

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

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

b. the date of termination of this Agreement.

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

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

6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency shall release the Contract Performance

Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of **Rs. 29.12 Crore (Rupees Twenty Nine Crore Twelve Lakh Only),** or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.

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

ARTICLE: 7

7. OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

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

ARTICLE: 8

8. AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Triff) Regulations, 2024, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be **98%.**

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

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

ARTICLE: 9

9. INSURANCES

9.1 Insurance:

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

a. any of the Financing Agreements,

b. the Laws, and

c. in accordance with Prudent Utility Practices.

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

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek from the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

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

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

9.3.3 Subject to the requirements of the Lenders under the Financing Agreements, any dispute or difference between the Parties as to whether the Project is no longer economically and technically viable due to a Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

9.4 Effect on liability of the Nodal Agency / Long Term Transmission System User

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

ARTICLE: 10

10. BILLING AND PAYMENT OF TRANSMISSION CHARGES

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

10.2 Calculation of Monthly Transmission Charges:

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

10.3 Rebate & Late Payment Surcharge:

The rebate and late payment surcharge shall be governed as per MERC MYT Regulations.

10.4 Disputed Bills, Default in payment by the Long Term Transmission System User & Annual Reconciliation:

Any Disputed Bill, Default in payment by the LTTUs & Annual Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra.

ARTICLE: 11

11. FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

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

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

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

a) Natural Force Majeure Events:

i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and

ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

b) Non-Natural Force Majeure Events:

i. Direct Non–Natural Force Majeure Events

- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or
- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected

Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or

- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or

- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

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

(a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;
(b) Delay in the performance of any Contractors or their agents;
(c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;
(d) Strikes or labour disturbance at the facilities of the Affected Party;
(e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and
(f) Non-performance caused by, or connected with, the Affected Party's:
    i. negligent or intentional acts, errors or omissions;
    ii. failure to comply with an Indian Law; or

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

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

11.5 Notification of Force Majeure Event

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

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

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

11.6 Duty to perform and duty to mitigate

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

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

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

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

(c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per **Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024** as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per **Annexure VI to the Maharashtra Regulatory Commission (Multi Year Tariff) Regulations, 2024,** then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

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

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

ARTICLE: 12

12. CHANGE IN LAW

12.1 Change in Law

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

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the Commission, under which the Transmission License for the Project was granted if made applicable by such Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

a) Taxes on corporate income; and

b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

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

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

12.3 Notification of Change in Law:

12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.

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

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

12.4 Payment on account of Change in Law

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

ARTICLE: 13

13. EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

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

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

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

c. If the TSP:

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

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

Except where such transfer is in pursuance of a Law and

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

d. If:

i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such

proceedings remain uncontested for a period of thirty (30) days; or

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

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

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

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

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

g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98% for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or

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

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

j. except for the reasons solely attributable to Nodal Agency, the TSP is in material breach of any of its obligations under this Agreement and

such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Nodal Agency; or

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

13.2 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.

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

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

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

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

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

a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Nodal Agency with a copy to the Lenders'

Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Nodal Agency.

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

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

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

13.4 Termination due to Force Majeure

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

13.4.2 In case of termination of this Agreement, the TSP shall provide to the Nodal Agency the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Nodal Agency within thirty (30) days of Termination Notice.

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

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

13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency

shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.

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

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

13.6 Revocation of the Transmission License

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

13.7 Termination Payment

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

ARTICLE: 14

14. LIABILITY AND INDEMNIFICATION

14.1 Indemnity

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

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

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

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

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

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

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

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred

by the TSP from third party claims arising by reason of:

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

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

14.2 Patent Indemnity:

14.2.1

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

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

(b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article 14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.

(c) If the TSP fails to notify the Nodal Agency within twenty-eight (28) days after receipt of such notice from the Nodal Agency under Article 14.2.1(b) above,

that it intends to attend any such proceedings or claim, then the Nodal Agency shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Nodal Agency within the twenty eight (28) days period, the Nodal Agency shall make no admission that may be prejudicial to the defence of any such proceedings or claims.

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

14.2.2

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

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

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

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

14.3 Monetary Limitation of liability

14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of **Rs. 1.94 Crore (Rupees One Crore Ninety Four Lakh Only).**

14.4 Procedure for claiming indemnity

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

Provided however that, if:

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

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

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

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

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

14.5 Limitation on Liability

14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Nodal

Agency nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Nodal Agency, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

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

14.6 Duty to Mitigate

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

ARTICLE: 15

15. ASSIGNMENTS AND CHARGES

15.1 Assignments:

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

15.2 Permitted Charges:

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

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

Provided that:

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

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

15.2.3 Article 15.2.1 does not apply to:

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

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

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

15.3 Substitution Rights of the Lenders

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

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

ARTICLE: 16

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Mumbai.

16.2 Amicable Settlement:

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

(i) a description of the Dispute;
(ii) the grounds for such Dispute; and
(iii) all written material in support of its claim.

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

(i) counter-claim and defences, if any, regarding the Dispute; and
(ii) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the State Commission.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the State Commission as provided in Article 16.3 and save as the State Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations/ roles (which are not in dispute) under this Agreement.

ARTICLE: 17

17. REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Nodal Agency

17.1.1 The Nodal Agency hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and authority to execute and consummate this Agreement;

b. This Agreement is enforceable against the Nodal Agency in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of Nodal Agency will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Nodal Agency is a Party or to which the Nodal Agency is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Nodal Agency as follows and acknowledges and confirms that the Nodal Agency is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against it, in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;

e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.

17.2.2 The TSP makes all the representations and warranties above to be valid as on the Effective Date of this Agreement.

ARTICLE: 18

18. INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

The Nodal Agency shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

18.2 Roles and functions of Independent Engineer

The role and functions of the Independent Engineer shall include the following:

a. Progress Monitoring as required under this Agreement;
b. Ensuring Quality as required under this Agreement;
c. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness during construction phase;
d. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation during construction phase;
e. determining, as required under the Agreement, the valuation of the Project Assets.
f. Assisting the Parties in resolution of Disputes and
g. Undertaking all other duties and functions in accordance with the Agreement.

18.3 Remuneration of Independent Engineer

The fee and charges of the Independent Engineer shall be paid by the Nodal Agency as per terms & conditions of appointment.

18.4 Termination of appointment

18.4.1 The Nodal Agency may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.

18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Nodal Agency and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Nodal Agency shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Nodal agency is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Nodal Agency shall appoint forthwith another Independent Engineer.

18.5 Authorised signatories

The Nodal Agency shall require the Independent Engineer to designate and notify to the Nodal Agency up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

ARTICLE: 19

19. MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

19.1.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of **LATUR 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 **LATUR 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 **LATUR 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 **LATUR 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 **LATUR REZ TRANSMISSION**

LIMITED, then holding of Selected Bidder A in **LATUR 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 **LATUR REZ TRANSMISSION LIMITED,** then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in **LATUR 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.

19.4 Affirmation

The TSP and the Nodal Agency, each affirm that:

1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and

2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the TSP and the Nodal Agency hereby undertake not to engage in any similar acts during the Term of Agreement.

19.5 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same Agreement.

19.7 Breach of Obligations/ Roles

The Parties acknowledge that a breach of any of the obligations/ roles contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting Party in each case specified under this Agreement

19.8 Restriction of Shareholders / Owners Liability

19.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

19.8.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

19.9 Taxes and Duties:

19.9.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.

19.9.2 The Nodal Agency shall be indemnified and held harmless by the TSP against any claims that may be made against the Nodal Agency in relation to the matters set out in Article 19.9.1.

19.9.3 The Nodal Agency shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Nodal Agency on behalf of TSP or its personnel, provided the TSP has consented in writing to the Nodal Agency for such work, for which consent shall not be unreasonably withheld.

19.10 No Consequential or Indirect Losses

The liability of the TSP shall be limited to that explicitly provided in this Agreement.

Provided that, notwithstanding anything contained in this Agreement, under no event shall the Nodal Agency or the TSP claim from one another any indirect or consequential losses or damages.

19.11 Discretion:

Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

19.12 Confidentiality

19.12.1 The Parties undertake to hold in confidence this Agreement and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

(a) to their professional advisors;
(b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
(c) disclosures required under Law,

without the prior written consent of the other Parties.

Provided that, the TSP agrees and acknowledges that the Nodal Agency, may, at any time, disclose the terms and conditions of the Agreement and the RFP Project Documents to any person, to the extent stipulated under the Law and the Competitive Bidding Guidelines.

19.13 Order of priority in application:

Save as provided in Article 2.5, in case of inconsistencies between the terms and conditions stipulated in Transmission License issued by the State Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement;
- Agreement(s), if any, under MERC MYT Regulations.

19.14 Independent Entity:

19.14.1 The TSP shall be an independent entity performing its obligations pursuant to the Agreement.

19.14.2 Subject to the provisions of the Agreement, the TSP shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the TSP or Contractors engaged by the TSP in connection with the performance of the Agreement shall be under the complete control of the TSP and shall not be deemed to be employees, representatives, Contractors of the Nodal Agency and nothing contained in the Agreement or in any agreement or contract awarded by the TSP shall be construed to create any contractual relationship between any such employees, representatives or Contractors and the Nodal Agency.

19.15 Amendments:

19.15.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

19.16 Waiver:

19.16.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

19.16.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

19.17 Relationship of the Parties:

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.18 Entirety:

19.18.1 This Agreement along with its sections, schedules and appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

19.18.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Nodal Agency by the TSP shall stand superseded and abrogated.

19.19 Notices:

19.19.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language

19.19.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

19.19.3 If to the Nodal Agency, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

(i) **STATE TRANSMISSION UTILITY,MAHARASHTRA (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 MERC MYT Regulations, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

19.20.3 For the purposes of this Clause 19.20, the following terms shall have the meaning

hereinafter respectively assigned to them:

(a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the RFP Project Documents or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the RFP Project Documents, as the case may be, any person in respect of any matter relating to the Project or the LoI or the RFP Project Documents, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;

(b)"**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

19.21 Compliance with Law:

Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

1. For and on behalf of TSP

……..

[Signature, Name, Designation and Address]

2. For and on behalf of **STATE TRANSMISSION UTILITY, MAHARASHTRA (Nodal Agency)**

……..

[Signature, Name, Designation and Address]

WITNESSES:

1. For and on behalf of

: **BPC**

……

[Signature]

.....

[Insert, Name, Designation and Address of the Witness]

2. For and on behalf of

: **Nodal Agency**

……

[Signature]

.....

[Insert Name, Designation and Address of the Witness]

SCHEDULES

Schedule: 1

Project Description and Scope of Project

A. Description of the Transmission Scheme

The project has been planned considering the total RE generation expected in Dharashiv and Latur district which is in the range of 1-2 GW. This will Facilitate the large scale RE projects power evacuation and also relieve the transmission constraint in the existing network which does not have any margin left.

The subject Transmission system was deliberated and approved in the 8th meeting of the Empowered Committee held on 08.07.2025 Government of Maharashtra vide Gazette notification dated 03.10.2025 has appointed PFCCL as BPC for implementation of the subject transmission scheme through TBCB route.

B. Detailed Scope of Work

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD from Effective Date**
1	**Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs** • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	24 months
2	**400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)** • 400 kV line bays at 400 kV Washi(Proposed)	
3	**220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)**	

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD from Effective Date**
	• 220 kV line bays at 220 kV Harangul(Existing)	
4	**220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)** • 220 kV line bays at 220 kV Murud (Existing)	
5	**220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)** • 220 kV line bays at 220 kV Vairag(Existing)	
6	**220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)** • 220 kV line bays at 220 kV Narangwadi(Existing)	
7	**220 kV Connectivity to Solar Generators** • 220 kV End Bays – 6 Nos.	
8	**132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)** • 132 kV line bays at 220 kV Tuljapur (Existing)	
9	**132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)** • 132 kV line bays at 132 kV Ausa (Existing)	

Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*)

1 400 kV line bay at Washi (Proposed)
2 220 kV line bay at Harangul (Existing)
3 220 kV line bay at Murud (Existing)
4 220 kV line bay at Vairag (Existing)
5 220 kV line bay at Narangwadi (Existing)
6 132 kV line bay at Tuljapur (Existing)
7 132 kV line bay at Ausa (Existing)

TECHNICAL SPECIFICATIONS OF TRANSMISSION SYSTEM

A. SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

A.1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time. Other CEA Regulations/guidelines as amended up to date, 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 For power line crossings, following should be followed:

a) Under crossing of the existing transmission line of same Voltage shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical

Inspector, CEA with detailed study ensuring that all statutory electrical clearances and Electric Field limit of 10 kV/m at 1 m and 1.8 m from ground level is not violated.

b) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

c) For power line crossing of 132kV and 220kV (or 230kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

d) For power line crossing of 66kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of theprevailing site condition and line deviation requirement.

e) For crossing of railway track, 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: -

(a) For all 400 kV lines under present scope

Type of conductor: ACSR / AAAC / AL59

Transmission line	**ACSR Conductor specified**	**EquivalentAAAC conductor based on 53% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
400 kV D/C (Quad Bundle) transmission lines	**Moose: Stranding** 54/3.53mm-Al + 7/3.53 mm- Steel, 31.77 mm diameter 528.5 mm^2, Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	**Stranding details:** 61/3.55(61/3.66) mm 31.95 (32.94) mm diameter; 604 (640) mm^2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506 (0.0534) Minimum UTS: 159.80 (178.43) kN	**Stranding details:** 61/3.31mm 29.79 mm diameter; 525 mm^2 Aluminium alloyarea Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	457 mm

(b) For all 200 kV lines under present scope

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter Maximum DC Resistance at 20°C (Ω/km): 0.06868 Minimum UTS: 130.32 kN	Stranding Details: 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminium alloy area, Maximum DC Resistance at 20°C (Ω/km): 0.06815 Minimum UTS: 135.60 kN	Stranding Details: 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area, Maximum DC Resistance at 20°C (Ω/km): 0.0653 Minimum UTS: 108 kN	NA

(c) For all 132 kV lines under present scope

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
132 kV D/C (Panther) transmission lines	**Panther : Stranding** 30/3.0mm-Al + 7/3.0 mm- Steel, 21.00 mm diameter 212.05 sq mm, Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.1390 Minimum UTS : 89.67 kN	**Stranding details:** 37/3.15mm, 22.05mm diameter; 288.3 sq. mm, Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.1182 Minimum UTS : 84.71 kN	**Stranding details:** 37/3.08 mm, 21.56 mm diameter; 275.66 sq. mm, Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.1075 Minimum UTS : 66.47 kN	NA

Note:

1. **To Select any size above the minimum, the sizes mentioned in the Indian standard IS-398(part-6) shall be followed.*
2. *The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.*

A.8.0 The required phase to phase spacing and horizontal spacing for 765 kV and 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 765 kV and 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 765 kV line shall not be less than 15 m and for 400 kV line 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:

(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

(i) Minimum ground clearance for 400kV line: 8.84 m

(ii) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0 m

II. Minimum live metal clearances for 220 kV line:

(i) Under stationary conditions

From tower body: 2.13 m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15º)	1.98 m
a) Swing angle (30º)	1.83 m
b) Swing angle (45º)	1.675 m

(iii) Minimum ground clearance: 7.015 m

(iv) Minimum mid span separation between earth-wire and conductor: 8.5 m

(v) However, the phase spacing for 220 kV D/C Line shall be not less than 5.0 m

III. Minimum live metal clearances for 132 kV line:

(i) Under stationary conditions

From tower body: 1.53 m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15º)	1.53 m
b) Swing angle (30º)	1.37 m
b) Swing angle (45º)	1.22 m
b) Swing angle (60º)	1.07 m

(iii) Minimum ground clearance: 6.1 m

(iv) Minimum mid span separation between earth-wire and conductor: 6.1 m

(v) However, the phase spacing for 132 kV D/C Line shall be not less than 4.0 m

A.11.0 Shielding angle shall not exceed 20 deg for 400 kV D/C Line transmission line and shall not exceed 30 deg for 220 kV & 132 kV transmission lines.

A.12.0 Transposition is to be done for all transmission lines whose length is greater than 100 km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions. Transposition of the transmission line after construction of LILO shall be maintained by developer.

A.13.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 Kv, 50kA for 1sec for 220kV & 40kA for 1 sec for 132kV.

A.14.0 In case of 400 kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard 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.15.0 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.16.0 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.17.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line.

A.18.0 Wherever, transmission lines are passing through cyclone prone areas i.e. areas upto 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 3km instead of conventional practice of 15 spans or 5km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.19.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m^2 of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5mm 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 330kg/m^3.

c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6kg/ m^2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d) Double coat 20mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300mm below ground level to give protection to concrete surface from environmental and saline effect.

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 50mm coping portion as well as up to 350mm above CL portion.

A.20.0 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.21.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to STU/CTU and BPC by the TSP.

A.22.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.23.0 Safety precautions in regards to gas/oil pipe lines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

B. SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed **400/220/132 kV Latur Substation** shall be conventional Air Insulated Switchgear (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.

LOCATION DETAILS OF EXISTING / PROPOSED SUBSTATIONS:

a) 400/220/132 kV AIS Latur(Proposed) - New substation which is to be implemented under present scheme. : Lattitude-18º 11'13.96" N, Longitude-76º 24'23.67"E
b) 400 kV Harangul (Existing) : Lattitude-18°23'15"N , Longitude-76°30'01"E
c) 220 kV Murud (Existing) : Latitude-18°24'04"N ,Longitude-76°13'40"E
d) 220 kV Vairag (Existing): Latitude-18°03'05"N ,Longitude-75°46'36"E
e) 220 kV Narangwadi (Existing) : Latitude-17°59'10"N ,Longitude-76°35'04"E
f) 220 kV Tuljapur(Existing) :Latitude-17°57'13"N ,Longitude-76°01'36"E
g) 132 kV Ausa(Existing): Latitude-18°15'28"N ,Longitude-76°30'51"E

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.*

Other CEA Regulations/guidelines as amended up to date and MoP guidelines, as applicable, shall also be followed.

B.1.0 Salient features of Substation Equipment and Facilities

The design and specification of substation equipment are to be governed by the following factors:

B.1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl. No.	Description of parameters	400/220/132 kV AIS Latur		
		400 kV System	220 kV System	132 kV System
1	System operating voltage	400 kV	220 kV	132 kV
2	Maximum voltage of the system (rms)	420 kV	245 kV	145 kV
3	Rated frequency	50 Hz	50 Hz	50 Hz
4	No. of phase	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	650 kVp 650 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp	-	-
iii)	One minute power frequency dry withstand voltage (rms)	630 kV	460 kV	275kV
6	Corona extinction voltage	320 kV	156KV rms	105 KV rms
7	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volts at 266 kV rms	1000 micro-volts at 156 kV rms	500 micro-volts at 92 kV rms
8	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)	4495 mm (31 mm/kV)
9	Minimum creepage distance for switchyard equipment	10500 mm (25 mm/kV)	6125 mm (25 mm/kV)	3625 mm (25 mm/kV)
10	Max. fault current	63 kA	50 kA	40 kA
11	Duration of fault	1 sec	1 sec	1 sec

B.1.2 Switching Scheme

Th e switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400 kV	220 kV	132 kV
400/220/132 kV AIS Latur	One and Half breaker	Double Main and Transfer	Double Main and Transfer

Notes: -

i) *For one and half breaker switching scheme, any double circuit line consisting of two numbers of 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 2 (two) numbers of feeders.*

iv) *Connection arrangement of Switchable Line reactors shall be such that it can be used as Line reactor as well as Bus reactor with suitable NGR bypass arrangement.*

v) *Space for 400 kV, 220 kV & 132 kV future line bays shall be kept considering provision of switchable line reactors.*

vi) *TSP shall plan distribution of line and transformer feeders to bus bar in such a way that all power can be evacuated successfully without crossing thermal limit at any point of bus-bar.*

vii) *For AIS type substation, TSP shall keep space provisions for future elements such that interconnection arrangement to the corresponding future bays can be done with overhead AIS type connection without any cable/ GIS duct.*

viii) **400/220/132 kV AIS Latur**

400 kV bay configurations (one and half breaker scheme) shall be as follows:

Configuration	Numbers
ICT - Tie- Line	*2(two)*
*ICT - Tie- Future space for line**	*4(four)*
*Bus Reactor-Tie- Future space **	*1(one)*
Future space for ICT- Tie- Future space for line**	*2(two)*

220 kV bay configurations (double main & transfer bus scheme) shall be as follows:

Configuration	***Numbers***
Main Bus-I	
a) ICT Bay	*2(two)*
b) line bays	*4 (four)*
*c) Future space for line bays **	*3(three)*
Main Bus-II	
d) ICT Bay	*1 (one)*
*e) Future space for ICT Bay**	*1 (one)*
f) line bay	*4(four)*
*g) Future space for line bays **	*3(three)*

132 kV bay configurations (Double Main & transfer bus scheme) shall be as follows:

Configuration	***Numbers***
Main -I	
a) ICT Bay	*2 (two)*
b) line Bays	*2 (two)*
c) Future space for line bays)*	*3(three)*
Main –II	

Configuration	*Numbers*
d) ICT Bay	*1 (One)*
*e) Future space for ICT Bay**	*1 (One)*
f) line Bays	*2 (two)*
*g) Future space for line bays**	*3(three)*

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

Sl. No	Description of bay	400/220/132 kV AIS Latur		
		400 kV	220 kV	132 kV
1	Bus Bar	4000 A	3000 A	3000 A
2	Line bay	3150 A	1600 A	2000 A
3	ICT bay	3150 A	1600 A	2000 A
4	Reactor bay	3150 A	N/A	N/A
5	Bus Sectionaliser bay	N/A	3000 A	3000 A
6	Bus Coupler Bay	N/A	3000 A	3000A
7	Transfer Bus coupler bay	N/A	1600A	3000 A

B.2.1 Power Transformers

B.2.1.1 Autotransformer

500 MVA, 400 /220 kV and 315 MVA, 400/132 kV, 3-Phase Auto Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

B.2.2 Shunt Reactors

B.2.2.1 420 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 available on CEA website.

B.2.3 400 kV, 220 kV & 132 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. The rated break time shall not exceed 40 ms for 400 (420) kV circuit breakers, 60 ms for 220 kV &132 kV circuit breakers. 400 (420) kV and 220 kV Circuit breakers shall be provided with single phase and three phase auto reclosing. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater

reliability. 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. 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 Circuit breakers of switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers of voltage class 400 kV and above.

B.2.3.2 Isolators (AIS)

The isolators shall comply to IEC 62271-102 in general. 400 kV, 220 kV and 132 kV Isolator design shall be double break or vertical break or knee-type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400 kV, 220 kV & 132 kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 400 kV shall have six (five for 400 kV) cores (four for protection and two for metering) and 220 kV & 132 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. 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 20VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 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. 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 whereas the Capacitance of CVT for 765 kV shall be 8800 pF. 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 gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/kV, 12 kJ/kV conforming to IEC 60099-4 in general shall be provided for 400 kV, 220 kV & 132kV systems respectively . 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 220 kV systems respectively. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances, near transformers and reactors so as to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

i) 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. The fourth zone shall be the reverse zone. 400 kV and 220 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are ofdifferent hardware and manufacturing platform or different principle of operation. 132kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 132 kV lines shall also have independent back up over current & earth fault protection.

However, Line Current Differential relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 400 kV & 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. 132kV lines should not have auto-reclosing facility. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV, 220 kV & 132 kV lines shall also be provided with two stages over voltage protection. 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, 220 kV & 132 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.

ii) Auto Transformer Protection

These shall have the following protections:

i) Numerical Differential protection
(400/220 kV ICTs and 220/132 KV ICTs shall have two differential protection relays. The second differential relay shall be provided on IV side C&R panel to avoid congestion on HV side C&R panel. The differential relay shall have different make and algorithm.)

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up 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, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built-in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

iii) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

a) Numerical Differential protection.

b) Numerical Restricted earth fault protection

c) Numerical Back-up impedance protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

iv) Bus bar Protection

The high-speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV, 220 kV & 132 kV buses. Duplicated bus bar protection is envisaged for 765 kV 400 kV & 220 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays shall also be provided.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners. In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

v) Local Breaker Back up Protection

This shall be provided for each 400 kV, 220kV and 132 kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

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 400 kV, 220 kV & 132 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, disconnector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the Relay 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 operation and monitoring of the complete substation including proposed future bays/elements.

In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

In existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway 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 respect including antenna, cable, processing equipment required to receive time signal through GPS or from National Physical Laboratory (NPL) through INSAT shall be provided at new substations. This equipment shall be used to synchronize SAS 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:-

a) 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 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 STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by SLDC 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 DISCOM for energy accounting.

b) 2 sets of 220V 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. 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.

c) 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) 415V 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 No.
f) 48 Volt DC distribution board – 2 No.

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).

d) At new Substation, one No. of DG set (minimum 250 kVA for substations with highest voltage rating as 400 kV and minimum 500 kVA for substations with highest voltage rating as 765 kV) shall be provided for emergency applications.

e) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).

f) 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 Standard Specification and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class) as amended up to date available on CEA website.

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 for all the future bays also.
At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

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 cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high-definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However,

for adjacent future line bay, tower shall be designed for extension (considering Quad for 400 kV) and Twin conductor for 220 kV lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 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 complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL).

g) All electrical equipment shall be installed above the Highest Flood Level 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 (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022/CEA Manual on Transmissions Planning criteria 2023, Line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

C. SPECIFIC TECHNICAL REQUIREMENT FOR COMMUNICATION

The communication requirement shall be in accordance to CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, CERC (Communication System for inter-State transmission of electricity) Regulations, 2017, and CEA (Cyber Security in Power Sector) Guidelines, 2021, all above documents as amended from time to time.

The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele- protection in addition to one channel for speech plus data for each direction

The communication services viz. SCADA, AGC (wherever applicable), VoIP, AMR and PMU have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation.
PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.

Accordingly all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup SLDCs/RLDCs.

The complete InSTS communication system commissioned by TSP under the RFP shall be the asset of InSTS and shall be available for usage of InSTS requirements as suggested by Maharashtra STU/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 AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level

i) TSP shall supply, install and commission One or more nos. of FODP (96F or higher) Fiber capacity along with panel and approach Cable (48F each) with all associated hardware fittings from gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.

ii) TSP shall supply, install and commission one or more STM-16 (FOTE) equipment along with panel/s supporting minimum Eleven (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 Harangul (Existing), Washi (Existing), Murud ,Vairag (Existing), Narangwadi (Existing), Tuljapur(Existing) & Ausa. The suitable DC Power Supply and backup to be provided for communication equipment.

iii) FODP and FOTE equipment with panels shall be provided in Control Room of 400/220/132 kV AIS Latur. FOTE and FODP Equipment can be accommodated in same panel to optimize space.

iv) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP.

v) TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.

vi) The maintenance of all the communication equipment including FOTE, FODP, PMU, approach cable, DCPS along with Battery Bank and Firewall shall be the responsibility of TSP.

C.2.0 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)

i) On 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed), TSP shall supply, install and commission One (1) no. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install OPGW cables from gantry of 400/220/132 kV AIS Latur up to the gantry of 400 kV Washi (Proposed) with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at 400/220/132 kV AIS Latur . The transmission line length for 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) is 65 kms (approx.) where repeater may not be required to meet the link budget requirement of 765 kV 2xD/C line from 400/220/132 kV AIS Latur to 400 kV AIS Latur (Proposed) link.

However, TSP shall finalize the requirement and location of repeater station depending upon the actual site conditions. Further TSP shall comply to the requirements mentioned as per **Appendix-F.1**

Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.3.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Harangul (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 35 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Harangul (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.4.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Murud (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 20 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Murud (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.5.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Vairag (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 60 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Vairag (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.6.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Narangwadi (Existing)up to the gantry of 400/220/132 kV AIS Latur 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 40 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Narangwadi (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.7.0 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each)

i) On 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Tuljapur (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 40 km (approx.), where repeater may not be required to meet the link budget requirement of 132 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Tuljapur (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.5.0 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)

i) On 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa, TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 132 kV Ausa up to the gantry of 400/220/132 kV AIS Latur 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 40 km (approx.), where repeater may not be required to meet the link budget requirement of 132 kV D/C line from 400/220/132 kV AIS Latur to 132 kV Ausa link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.5.0 4 Nos of 765 kV line bays at 400/220/132 kV AIS Laturfor termination of 765 kV 2x D/C Line from 400/220/132 kV AIS Laturto 765kV AIS Kandalgaon (Proposed).

i) TSP shall supply, install & commission One or more nos FODP (144F or higher) along with panel and required Approach Cable (48F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

ii) TSP shall supply, install & commission One STM-16 (FOTE) equipment along with panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection – 1+1) with necessary interfaces to meet the voice and data communication requirement between 400/220/132 kV AIS Laturand 765kV AIS Kandalgaon (Proposed). 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 765kV AIS Kandalgaon (Proposed) 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.

iv) 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).

v) FOTE & FODP can be accommodated in same panel to optimize space.

vi) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the communication equipment and software thereof including FOTE, PMU, FODP, approach cable, DCPS along with Battery Bank shall be the responsibility of TSP.

Annexure-F.1

Next Generation Firewall (NGFW)

TSP shall provide 2 Nos. Next Generation Firewalls (NGFW); one No. Main and one No. 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).

Minimum 16 Nos. of ports/interfaces in each firewall (i.e. Main and Standby). TSP can use 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:

1. Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) and Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.
2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and UDP packets. It shall have the provision to define application control list based on application group and/or list.
3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching
4. Firewall shall have Management Console port to configure remotely.
5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
6. Firewall shall be rack mounted in existing standard equipment cabinets.
7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.
9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.
10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.
11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.
12. Firewall shall have the capability to configure sufficient number of VLANs.

13. Firewall shall have the capability to support sufficient number of sessions.
14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 Nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps
15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.
17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
18. Shall support simultaneous operation with both IPv4 and IPv6 traffic
19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization
20. Firewall shall have the features of port as well as MAC based security
21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.
23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

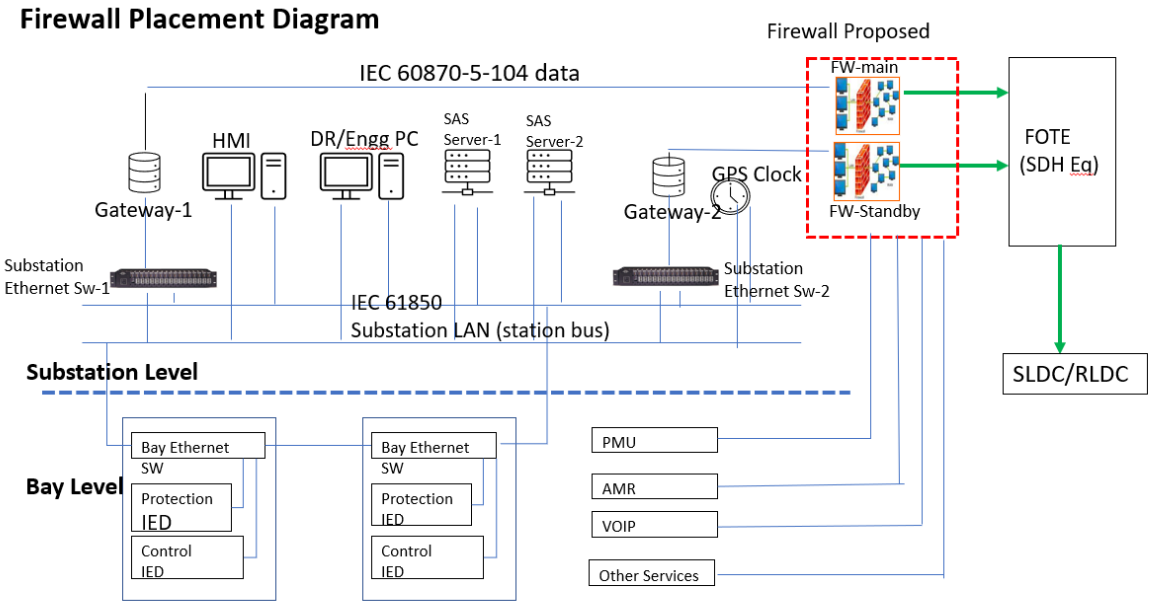

Firewall Placement Diagram
Firewall Proposed
IEC 60870-5-104 data
FW-main
FW-Standby
FOTE
(SDH Eq)
HMI
DR/Engg PC
SAS
Server-1
SAS
Server-2
GPS Clock
Gateway-1
Gateway-2
Substation
Ethernet Sw-1
Substation
Ethernet Sw-2
IEC 61850
Substation LAN (station bus)
SLDC/RLDC
Substation Level
Bay Level
Bay Ethernet
SW
Protection
IED
Control
IED
Bay Ethernet
SW
Protection
IED
Control
IED
PMU
AMR
VOIP
Other Services

Figure F.2

Annexure F.3

C.5.0 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 protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele-protection in addition to one channel for speech plus data for each direction. The PLCC equipment shall in brief include the following: -

i) Coupling device, Coupling Filters, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.

ii) 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 centers (RLDC/SLDC) etc.

iii) Coupling devices shall be suitable for phase to phase coupling for 765 kV and 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.

iv) The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.

v) 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.

vi) PLCC equipment for all the transmission lines covered under the scheme (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT and Wave trap for all the line bays under present scope shall be provided by TSP.

vii) TSP shall provide/ undertake necessary addition/ modification/ shifting/ re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).

viii) PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines under present scope:

Sl. No	Line name	PLCC configuration
1	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
2	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
3	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
6	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends. .
7	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.

ix) Further, CVT and Wave trap for all 400 kV, 220 kV & 132 kV line bays under present scope shall be provided by TSP.

x) All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.

xi) Two (2) sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required.

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]

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
1	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	25 Months
2	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) • 400 kV line bays at 400 kV Washi(Proposed)	
3	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Harangul(Existing)	
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) • 220 kV line bays at 220 kV Murud (Existing)	
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Vairag(Existing)	

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
6	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing)	
7	220 kV Connectivity to Solar Generators • 220 kV End Bays – 6 Nos.	
8	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) • 132 kV line bays at 220 kV Tuljapur (Existing)	
9	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) • 132 kV line bays at 132 kV Ausa (Existing)	
Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)		

Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1. Site Regulations and Safety:

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Long Term Transmission System User and the STU for the purpose of monitoring of the Project.

2. Emergency Work:

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any entity, other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3. Site Clearance:

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4. Watching and Lighting:

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

Schedule: 4

Computation of Transmission Charges

1.1. General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per provisions of MERC MYT Regulations.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	140 X 25% X ((28+31)/365)	5.65		--	0.00
1-Apr-18 to 30-Nov-18	140 X 25% X (244/365)	23.39		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
……					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
……					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to	--	0.00		--	0.00

30-Sept-18					
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: **Rs. 140 Million**
Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-May-2020	25%
Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Oct-19 to 31-Mar-20	--	0.00	1-Oct-19 to 31-Mar-20	--	0.00
1-Apr-20 to 30-Apr-20	-	0.00	1-Apr-20 to 30-Apr-20	-	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
…….					
36 (1-Apr to 30-Apr)	140 X 100% X (30/ 365)				11.51

Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
…….					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: **Rs. 140 Million**
Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1	**Transmission Charges for Element 2**	
1-July-19 to 31-Mar-20	140 X 100% X (274/365)	105.09
2	140 X 100% X 1	140
3	140 X 100% X 1	140
4	140 X 100% X 1	140
5	140 X 100% X 1	140
…….		
……..		
36 (1-Apr to 30-Jun)	140 X 100% X (91/365)	34.91

Illustration-7: In case of early commissioning of an element

Quoted Transmission Charges: **Rs. 140 Million**
Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Apr-2019 to 30-Jun-19	140 X 25% X (91/365)	8.72	1-Apr-2019 to 30-Jun-19	--	0.00
1-July-19 to 31-Mar-20	140 X 100% X (274/ 365)				105.09
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr-30-Jun)	140 X 100% X (91/365)				34.91

The Transmission Charges shall be payable on monthly basis as computed above.

1.2. Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

For AC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 98% and less than or equal to 98.5%;
Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;
Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;
Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 98%and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%;
Monthly Transmission Charges MTC(m) = Tmn *1

c. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%;
Monthly Transmission Charges MTC(m) = Tmn * (AA/ 96%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;
Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%;
Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;
Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

where:

- AA is the actual Availability, as certified by RPC, as per procedure provided in Schedule 6.
- m is the month in Contract Year 'n'
- Tmn= Transmission Charges for the month 'm' in Contract Year 'n' = (=Transmission Charge/ No. of days in the Year n)* No. of days in month m

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

1.3. SLDC Fee & Charges

The payment of SLDC fee & charges, in accordance with relevant regulations of MERC, shall be the responsibility of the TSP.

Schedule: 5

Quoted Transmission Charges

[Quoted Transmission Charges from Annexure - 21 of the RFP of the Selected Bidder to be inserted here]

[To be incorporated from the Bid of the Selected Bidder submitted during the e-reverse auction after its selection]

Quoted Transmission Charges: Rs. …… Million

Sl. No	Name of the Transmission Element	Scheduled COD from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	24 months from Effective Date	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)			

Sl. No	Name of the Transmission Element	Scheduled COD from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
3.	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)			
4.	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)			
5.	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)			
6.	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)			
7.	220 kV Connectivity to Solar Generators 220 kV End Bays – 6 Nos.			
8.	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each)			
9.	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)			

Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*)

1. 400 kV line bay at Washi (Proposed)
2. 220 kV line bay at Harangul (Existing)
3. 220 kV line bay at Murud (Existing)
4. 220 kV line bay at Vairag (Existing)
5. 220 kV line bay at Narangwadi (Existing)
6. 132 kV line bay at Tuljapur (Existing)
7. 132 kV line bay at Ausa (Existing)

Schedule: 6

महाराष्ट्र शासन राजपत्र असाधारण भाग चार-क, ऑगस्ट १९, २०२४/श्रावण २८, शके १९४६

Annexure-VI: Procedure for calculation of Transmission System Availability for a Month

1. Transmission system availability for a calendar month shall be computed by the respective Transmission Licensee, and certified by the MSLDC, separately for each AC and HVDC transmission system. For the purpose of calculation of Transmission System Availability:
   - i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element.
   - ii) Inter-Connecting Transformers (ICTs): Each ICT bank (three single phase transformer together) shall form one element.
   - iii) Static VAR Compensator (SVC): SVC along with SVC transformer shall form one element. However, 50% credit to inductive and 50% to capacitive rating shall be given.
   - iv) Bus Reactors/Switchable line reactors: Each Bus Reactors/Switchable line reactors shall be considered as one element.
   - v) HVDC Bi-pole links: Each pole of HVDC link along with associated equipment at both ends shall be considered as one element.
   - vi) HVDC back-to-back Station: Each block of HVDC back-to-back Station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back Station) is not available, the HVDC back-to-back Station block shall also be considered as unavailable.

2. The Availability of AC and HVDC portion of Transmission system shall be computed as under:

   % Availability for AC system

$$= \frac{o \times AVo + p \times AVp + q \times AVq + r \times AVr}{o + p + q + r} \times 100$$

   % Availability for HVDC system

$$= \frac{s \times AVs + t \times AVt}{s + t} \times 100$$

   Where

   o = Total number of AC lines;

AVo = Availability of o number of AC lines;

p = Total number of bus reactors/switchable line reactors;

AVp = Availability of p number of bus reactors/switchable line reactors;

q = Total number of ICTs;

AVq = Availability of q number of ICTs;

r = Total number of SVCs;

AVr = Availability of r number of SVCs;

s = Total number of HVDC poles;

AVs = Availability of s number of HVDC poles;

t = Total number of HVDC back-to-back Station blocks;

AVt = Availability of t number of HVDC back-to-back Station blocks.

3. The weightage factor for each category of transmission element shall be as under:

(a) For each circuit of AC line – Surge Impedance Loading (SIL) for Uncompensated line multiplied by ckt-km.

SIL rating for various voltage levels and conductor configurations is given in **Appendix-I**. However, for the voltage levels and/or conductor configurations not listed in Appendix-I, appropriate SIL based on technical considerations may be used for availability calculation under intimation to long-term transmission customers/DICs.

For compensated AC line, SIL shall be as certified by the Maharashtra State Power Committee (MSPC) Secretariat considering the compensation on the line.

For shunt compensated line, the reduced value of SIL shall be taken in accordance with the location of the reactor. Similarly, in case of the lines with series compensation, the higher SIL shall be taken as per the percentage of compensation.

(b) For each HVDC pole- The rated MW capacity x ckt-km

(c) For each ICT bank – The rated MVA capacity

(d) For SVC- The rated MVAR capacity (inductive and capacitive)

(e) For Bus Reactor/switchable line reactors – The rated MVAR capacity.

(f) For HVDC back-to-back Station connecting two Regional grids- Rated MW capacity of each block.

4. The availability for each category of transmission element shall be computed based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the transmission elements are as per **Appendix-II**.

5. The transmission elements under outage due to following reasons shall be deemed to be available:
   i. Shut down availed for maintenance or construction of elements of another transmission scheme. If the other transmission scheme belongs to the Transmission Licensee, the MSLDC may restrict the deemed availability period to that considered reasonable for the work involved.
   ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of MSLDC.

6. Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration:
   i. Outage of elements due to acts of God and force majeure events beyond the control of the Transmission Licensee. However, onus of satisfying the MSLDC that element outage was due to aforesaid events and not due to design failure shall rest with the Transmission Licensee. A reasonable restoration time for the element shall be considered and any additional time taken by the Transmission Licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the Transmission Licensee. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.
   ii. Outage caused by grid incident/disturbance not attributable to the Transmission Licensee, e.g., faults in substation or bays owned by other agency causing outage of the Transmission Licensee's elements, and tripping of lines, ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration.

Appendix-II

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

$$AV_o\text{(Availability of } o \text{ no. of AC lines)} = \sum_{i=1}^{o} \frac{W_i(T_i - T_{NAi})}{T_i} \Big/ \sum_{i=1}^{o} W_i$$

$$AV_s\text{(Availability of s no. of HVDC pole)} = \sum_{j=1}^{s} \frac{W_j(T_j - TNA_j)}{T_j} \Big/ \sum_{j=1}^{s} W_j$$

$$AV_q\text{(Availability of } q \text{ no. of ICTs)} = \sum_{K=1}^{q} \frac{W_k(T_k - T_{NAk})}{T_k} \Big/ \sum_{k=1}^{q} W_k$$

$$AV_r\text{(Availability of r no. of SVCs)} = \left[\sum_{l=1}^{r} 0.5\frac{W_{Il}(T_{Il} - T_{NAIl})}{T_{Il}} + \sum_{l=1}^{r} 0.5\, W_{Cl}\frac{(T_{Cl} - {}_{AC}l)}{T_{Cl}}\right] \Big/ \left[\sum_{l=1}^{r} 0.5 W_{Il} + \sum_{l=1}^{r} 0.5\, W_{Cl}\right]$$

$$AV_p\text{(Availability of } p \text{ no. of Switched Bus reactors)} = \sum_{m=1}^{p} \frac{W_m(T_m - T_{NAm})}{T_m} \Big/ \sum_{m=1}^{p} W_m$$

$$AV_t\text{ (Availability of t no. of HVDC Back-to-back Blocks)} = \sum_{n=1}^{t} \frac{W_n(T_n - T_{NAn})}{T_n} \Big/ \sum_{n=1}^{t} W_n$$

Where W_i = Weightage factor for i^{th} transmission line

W_j = Weightage factor for j^{th} HVDC pole

Wk	=	Weightage factor for k^{th} ICT
W$_I l$&W$_C l$	=	Weightage factors for inductive & capacitive operation of l^{th} SVC
Wm	=	Weightage factor for mth bus reactor
Wn	=	Weightage factor for nth HVDC back to back block.

Ti, Tj, Tk, T$_I l$, T$_C l$, = Tm&Tn	The total hours of ith AC line,jth HVDC pole, kth ICT, 1th SVC (Inductive Operation), 1th SVC (Capacitive Operation),m^{th} Switched Bus Reactor &nth HVDC back-to-back block during the period under consideration (excluding time period for outages not attributable to Transmission Licensee for reasons given in Para 6 of the procedure)
T$_{NA} i$,T$_{NA} j$, T$_{NA} k$ = T$_{NAC} l$, T$_{NA} m$,	The non-availability hours (excluding the time period for T$_{NA} l$, outages not attributable to transmission Licensee taken as T$_{NA} n$, deemed availability as per Para 5 of the procedure) for ith AC line, , jth HVDC pole, k^{th} ICT, 1th SVC (Inductive Operation), 1th SVC (Capacitive Operation), m^{th} Switched Bus Reactor and nth HVDC back-to-back block.

Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

Schedule: 8

Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the …….. **[LATUR REZ TRANSMISSION LIMITED]** or Selected Bidder on behalf of the TSP, or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated …….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 …… [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to …… (being the Nodal Agency) at ……[Insert the Place from the address of the Nodal Agency indicated in the TSA] forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees …….. Crores (Rs. …….) only [Insert the amount of the bank guarantee] on behalf of M/s. …… [Insert name of the Selected Bidder or SPV].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ……and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. …….. Crores (Rs. ……..) only. Our Guarantee shall remain in force until …….. [Insert the date of validity of the Guarantee as per Article 3.1.2 of this Agreement]. The Nodal Agency, shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from …… (in its roles as the Nodal Agency), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Selected Bidder], …….. [Insert name of the TSP] and / or any other person. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **[LATUR REZ TRANSMISSION LIMITED]** or the Selected Bidder, as the case may be, to make any claim against or any demand on **[LATUR REZ TRANSMISSION LIMITED]** or the Selected Bidder, as the case may be, or to give any notice to **[LATUR 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 **[LATUR 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. …….. Crores (Rs. ……..) only and it shall remain in force until ……[Date to be inserted on the basis of Article 3.1.2 of the Transmission Service Agreement], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by …….. [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

In witness where of:

Signature .....

Name: .....

Power of attorney No.: ……

For:

…….. [Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office

SCHEDULE 8A

FORMAT FOR SURETY INSURANCE CONTRACT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.

Foreign entities submitting Bids are required to follow the applicable law of India)

In consideration of the.....[Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] (hereinafter referred to as the 'Principal Debtor' for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ……/ to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal ('RFP') and other RFP Project Documents, subject to the condition of providing a Performance Bank Guarantee or a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the Nodal Agency , the [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as "Surety") hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at ...[Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency , namely……..] forthwith on demand in writing from the Nodal Agency , or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees ……Crores (Rs……..) only [Insert the amount of the Surety Insurance Contract]

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency , this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency , and shall not be terminable by notice or any change in the constitution of the Surety or the term of the Transmission Service Agreement or by any other reasons whatsoever and the liability hereunder of the Surety shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed (with or without the knowledge or consent of the Surety) by or between the Principal Debtor and the Nodal Agency .

The liability of the Surety under this Surety Insurance Contract is restricted to Rupees ……. Crores (Rs) only. The Surety Insurance Contract shall remain in force until [Insert the date of validity of the Surety Insurance Contract]. The Nodal Agency shall be entitled to invoke this Surety Insurance Contract up to three hundred sixty five (365) days after the last date of the validity of this Surety Insurance Contract.

The Surety hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency , containing the statement that the contractor has failed to meet its contractual obligations raised at the above mentioned address of the Surety (address of Surety office should be a place in NCR only) and the Surety shall pay the amount without reference to the Principal Debtor.

Any such demand made by the Nodal Agency on the Surety shall be conclusive and binding not withstanding any difference between the Nodal Agency and the Principal Debtor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenor(including Claim period) whichever is earlier.

The Surety shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection by the Principal Debtor, namely, …… [Insert name of SPV], or ……. [Insert name of the Selected Bidder], or ……. [Insert name of the TSP] and/or any other person. The Surety shall not require the Nodal Agency to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Nodal Agency in respect of any payment made hereunder.

This SURETY INSURANCE CONTRACT shall be interpreted in accordance with the laws of India.

This SURETY INSURANCE CONTRACT is being executed by the Surety in terms of the IRDAI (Surety Insurance Contract) Guidelines, 2022 and the Surety hereby acknowledges, accepts and confirms that this Surety Insurance Contract shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3) (b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

The Surety represents that this Surety Insurance Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety in the manner provided herein.

This SURETY INSURANCE CONTRACT shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety.

In order to give effect to this surety Bond, the Nodal Agency shall be entitled to act as if the surety insurer were the principal debtor and any change in the constitution of the contractor and/or the surety insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the surety insurer under this surety Bond.

This SURETY INSURANCE CONTRACT shall be a primary obligation of the Surety as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this Surety Insurance Contract to take any action in any court or arbitral proceedings against the Principal Debtor, namely, …… [Insert name of SPV], or ..... [Insert

name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, to make any claim against or any demand on the Principal Debtor, namely,..... [Insert name of SPV], or ……. [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to Principal Debtor, namely…… [Insert name of SPV], or ……. [Insert name of the Selected Bidder], or …..... [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Principal Debtor, namely, …… [Insert name of SPV], or ……. [Insert name of the Selected Bidder], or …… [Insert name of the TSP] and/or any other person, as the case may be.

The Surety acknowledges that this Surety Insurance Contract is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Long Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement Provided that any such assignment shall be in compliance with the relevant provisions of the Insurance Act 1938

The Surety hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this Surety Insurance Contract either in part or in full, as it may deem fit. In case of invocation of this Surety Insurance Contract in part, besides making payment for the part of Surety Insurance Contract invoked, surety at the request of Nodal Agency shall amend the value of Surety Insurance Contract to the extent of balance amount.

The Surety undertakes not to revoke this Surety Contract during its currency, except with the previous express consent of the Nodal Agency in writing and declares and warrants that it has the power to issue this Surety Contract and the undersigned has full powers to do so on behalf of the Surety

In witness where of:

Signature…….

Name: ……

Power of attorney No/ Employee No. as applicable.: ……..

For:

…..... [Insert Name of the Surety-Insurance Company]

Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

1. The Stamp Paper should be in the name of the Executing Insurance Company.

SCHEDULE 8B

Format for Issuance of Payment on Order Instrument

Dear Sir,

1. Indian Renewable Energy Development Agency Limited ('IREDA")/PFC/REC has sanctioned a non-fund based limit loan of Rs. (Rupees…… Only) to M/s. …… [SPV [SPV IS UNDER INCORPORATION] or selected Bidder] under the Loan Agreement executed on ……. to execute Transmission System Projects.
2. In consideration of the.....[Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] for the purposes of this Payment on Order Instrument ("POI") having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ……/ to be executed as per the draft of the Model Transmission Service Agreement provided along with the Request for Proposal („RFP") and other RFP Project Documents, subject to the condition of providing a POI guaranteeing the due performance of the obligations under the Transmission Service Agreement to the Nodal Agency /Maharashtra State Transmission Utility (MSTU), the……[Insert name and address of the non-banking financial institutions(IREDA/PFC/REC) issuing the POI and address of the head office] (hereinafter referred to as "Guarantor") hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency , namely……..] forthwith on demand in writing from the Nodal Agency , or any Officer authorized by it in this behalf, intimated to the Guarantor at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs) only [Insert the amount of Payment on Order Instrument]
3. At the request of ……..and on behalf of M/s. ……, [SPV [SPV IS UNDER INCORPORATION] or selected

Bidder] this Payment on Order Instrument (POI) for an amount of Rs. …….. (Rupees ……..) is being issued with IREDA/PFC/REC assuming the obligations to remit such amount to MSTU from the sanctioned loan.

4. This Payment on Order Instrument comes into force immediately and IREDA/PFC/REC confirms that it has sufficient amount out of the sanctioned loan and shall maintain the required amount to pay under this Payment on Order Instrument, during the validity and claim period of this Payment on Order Instrument.
5. This POI has been issued by IREDA/PFC/REC utilizing the credit limit of M/s……..[SPV [SPV IS UNDER INCORPORATION] or selected Bidder] IREDA/PFC/REC confirms that its liability to pay under this Payment on Order Instrument shall be primary and independent of whether at the time of invocation of Payment on Order Instrument, the sanctioned funds are available or not and notwithstanding, the status of M/s. …… [SPV [SPV IS UNDER INCORPORATION] or selected Bidder] at the relevant time and to whether IREDA/PFC/REC is able to recover the amount advanced by it to the said developer.
6. IREDA/PFC/REC and M/s. [SPV [SPV IS UNDER INCORPORATION] or selected Bidder] hereby acknowledges, accepts and confirms that this Payment on Order Instrument shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3) (b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.
7. IREDA/PFC/REC liability under this POI is restricted to Rupees Crores (Rs……) only. This POI shall remain in force until…… [Insert the date of validity of the POI]. The Nodal Agency shall be entitled to invoke this POI up to three hundred sixty-five (365) days after the last date of the validity of this POI. This POI shall be extended from time to time for such period, as may be desired by the TSP.
8. The Guarantor hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency , raised at the above-mentioned address of the Guarantor (address of Guarantor office should be in NCR only) and

the Guarantor shall pay the amount to the Nodal Agency without reference to the TSP.

9. Any such demand made by the Nodal Agency on the Guarantor shall be conclusive and binding not withstanding any difference between the Nodal Agency and the TSP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Guarantor undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the POI herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenure or (including Claim period) whichever is earlier.
10. The Guarantor shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection or disputes raised by the TSP, namely, …… [Insert name of SPV], or [Insert name of the Selected Bidder], or ……. [Insert name of the TSP] and/or any other person. The Guarantor shall not require the Nodal Agency to justify the invocation of this POI, nor shall the Guarantor have any recourse against the Nodal Agency in respect of any payment made hereunder.
11. This POI shall be interpreted in accordance with the laws of India.
12. The Guarantor represents that this POI Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor in the manner provided herein.
13. This POI shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor.
14. This POI Contract shall be a primary obligation of the Guarantor as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this POI Contract to take any action in any court or arbitral proceedings against the TSP, namely,…… [Insert name of SPV], or .....[Insert name of the Selected Bidder], or.....[Insert name of the TSP] and/or any other person, as the case may be to make any claim against or any demand on the TSP, namely, …… [Insert name of SPV], or ……. [Insert name of the Selected Bidder], or … .....[Insert name of the TSP] and/or any other person, as the case may be, or to give any notice

to TSP, namely…… [Insert name of SPV], or .....[Insert name of the Selected Bidder], or ……. [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the TSP, namely, …… [Insert name of SPV], or .....[Insert name of the Selected Bidder], or ……. [Insert name of the TSP] and/or any other person, as the case may be.

15. The Guarantor acknowledges that this POI Contract is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement.
16. The Guarantor hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this POI Contract either in part or in full, as it may deem fit. In case of invocation of this POI Contract in part, besides making payment for the part of POI Contract invoked, Guarantor at the request of Nodal Agency shall amend the value of POI Contract to the extent of balance amount.

IN WITNESS WHERE OF the non- banking financial institutions through its authorized officer, has set its hand and stamp on this……. day of……..at……

Signature…….

Name: ……

Power of attorney No.: ……..

For:

….....[Insert Name of the non- banking financial institutions Company]

Seal and Full Address, including mailing address of the Head Office

Schedule: 9

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$\Delta T = [(P \times d)] \div [1-(1+ d)^{(-n)}]$

Where,

ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the 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.

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Establishment of 400/220/132 kV AIS Latur"**.

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **April 10, 2026 till 15:00 hrs (IST)** to **April 22, 2026 till 15:00 hrs (IST).** The RFP (Technical) Bids will be opened on same day i.e. **April 22, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref.No.: 01/25-26/ITP-114 **April 17, 2026**

To
Mr. Taticherla Sai Ravi Kiran,
Montecarlo Energy Limited.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India **E-mail:** bd@mclindia.com

Subject: Independent Transmission Project "Establishment of 400/220/132 kV AIS Latur" - Regarding issue of Clarifications Set-4 to RfP documents.

Dear Sir,

1. This has reference to the RfP document issued for the Transmission Project **"Establishment of 400/220/132 kV AIS Latur"** on 04.11.2025.

2. Clarification to bidder's query Set-4 dated 17.04.2026 to the RFP documents is enclosed for your information and necessary action.

Thanking You,

Yours faithfully

(Bibhuti Giri)
DGM

Encl.: As above

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Establishment of 400/220/132 kV AIS Latur".**

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **April 22, 2026 till 15:00 hrs (IST)** to **April 29, 2026 till 15:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **April 29, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

Montecarlo Ltd (BD)

From: Project In-charge, ITP <pfccl.itp@pfcindia.com>
Sent: 28.04.2026 6:54 PM
To: CESTU@mahatransco.in; Naveen Phougat
Cc: Neeraj Singh; Bibhuti Giri; Rajan Joshi
Subject: Extension of RfP Bid Submission for "Establishment of 400/220/132 kV AIS Latur"

Dear Sir
The RFP bid submission date for Intra-state Transmission Project (ITP) "Establishment of 400/220/132 kV AIS Latur" is extended to **05.05.2026 at 15:00 hrs (IST).**
--
Regards,
PFC Consulting Limited,
New Delhi

From: Project In-charge, ITP
Sent: Tuesday, April 28, 2026 5:18 PM
To: CESTU@mahatransco.in; Rajan Joshi; Neeraj Singh; Naveen Phougat; Bibhuti Giri
Subject: Link for opening of RFP (Technical) for Independent Transmission Project (ITP) "Establishment of 400/220/132 kV AIS Latur"

Dear Sir

Please find below the link for the opening of RFP (Technical) for Intra-state Transmission Project (ITP) "Establishment of 400/220/132 kV AIS Latur". The bids are scheduled to be opened on **April 29, 2026 at 15:30 hrs (IST).**

RfP Technical Bid Opening LATUR | Meeting-Join | Microsoft Teams

--
Regards,

PFC Consulting Limited,
New Delhi

जब तक अत्यंत आवश्यक न हो कृपया इस ई-मेल को प्रिंट न करें ।

इस इलैक्ट्रॉनिक संदेश में समाहित सूचना तथा संलग्नक केवल प्रेषिती के उपयोग के लिए हैं तथा उनके लिए प्रॉपराइटरी, गोपनीय अथवा विशेषाधिकृत सूचना हो सकती है। यदि आप वह व्यक्ति नहीं हैं, तो आप इस ई-मेल को प्रचारित, वितरित अथवा कॉपी न करें। कृपया प्रेषक को तुरंत नोटिफाई करें तथा इस संदेश की सभी प्रतियां तथा अन्य संलग्नक नष्ट कर दें।

चेतावनी: ई-मेल के माध्यम से कम्प्यूटर वायरस संप्रेषित हो सकता है। यद्यपि इसके लिए कंपनी ने पर्याप्त सावधानी बरती है कि इस ई-मेल में कोई वायरस न हो, तथापि प्रेषिती को भी यह जाँच कर लेनी चाहिए कि इस ई-मेल तथा संलग्नक में कोई वायरस नहीं है। कंपनी इस ई-मेल अथवा संलग्नकों के प्रयोग से हुई किसी भी हानि अथवा नुकसान का दायित्व स्वीकार नहीं करती।

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PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Establishment of 400/220/132 kV AIS Latur".**

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **April 29, 2026 till 15:00 hrs (IST)** to **May 05, 2026 till 15:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **May 05, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Establishment of 400/220/132 kV AIS Latur".**

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **May 05, 2026 till 15:00 hrs (IST)** to **May 20, 2026 till 15:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **May 20, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)

Subject: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) **"Establishment of 400/220/132 kV AIS Latur".**

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **May 20, 2026 till 15:00 hrs (IST)** to **June 04, 2026 till 15:00 hrs (IST)**. The RFP (Technical) Bids will be opened on same day i.e. **June 04, 2026 at 15:30 hrs (IST).**

PFC Consulting Limited

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref.No.: 01/25-26/ITP-114

May 27, 2026

To
Mr. Taticherla Sai Ravi Kiran,
Montecarlo Energy Limited.
Montecarlo House,
Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058, Gujarat, India

E-mail: bd@mclindia.com

Subject: Independent Transmission Project "Establishment of 400/220/132 kV AIS Latur" - Regarding issue of Clarifications Set-5 to RfP documents.

Dear Sir,

1. This has reference to the RfP document issued for the Transmission Project **"Establishment of 400/220/132 kV AIS Latur"** on 04.11.2025.

2. Clarification to bidder's query Set-5 dated 27.05.2026 to the RFP documents is enclosed for your information and necessary action.

Thanking You,

Yours faithfully

(Bibhuti Giri)
DGM

Encl.: As above

PFC CONSULTING LTD.

पीएफसी कसाल्टेग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 01/25-26/ITP-114/RfP **December 16, 2025**

To,
Additional Chief Secretary (Energy)
Hongkong Bank Building,
3rd and 4th Floor, Mahatma Gandhi Road,
Fort, Mumbai–400001, Maharashtra.
Email: psec.energy@maharashtra.gov.in

Sub: Prior approval of the Govt. of Maharashtra for laying of overhead transmission lines under Section 68 of the Electricity Act, 2003 for the Transmission System for "Establishment of 400/220/132 kV AIS Latur"

Madam,

The Government of Maharashtra vide Government Resolution No. Sankirna 0125/P.R.32/Urja-4 dated 03.10.2025 has notified PFC Consulting Limited (PFCCL) as the Bid Process Coordinator (BPC) for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for "Establishment of 400/220/132 kV AIS Latur" in accordance with the Guidelines "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power. (Copy of Gazette enclosed at **Annexure- A**).

The bid process for selection of Transmission Service Provider (TSP) for establishing transmission system "Establishment of 400/220/132 kV AIS Latur" has been initiated by BPC with the publication of RFP notification on 04.11.2025. A company under the Companies Act 2013 by the name of "LATUR REZ TRANSMISSION LIMITED" has been incorporated by BPC to initiate the activities for development of the project.

As per clause 1.6.2.1 of Standard RfP, BPC has to obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from the State Government at least twenty (20) days prior to Bid Deadline.

It is, therefore, requested that approval for laying of overhead transmission lines under Section 68 of the Electricity Act, 2003 may kindly be granted in respect of the following transmission system in favor of "LATUR REZ TRANSMISSION LIMITED" the SPV (who shall own the transmission project and the transmission license shall also be issued in its favour) as per details given below:

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
1.	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs • 400/220 kV, 500 MVA, ICT – 3 Nos.	24 Months

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
	• 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	
2.	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) • 400 kV line bays at 400 kV Washi(Proposed)	
3.	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Harangul(Existing)	
4.	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) • 220 kV line bays at 220 kV Murud (Existing)	
5.	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Vairag(Existing)	
6.	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing)	
7.	220 kV Connectivity to Solar Generators • 220 kV End Bays – 6 Nos.	
8.	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) • 132 kV line bays at 220 kV Tuljapur (Existing)	
9.	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) • 132 kV line bays at 132 kV Ausa (Existing)	

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)		

Thanking you,

Yours Sincerely,

(Sanjay Nayak)
Chief General Manager

Encl. As Above

Copy to:

1. **Chairman and Managing Director,** Maharashtra State Electricity Transmission Company Limited, Prakashganga, Plot No.C-19, E-Block, BKC Complex, Bandra (E), Mumbai – 400051 – *for information*

2. **Chief Engineer (State Transmission Utility),** 4th Floor, Prakashganga, Plot No.C-19, E-Block BKC Complex, Bandra (E), Mumbai – 400051 - *for information*

MAHATRANSCO
Maharashtra State Electricity Transmission Co. Ltd.

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN No.: U40109MH2005SGC153646

Office of the Chief Engineer (State Transmission Utility)
Prakashganga,4th floor, 'A' wing, Plot C -19,
E - Block, BKC, Bandra (E), Mumbai – 400051.
Phone no: (O) 022 – 2659 5176, (P)022- 265 95175,
Email Id : cestu@mahatransco.in

MSETCL/CO/CE/STU-TBCB/PFCCL/No. No.10634 **Date:** 12 DEC 2025

To,

Shri Ganeswara Rao Jada **Director (PSPA-1)** Central Electricity Authority Room No. 403, 4th Floor (North) Sewa Bhawan, R.K Puram, Sector-1 New Delhi- 110066	**Shri Girish Pantoji** **Chief Engineer (In charge),** Maharashtra State Load Despatch Centre Thane-Belapur Rd. P.O. Airoli Navi Mumbai Pin 400708
Shri Sandip Patil **Chief Engineer (Power Purchase),** **Maharashtra State Electricity Distribution Company Limited** Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai–400051	**Shri Anil Nagendra Kalekar** **C.G.M. (F&A),** Maharashtra State Electricity Distribution Company Limited Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai–400051
Shri Sanjay Nayak **Chief General Manager (CGM)/** **Shri Naveen Phougat** **General Manager (GM)** PFC Consulting Limited (PFCCL) Regd. Office: 1st Floor, "URJANIDHI", l, Barakhamba Lane, Connaught Place, New Delhi -l 10001	

Subject: Constitution of Bid Evaluation Committee (BEC) for Intra State Transmission Projects to be executed through TBCB in the State of Maharashtra.

Reference: MoM of 7th meeting of Empowered Committee held on 12th March, 2025

Sirs,

The Empowered Committee for execution of Transmission Projects under TBCB in its Seventh meeting held on 12.03.2025 approved the constitution of Bid Evaluation Committee for evaluating the bids of TBCB Projects as under:

1. Chief Engineer (STU)-Chairman

2. Representative from Central Electricity Authority (CEA)
3. Representative from Maharashtra Transmission Committee (MTC) - CE (SLDC)
4. Representative from Maharashtra Transmission Committee (MTC)-CE (Power Purchase), MSEDCL
5. Independent Finance Expert - CGM (F&A), MSEDCL
6. Representative from BPC

Based on the above, CE (STU) requested the CEA and PFCCL (BPC) to nominate the member for constitution of Bid Evaluation Committee. Based on the nominations received, the Bid Evaluation Committee has been constituted for following projects for which PFCCL is acting as BPC and RFP NIT for all project have been published.

Sr. No	Projects Name
1	**Establishment of 765/400/220 kV AIS Dolvi (Dist.-Raigad)**
2	**Establishment of 765/400/220 kV AIS Kandalgaon (Dist.Raigad)**
3	**Establishment of 400/220/132 kV AIS Latur (Dist Latur)**

The Bid Evaluation Committee for above projects is constituted as follows:

1. Shri Peeyush Sharma-Chief Engineer (STU)-Chairman
2. Shri Ganeswara Rao Jada,Director (PSPA-1),CEA
3. Shri Girish Pantoji-Chief Engineer -SLDC
4. Shri Sandip Patil-Chief Engineer (Power Purchase) - MSEDCL
5. Shri Anil Nagendra Kalekar-Chief General Manager (F&A) - MSEDCL
6. Shri Sanjay Nayak,CGM /
   Shri. Naveen Phougat,GM – PFCCL

The meeting of the Bid Evaluation Committee for the above projects will be convened once bids are received to undertake the evaluation of bids submitted in response to the RFP.

Thanking you,

Your's faithfully,

Peeyush Sharma
Chief Engineer – Maharashtra STU

विद्युत अधिनियम, २००३ च्या कलम ६८ अन्वये लातूर आर ई झेड ट्रान्समिशन लिमिटेड या कंपनीस लातूर येथे नवीन पारेषण वाहिन्या उभारण्यासाठी शासनाची पूर्व परवानगी देणेबाबत.

महाराष्ट्र शासन

शासन निर्णय क्रमांक: संकीर्ण-२०२६/प्र.क्र.०४/ऊर्जा-४,
उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग,
मादाम कामा रोड, हुतात्मा राजगुरु चौक,
मंत्रालय, मुंबई-४०० ०३२
दिनांक: ११ मार्च, २०२६

संदर्भ :

१) पीएफसी कंसल्टिंग लिमिटेड यांचे पत्र क्र. ०१/२५-२६/ITP-११४/Rfp, दि. १६.१२.२०२५.
२) मुख्य अभियंता, राज्य पारेषण उपक्रम यांचे क्र. एम.एस.ई.टी.सी.एल./ सी.ओ./ सी.ई./ एस. टी. यु./ टी.बी.सी.बी./०४१४, दि. १९.०१.२०२६ रोजीचे पत्र.
३) शासन निर्णय क्र. पावामो-२०२१/प्र.क्र.१७०(भाग-१)/ऊर्जा-४, दि. ०२.११.२०२२ व दि. ०१.१२.२०२२.

प्रस्तावना :-

महाराष्ट्रात सध्या वीजेची मागणी २९,००० मेगावॅट इतकी वाढली असुन सन २०२६-२७ मध्ये सदर मागणी ३४,००० ते ३५,००० मेगावॅट व सन २०३० मध्ये सदर मागणी ४२,००० ते ४५,००० मेगावॅट पर्यंत पोहचण्याची शक्यता आहे. ही वस्तुस्थिती लक्षात घेता वाढत्या वीजेच्या मागणीची पूर्तता करण्याकरिता पारेषण वाहिन्यांची क्षमता वाढविणे व पारेषण वाहिन्यांचे बळकटीकरण करणे अनिवार्य आहे. त्यानुषंगाने ४००/२२०/१३२ के.व्ही. अति उच्चदाब उपकेंद्र व संबंधित जोड प्रणाली पारेषण वाहिन्या उभारणी, वीज दरावर आधारित स्पर्धात्मक निविदा प्रक्रियेव्दारे (TBCB-Tariff Based Competitive Bidding) करणे नियोजित आहे. सबब, लातूर आर ई झेड ट्रान्समिशन लिमिटेड या कंपनीकडून लातूर येथे उभारण्यासाठी प्रस्तावित असलेल्या ४००/२२०/१३२ के.व्ही. अति उच्चदाब उपकेंद्र व त्याकरीता जोडण्यात येत असलेल्या संबंधित जोड प्रणाली पारेषण वाहिनीस विद्युत अधिनियम, २००३ च्या अंतर्गत कलम ६८ अन्वये पूर्व परवानगी प्रदान करण्याबाबतचा प्रस्ताव शासन मान्यतेस्तव सादर करण्यात आला आहे. सदर प्रस्तावास मान्यता देण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय :-

लातूर येथे ४००/२२०/१३२ के.व्ही. (ए.आय.एस.) लातूर उपकेंद्र उभारणी व संबंधित जोड प्रणाली (वाहिन्या) उभारण्यासाठी 'वीज दरावर आधारित स्पर्धात्मक निविदा' प्रक्रियेव्दारे (TBCB-Tariff Based Competitive Bidding) पारेषण सेवा पुरवठादार (TSP-Transmission Service Provider) बोलीधारकाची निवड करण्यासाठी पीएफसी कंसल्टिंग लिमिटेड कंपनी यांना बोली प्रक्रिया समन्वयक (BPC-Bid Process Coordinator) म्हणुन नियुक्त केले आहे. BPC ने लातूर आर ई झेड ट्रान्समिशन लिमिटेड ही विशेष हेतूसाठी स्थापित केलेली संस्था (SPV) आहे.

लातूर आर ई झेड ट्रान्समिशन लिमिटेड या कंपनीस वीजदरावर आधारित स्पर्धात्मक बोली निविदा प्रक्रिया राबवून लातूर येथे ४००/२२०/१३२ के.व्ही. (ए.आय.एस.) लातूर उपकेंद्र उभारणी व त्याकरीता उभारण्यात येत असलेल्या संबंधित जोड प्रणाली (वाहिन्या) उभारण्याकरिता लातूर आर ई झेड ट्रान्समिशन लिमिटेड या कंपनीस भारतीय विद्युत अधिनियम, २००३ च्या कलम ६८ अंतर्गत खालील अटी आणि शर्तींच्या अधीन राहुन मान्यता प्रदान करण्यात येत आहे.

१. सदर वीज प्रकल्प उभारणी, लातूर आर ई झेड ट्रान्समिशन लिमिटेड स्वखर्चाने, विहित केलेल्या प्रमाणित पध्दतीने आणि तज्ञांच्या मार्गदर्शनाखाली व पर्यवेक्षणाखाली करेल. या वीज वाहिनीचा वापर कंपनीने ज्या प्रयोजनार्थ करावयाचा ठरविला आहे; केवळ त्याच प्रयोजनासाठी करणे कंपनीस बंधनकारक राहील.

२. सदर प्रकल्पाचे कामाचे स्वरुप व तपशिल खालीलप्रमाणे आहे:-

Sr. No.	**Scope of the Transmission Scheme**
1.	**Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs.** • 400/220 kV, 500 MVA, ICT-3 Nos. • 400/132 kV, 315 MVA, ICT-3 Nos. • 125 MVAR, 420 kV Bus Reactor-1 No • 400 kV ICT bays-6 Nos. • 400 kV line bays-2 Nos. • 400 kV reactor bay-1 No. • 220 kV ICT bays-3 Nos. • 132 kV ICT bays-3 Nos. • 220 kV line bays-8 Nos. • 132 kV line bays-4 Nos. • 220 kV Transfer Bus Coupler-1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No. • 132 kV Transfer Bus Coupler-1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT-1 No • 400/132 kV, 315 MVA, ICT-1 No • 400 kV line bays-6 Nos • 220 kV line bays-6 Nos. • 132 kV line bays-6 Nos.
2.	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) • 400 kV line bays at 400 kV Washi (Proposed)
3.	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Harangul(Existing)
4.	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) • 220 kV line bays at 220 kV Murud (Existing)
5.	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Vairag(Existing)
6.	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) • 220 kV line bays at 220 kV Narangwadi (Existing)
7.	220 kV Connectivity to Solar Generators • 220 kV End Bays - 6 Nos.
8.	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) • 132 kV line bays at 220 kV Tuljapur (Existing)
9.	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) • 132 kV line bays at 132 kV Ausa (Existing)

३. या वीज वाहिन्या कार्यान्वित / प्रभारीत करण्यापूर्वी याबाबतच्या सक्षम प्राधिकाऱ्याकडून यथास्थिती मुख्य विद्युत निरिक्षक / मुख्य अभियंता (विद्युत) यांची पूर्व परवानगी घेणे आवश्यक राहील.

४. वीज वाहिन्यांचे संचलन व व्यवस्थापन लातूर आर ई झेड ट्रान्समिशन लिमिटेड ही कंपनी स्वत: करेल.

५. वीज वाहिनी उभारल्यानंतर संबंधित शेतकऱ्यांच्या / संबंधित जागा मालकांच्या जर काही तक्रारी असल्यास सक्षम प्राधिकाऱ्यांसमवेत विचारविनिमय करून त्या तक्रारींचे योग्यरित्या निराकरण करण्याची जबाबदारी लातूर आर ई झेड ट्रान्समिशन लिमिटेड यांची असेल.

६. सदर वीज वाहिनी उभारणे व कार्यान्वित ठेवणे यानुषंगाने आवश्यक असलेले सर्व परवाने मिळविणे, विहित केलेल्या निकषांची पूर्तता करणे. तसेच, शासनाची विविध प्राधिकरणे / विभाग / वीज नियामक आयोग इत्यादींचे इतर प्रचलित नियम त्याचप्रमाणे शासनाने वेळोवेळी विहित केलेले नियम व अटी आणि शर्ती कंपनीवर बंधनकारक राहतील.

७. सदर परवान्याचा कालावधी परवानापत्र दिल्यापासून ३५ वर्षांचा असेल, उक्त कालावधी संपुष्टात आल्यानंतर सदर वाहिनीबाबत शासन उचित आढावा घेऊन निर्णय घेईल.

८. विद्युत अधिनियम, २००३ च्या कलम ६८ मधील अटी आणि शर्ती व त्यामध्ये वेळोवेळी होणारे बदल, या विभागाचे शासन निर्णय क्र. पावामो-२०२१/प्र.क्र.१७०(भाग-१)/ऊर्जा-४, दि. ०२.११.२०२२ व दि. ०१.१२.२०२२ मधील नमूद अटी आणि शर्ती तसेच राज्य शासन व केंद्र शासनाची अशा पारेषण वाहिन्यासंबंधिची वेळोवेळी जाहीर झालेली/होणारी धोरणे मार्गदर्शक सूचना या पारेषण वाहिन्यांस लागू राहतील.

हा शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संगणक संकेतांक क्रमांक २०२६०३१११११४८१९२११० असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

(उ.र.दहिफळे)
सह सचिव, महाराष्ट्र शासन

प्रत:

१) मा. राज्यपाल यांचे सचिव, राजभवन, मलबार हिल, मुंबई.
२) मा. मुख्यमंत्री, महाराष्ट्र राज्य यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई
३) मा. उप मुख्यमंत्री (नगर विकास), यांचे सचिव, मंत्रालय, मुंबई
४) मा. उप मुख्यमंत्री (राज्य उत्पादन शुल्क व क्रीडा), यांचे सचिव, मंत्रालय, मुंबई
५) मा. मंत्री (अपारंपारिक ऊर्जा) यांचे खाजगी सचिव, मंत्रालय, मुंबई.
६) मा.राज्यमंत्री (ऊर्जा), यांचे खाजगी सचिव, मंत्रालय, मुंबई
७) मुख्य सचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई.
८) अपर मुख्य सचिव, नियोजन विभाग, मंत्रालय, मुंबई
९) अपर मुख्य सचिव, वित्त विभाग, मंत्रालय, मुंबई
१०) अपर मुख्य सचिव (ऊर्जा), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई
११) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज वितरण कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई.
१२) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज निर्मिती कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई.
१३) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्या. प्रकाशगंगा, वांद्रे (पूर्व), मुंबई.
१४) पीएफसी कंसल्टिंग लिमिटेड, पहिला मजला, ऊर्जानिधी,१ बाराखंबा रोड, कनॉट प्लेस, नवी दिल्ली.
१५) निवडनस्ती (ऊर्जा-४).

****

Dated: June 24, 2026

CERTIFICATE BY THE BID EVALUATION COMMITTEE

Sub.: Selection of Successful Bidder as Transmission Service Provider to "Establishment of 400/220/132 kV AIS Latur".

It is hereby certified that:

1. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 and as amended from time to time.

2. **Montecarlo Energy Limited** emerged as the Successful Bidder after the conclusion of e-reverse bidding process with the lowest Quoted Transmission Charges of **Rs. 2,381.77 million per annum**.

3. The quoted tariff is higher than the Levelised Tariff calculated based on MERC norms considering the Capital Cost for the Project 'Establishment of 400/220/132 kV AIS Latur' as assessed by Cost Committee. The quoted tariff discovered through e-reverse bidding process is acceptable.

Name of Committee Member	Signature
Sh. Peeyush S Sharma, Chief Engineer (STU), Chairman	
Sh. Ganeswara Rao Jada, Director (CEA), Member	
Sh. Girish Pantoji, Chief Engineer, SLDC, Member	
Sh. Sandip Patil, Chief Engineer (PP), MSEDCL, Member	
Sh. Anil Nagendra Kalekar, CGM (F&A) , MSEDCL, Member	
Sh. Neeraj Singh, CGM (PFCCL), Member	

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 04/25-26/ITP-114/RFP **13.08.2026**

To
Mr. Taticherla Sai Ravi Kiran,
Additional Director,
Montecarlo Energy Limited,
Montecarlo House, Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058,
Gujarat, India

E-mail: bd@mclindia.com

Sub: Independent Transmission Project (ITP) "Establishment of 400/220/132 kV AIS Latur"- Letter of Intent

Ref: (i) RfP document issued for the Transmission Project on 04.11.2025.
(ii) RfP (Technical and Financial) bid submitted by Montecarlo Energy Ltd on 04.06.2026 and e-RA held on 18.06.2026.

Sir,

We refer to:

1. The Request for Proposal (RfP) document dated 04.11.2025 issued to **'Montecarlo Energy Limited'** as regards participation in the international competitive bidding process for Transmission Scheme for **"Establishment of 400/220/132 kV AIS Latur"**, and as amended till the bid deadline including all correspondence/ clarifications / amendments exchanged between **'Montecarlo Energy Limited'** and PFC Consulting Limited in regard thereto (hereinafter collectively referred to as the **"Final RFP"**);
2. The offer of **'Montecarlo Energy Limited'** by way of a Technical Bid pursuant to (1) above submitted on 04.06.2026 in response to the Final RFP.
3. The offer of **'Montecarlo Energy Limited'** by way of Financial Bid-Initial Offer submitted on 04.06.2026 in response to the Final RFP.
4. The offer of **'Montecarlo Energy Limited'** by way of a Financial Bid-Final Offer Submitted during e-Reverse Auction process concluded on 18.06.2026 in response to the Final RFP.
5. The Technical Bid as at S.No. (2) above and the Financial Bid as at S.No. (3) & (4) above, hereinafter collectively referred to as the "Bid".

This is to inform you that the process of evaluating bids received pursuant to the Final RFP, including the Bid, has been concluded. We are pleased to inform you that your proposal and offer received by way of the "Bid" has been accepted and **'Montecarlo Energy Limited'** is hereby declared as the Successful Bidder as per Clause 3.6.1 of the Final RFP for the above project and consequently, this Letter of Intent (hereinafter referred to as the "LoI") is being issued.

This LoI is based on the Final RFP and you are requested to please comply with the following:

a) Acknowledging its issuance and unconditionally accepting its contents and recording "Accepted unconditionally" under the signature of your authorized signatory on each page of the duplicate copy of this letter attached herewith and returning the same to PFC Consulting Limited within seven (07) days of the date of issuance of LoI. This LoI is issued to you in duplicate.

b) Completion of various activities as stipulated in the Final RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP, within the timelines as prescribed therein.

It may be noted that PFC Consulting Limited has the rights available to them under the Final RFP, including rights under Clause 2.15.5 and Clause 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this LoI are based on the Bid submitted by you as per the Final RFP including the Transmission charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of each transmission element and the Project as agreed by you in your Bid, as per Annexure -21 and Format-1 of Annexure -8 respectively of the Final RFP is annexed herewith as **Schedule-A** and incorporated herein by way of reference.

Yours sincerely,
For PFC Consulting Limited

(Bibhuti Giri)
Dy. General Manager

Enclosures:

- **Schedule A** – Quoted Transmission Charges and the Scheduled COD of each Transmission Element and the Project submitted in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP

Copy to:

1. **Additional Chief Secretary (Energy),** Hongkong Bank Building, 3rd and 4th Floor, Mahatma Gandhi Road, Fort, Mumbai–400001, Maharashtra.

2. **Chairman and Managing Director, Power Finance Corporation Limited,** "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi – 110 001

3. **Secretary, Maharashtra Electricity Regulatory Commission,** World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai-400005

4. **Chief Engineer (State Transmission Utility),** 4th Floor, Prakashganga, Plot No.C-19, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400051

SCHEDULE - A
(Page 1 of 3)

1. **Quoted Transmission Charges as per Annexure-21-Format For Financial Bid**

Quoted Transmission Charges: Rs. 2,381.77 Million **Per Annum**

SCHEDULE – A

2. Scheduled COD of each transmission Element and the Project as per Format 1 of Annexure-8 of RFP

Establishment of 400/220/132 kV AIS Latur

Sl. No.	Name of the Transmission Element	Scheduled COD	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	**Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs.** • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	24 months from effective date	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) • 400 kV line bays at 400 kV Washi(Proposed)			
3.	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)			

Sl. No.	Name of the Transmission Element	Scheduled COD	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
	• 220 kV line bays at 220 kV Harangul(Existing)			
4.	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) • 220 kV line bays at 220 kV Murud (Existing)			
5.	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Vairag(Existing)			
6.	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing)			
7.	220 kV Connectivity to Solar Generators • 220 kV End Bays – 6 Nos.			
8.	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) • 132 kV line bays at 220 kV Tuljapur (Existing)			
9.	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) • 132 kV line bays at 132 kV Ausa (Existing)			

Note-

Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*)

i) 400 kV line bay at Washi (Proposed)
ii) 220 kV line bay at Harangul (Existing)
iii) 220 kV line bay at Murud (Existing)
iv) 220 kV line bay at Vairag (Existing)
v) 220 kV line bay at Narangwadi (Existing)
vi) 132 kV line bay at Tuljapur (Existing)
vii) 132 kV line bay at Ausa (Existing)

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PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 05/26-27/ITP-114/RFP

Sep 25, 2026

To,
Mr. Taticherla Sai Ravi Kiran,
Additional Director,
Montecarlo Energy Limited,
Montecarlo House, Sindhu Bhavan Road,
Bodakdev, Ahmedabad - 380058,
Gujarat, India

E-mail: bd@mclindia.com

Sub: Independent Transmission Project (ITP) "Establishment of 400/220/132 kV AIS Latur"- Letter of Intent

Sir,

1. This is with reference to Letter of Intent (LoI) issued by BPC on 13.08.2026 for establishment of subject transmission scheme. The Clause No. 2.15.2 of the RFP documents stipulated that within ten (10) days of the issue of the LoI the selected bidder shall complete all the activities including the acquisition of SPV.

2. As the SPV is being transferred on 28.09.2026, the last date for completion of various activities under Clause No. 2.15.2 of the RFP document is extended from 24.08.2026 (10 days from LoI) to 08.10.2026.

Thanking You,

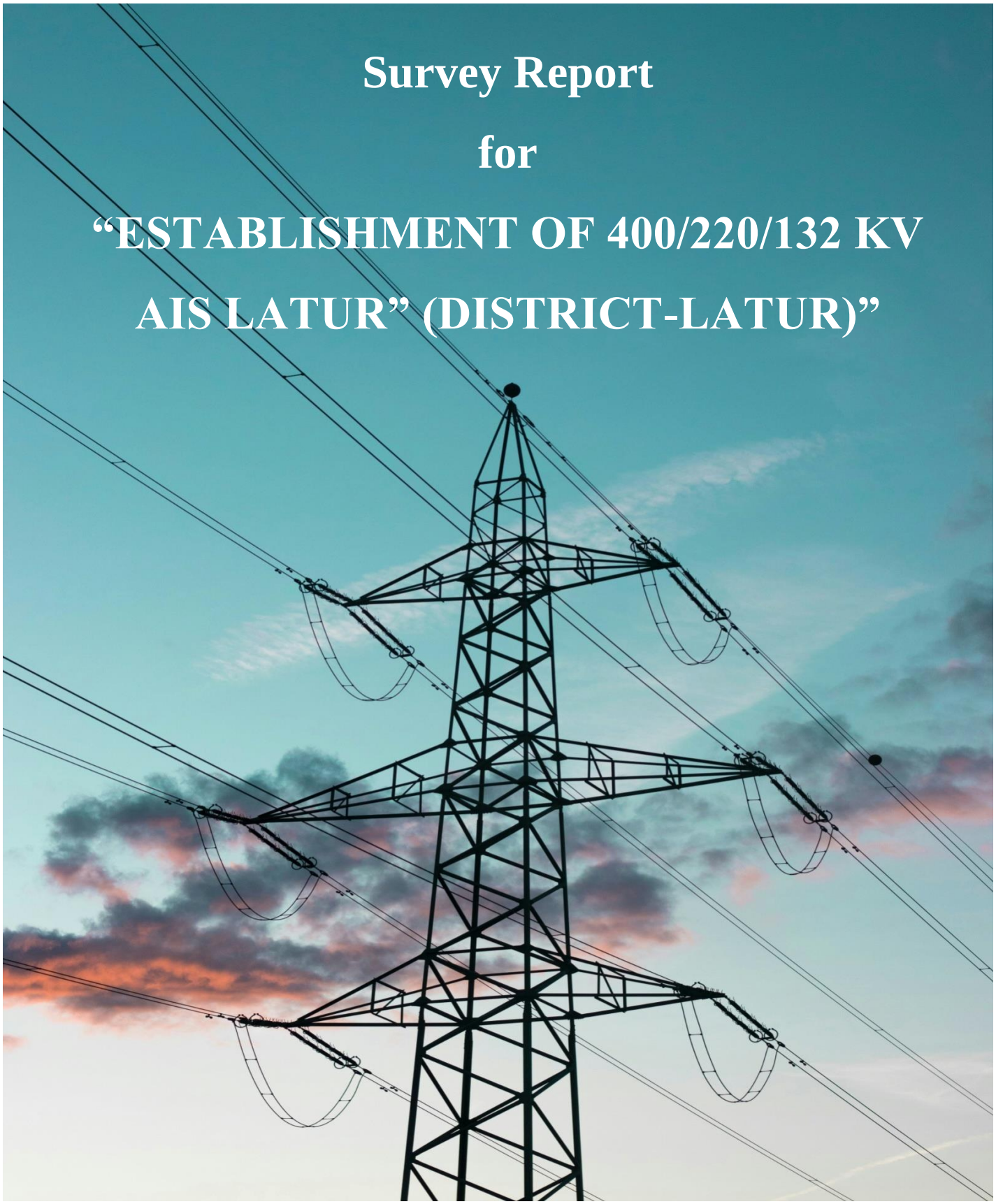
Yours faithfully,

(Bibhuti Giri)
Dy. General Manager

Survey Report

for

"ESTABLISHMENT OF 400/220/132 KV AIS LATUR" (DISTRICT-LATUR)"



PFC CONSULTING LTD.

(A wholly owned subsidiary of Power Finance Corporation Ltd.)

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DISCLAIMER

Bidders may please note that the Bid Process Coordinator (BPC) has carried out a survey of the Transmission System associated with the Project. While every possible care has been taken in identifying the involvement of forest area / animal and bird sanctuary/ mines in the proposed routes. However, Bidders in their own interest should carry out required surveys and field investigation for submission of their Bid. For the purpose of carrying out required survey, the address and co-ordinate of each location of sub-station has been provided by the BPC. The coordinate of location of the sub-station is only for the purpose of facilitating Bidders to locate the sub-station and the same should not be considered as the point of termination of transmission line. For exact point of termination of transmission line, the Bidder shall have to coordinate with the agency responsible for construction of sub-station / switchyard who shall provide the inter- connection facility. Bidders in their own interest should visit the project site to confirm the location of sub- stations and any apprehension in this regard should be brought to the notice of the BPC.

Failure to verify the location of sub-station, investigate the route of the Transmission Lines associated with the Project and to examine, inspect site or subsurface conditions fully shall not be grounds for a Bidder to alter its Bid after the Bid Deadline nor shall it relieve a Bidder from any responsibility for appropriately eliminating the difficulty or costs of successfully completing the Project.

The BPC, its authorized representative, any of the Long Term Transmission Customer(s), nor their directors, employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of such survey report, even if any loss or damage is caused to the Bidders by any act or omission on their part.

1.0 INTRODUCTION

1.1 This transmission scheme i.e., "Establishment of 400/220/132 kV Latur (Dist.Latur)" involves:

i. Establishment of AIS Latur
ii. 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)
iii. 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)
iv. 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)
v. 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)
vi. 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)
vii. 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)
viii. 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)

1.2 Maharashtra state transmission utility (MSTU) Vide LoA dated 14.08.2025 has appointed PFCCL as the BPC for implementation this transmission scheme through TBCB route with the implementation time frame of 24 months from the date of SPV transfer.

1.3 PFCCL has appointed **M/s. N.K. Enterprises** through competitive bidding process for providing the Consultancy Services for Survey & Preparation of Report of the subject scheme using most modern survey Techniques.

1.4 M/s **M/s. N.K. Enterprises** carried out the preliminary survey as per scope of the scheme and based on the survey PFCCL has prepared this report.

2.0 SCOPE OF WORK

SI No.	Detailed Scope of the Project	Tentative Route Length (km) / Capacity (MVA)
1.	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos. • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	• 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set
2.	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) • 400 kV line bays at 400 kV Washi(Proposed)	
3.	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Harangul(Existing)	
4.	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) • 220 kV line bays at 220 kV Murud (Existing)	
5.	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Vairag(Existing)	
6.	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing)	
7.	220 kV Connectivity to Solar Generators • 220 kV End Bays – 6 Nos.	
8.	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) • 132 kV line bays at 220 kV Tuljapur (Existing)	
9.	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) • 132 kV line bays at 132 kV Ausa (Existing)	

Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*)

1. 400 kV line bay at Washi (Proposed)
2. 220 kV line bay at Harangul (Existing)
3. 220 kV line bay at Murud (Existing)
4. 220 kV line bay at Vairag (Existing)
5. 220 kV line bay at Narangwadi (Existing)
6. 132 kV line bay at Tuljapur (Existing)
7. 132 kV line bay at Ausa (Existing)

3.0 APPROACH & METHODOLOGY

i) The land requirement of proposed, 400/220/132 kV S/s at Latur is approximately 40 Acres. The approach for substation location selection is as follows.

a) Identification of land for establishment of 400 /220/132 kV S/s at Latur.

b) The land sighting and land selection procedure for 400/220/132 kV substation has been done on the basis of total land requirement as indicated under item above.

c) Parameters like line approaches and take-off space were also considered as there would be 400/220/132 kV line terminating and emanating from this substation.

ii) The land should be selected so that it has the benefits as stated below:

a) Easy accessibility & location advantage: this can be helpful in avoiding delays during construction.

b) Planning routes for incoming & outgoing lines can be done with ease.

c) Approvals for statutory and regulatory aspects can be easier and will save time in land acquisition.

d) Land with clear titles will be easier for acquisition.

METHODOLOGY

Data Collection & Digitization of Maps

Data was collected from Survey of India TOPO sheets (1:50,000 scale). All the Survey of India TOPO sheets were geo-referenced with respect to Latitude Longitude of TOPO sheets under following projection system to keep uniformity with respect to GPS co-ordinates:

Projection : UTM

Spheroid : WGS84

Datum : WGS84

Zone : 43

North or South : North

These were used to update the base map features extracted from TOPO sheets are as follows. The features extracted from SOI TOPO sheets.

- City and village sprawl
- Contours
- Spot Heights and Bench Marks
- Railway lines (MG/BG)
- Metalled Roads (National/State Highways),
- Major Rivers (width > 500 m)
- Canals
- Nallah/Drain crossings
- Forest (Reserved/Protected/Social/Open Scrub)
- Protected areas (Cantonments, Air fields)
- Main power lines (EHV) and other electrical power lines
- Telephone lines
- Lakes, Reservoirs and Ponds
- Swamp
- Air Port/ Air Strip

4.0 GEOGRAPHICAL INFORMATION

4.1 Project Location: The proposed substation location of 400/220/132 kV substation at Latur is Near Village- Sindala Lohara, Taluka- Ausa, District- Latur, State:- Maharashtra.

4.2 Maharashtra Climate :

Maharashtra has typical monsoon climate, with hot, rainy and cold weather seasons. Tropical conditions prevail all over the state, and even the hill stations are not that cold. Dew, frost, hail can also be happened sometimes according to the seasonal weather March, April and May are the hottest months. During April and May thunderstorms are common all over the state. Temperature varies between 22°C-39°C during this season rainfall starts normally in the first week of June. July is the wettest month in Maharashtra, while August too gets substantial rain. Monsoon starts its retreat with the coming of September from the state Cool dry spell, with clear skies gentle breeze and pleasant weather prevails from November to February. But the eastern part of Maharashtra sometimes receives some rainfall. Temperature varies between 12°C-34°C during this season.

4.3 Agriculture Maharashtra :

Maharashtra Agriculture is the backbone of the state's economy, contributing about 11% to its GDP and employing over 50% of the workforce. It is one of the major agricultural producing states of India.

Major crops

Maharashtra is a major producer of a variety of food and cash crops.

- **Food Crops:** Rice, jowar, bajra, wheat and pulses (like tur, mung, urad, gram) are the main food crops here.
- **Cash Crops:** Cotton, sugarcane, turmeric and vegetables are the major cash crops.
- **Oilseeds:** The state is also a major producer of oilseeds, with groundnut, sunflower and soybean being the main crops.

Characteristics of agriculture

- **Diverse agro-climatic zones:** Maharashtra has diverse topography and climatic conditions, due to which a variety of crops are grown here.
- **Irrigation:** Irrigation facilities have been expanded in the state, but agriculture is still largely dependent on rainfall.
- **Cooperative Sector:** Cooperative societies play an important role in sugar mills, dairies and marketing of fruits and vegetables in Maharashtra.

4.4 Soil Type of Maharashtra:

According to the Indian land and soil survey department soils in Maharashtra are divided into 5 types

The types of soil in Maharashtra are as follows:

- **Black Soil (Regur Soil)**
- **Laterite Soil**
- **Red Soil**
- **Alluvial Soil**
- **Marshy and Peaty Soil**

Black Soil (Regur Soil): Formed from the weathering of the Deccan's basaltic lava rock, this soil is clayey, deep, and known for its high moisture-retention capacity. It is rich in iron, lime, calcium, potash, aluminium, and magnesium, but deficient in nitrogen, phosphorus, and organic matter. It is found extensively across the Deccan Plateau, including the river valleys of the Godavari, Bhima, and Krishna.

Laterite Soil: Found in tropical regions with high rainfall and alternating wet/dry climates, such as the Konkan coast (Ratnagiri, Sindhudurg, Raigad, Kolhapur districts) and the hilly areas of the Western Ghats. Due to intense leaching, it is rich in iron and aluminum oxides but poor in nitrogen, potassium, and organic matter. It is primarily used for orchards (especially mangoes and cashews) and plantation crops like tea and coffee.

Red Soil: Developed from the weathering of ancient crystalline and metamorphic rocks like granite and gneiss. Its red color is due to the presence of iron oxide. It is generally deficient in lime, phosphates, nitrogen, and humus but is rich in potash. It is primarily found in the Western Ghats and eastern Maharashtra districts like Bhandara, Gondia, Chandrapur, and Gadchiroli.

Alluvial Soil: These are fertile soils deposited by rivers along the coast and in river valleys, such as the Tapti (Tapi), Narmada, Godavari, and Krishna basins. They are generally rich in potash and lime but may lack nitrogen and humus. They are suitable for a wide range of crops including rice, wheat, and sugarcane.

Marshy and Peaty Soil: Found in areas with heavy rainfall and high humidity, specifically near creek mouths on the west coast in districts like Palghar, Thane, Raigad, Ratnagiri, and Sindhudurg. These soils have a high organic content due to the accumulation of dead vegetation.

5.0 ESTABLISHMENT OF AIS LATUR

5.1 COORDINATES OF PROPOSED SUBSTATION

	Corner	Latitude	Longitude
Village:- Sindala Lohara **Taluka:-** Ausa **District:-** Latur **State:-**Maharashtra	Corner 1	18°11'13.96"N	76°24'23.67"E
	Corner 2	18°11'17.81"N	76°24'34.87"E
	Corner 3	18°11'3.12"N	76°24'38.39"E
	Corner 4	18°10'59.82"N	76°24'26.29"E

Note- Being a Generation Pooling station, the actual location of sub-station shall not be beyond 3 km radius of location proposed by BPC in survey report.

5.2 INFORMATION OF PROPOSED SUBSTATION

S. No.	Criterion	Details
1	**Land Co-ordinates**	
a)	Corner 1	18°11'13.96"N
		76°24'23.67"E
b)	Corner 2	18°11'17.81"N
		76°24'34.87"E
c)	Corner 3	18°11'3.12"N
		76°24'38.39"E
d)	Corner 4	18°10'59.82"N
		76°24'26.29"E
1.1	Size (Acre) (mtr x mtr)	40 Acre (365 m x 444 m)
1.2	Govt. /Private/Forest land	Private & Government Land
1.3	Forest details	Nil
1.4	Agriculture/Waste land	Agriculture Land
1.5	Development	Yes
1.6	Approximate cost	
	a. Circle rate per Acre	6.09 Lakh
	b. Market rate per Acre	Approx. 24.36 Lakh
	c. Cost of the land as per Circle Rate	2.44 Cr
1.7	Terrain	Plain
1.8	Type of soil	Dry Fissured Rock
1.9	No. of owners	Approx. 60 Nos.
1.1	Environment/Pollution in the vicinity	NA
1.11	Location with reference to nearest town	Ausa
1.12	Highest Flood Level (HFL) Data	NA
1.13	Diversion of Nallah/Canal required	Nil
1.14	Slope	No
1.15	Approximate Extent of levelling required (in meter)	0-1 m
1.16	Land acquisition feasibility	Available
1.17	Rate of Govt. Land	NA

S. No.	Criterion	Details
1.18	Extent of approach	Available
1.19	Planned/unplanned development	NA
1.2	Size of sites (m x m)	365 m x 444 m
1.21	No. of families to be displaced	Nil
1.22	Level of site with reference to road level	0-1 m
	a. Level of road	669 m
	b. Level of site	668 m
1.23	Distance from sea shore	352 km
1.24	Approach	Available
1.25	Logistics Survey	Available
2	**Obstacles in reaching site**	Nil
2.1	Nearby main road	NH-361
2.2	Length of approach road to be constructed	NA
2.3	Name of nearest airport & distance	Latur Airport & 25.5.4km
2.4	Name of nearest Rail head	Harangul Railway Station 24 km
2.5	Upcoming Aviation/Airport zone/Air force Station/Airstrips	No
2.6	Availability of ground water	Available
2.7	Availability of transmission corridor (entry of line and exit of lines) (Three /four sides)	Available (4 Sides)
2.8	Existence of structures/dwelling units in the land of the proposed site	Nil
2.9	Availability of disposal of rain/storm water	Available
2.1	Crops grown and types (multi-crop/single crop)	Multi-crop
2.11	Nearest railway station (BG/MG)	Harangul Railway Station 24 km (BG)
2.12	Unloading facility at railway station	No
2.13	No. of Culverts required for approach	Nil
2.14	Nearest EHV line/Nearest sub-station	132 KV D/C MSETCL (2.3 km) & Ujani 132kV Substation (13 km)
2.15	Length of line between this site and nearest substation for construction power at 33/11 kV	33/11 kV Bhada substation (9.5 km)
2.16	Frontage for line take off	Available
2.17	Telephone/Telegraph line	Nil
3	**Community Facilities**	Available
3.1	Drinking Water	Available
3.2	Drainage	Available
3.3	Approx. Distance from	Available
	a. Post Office	29.6km (Latur Head Post Office)
	b. Telephone line	24.6km (Kothrud)
	c. School	1.3km (Kodit BK)
	d. Market	1.18km (Kodit BK)
3.4	Security arrangement	Available
3.5	Availability of construction water	Available

S. No.	Criterion	Details
3.6	Availability of drinking water	Available
4	**Seismic Zone**	III
5	**Wind Zone**	II
6	**Army cantonment / Mining/ No Go areas**	No

6.0 400kV D/C LINE FROM 400 kV AIS LATUR TO 400kV WASHI (PROPOSED)

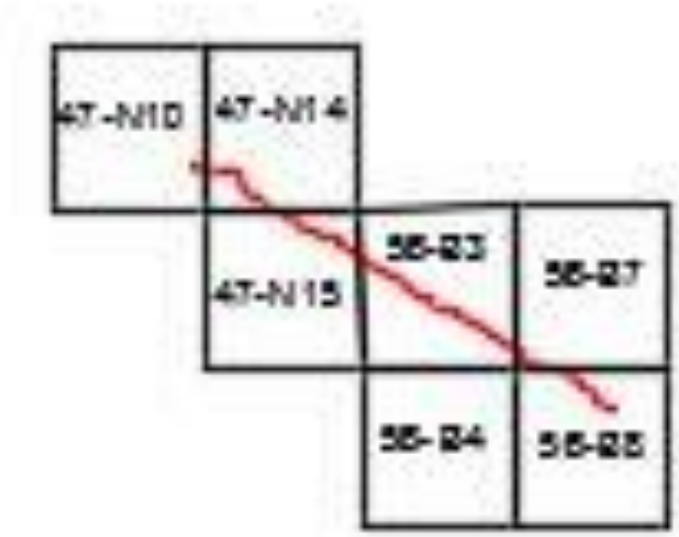
6.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 14.25" N	76º 24' 28.51" E
Proposed Washi Gantry (End)	18º 34' 6.05" N	75º 43' 52.6" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where Row constraint exist.

6.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



6.3 COORDINATES OF ANGLE SCHEDULE OF 400kV D/C LINE FROM 400 kV AIS LATUR TO 400kV WASHI (PROPOSED)

400kV D/C Line from 400 kV AIS Latur to 400kV Washi (Proposed)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
GANTRY		648900	2011478	18º 11' 14.25" N	76º 24' 28.51" E				**Pro Latur S/s**	Latur	Ausa	Sindala lohra
						91						
AP-1	DDE	648858	2011559	18º 11' 16.89" N	76º 24' 27.1" E		91	38°17'47.9"L		Latur	Ausa	Sindala lohra
						384						
AP-2	DD	648508	2011717	18º 11' 22.12" N	76º 24' 15.23" E		475	30°29'37.1"R		Latur	Ausa	Gulkheda
						222			Proposed 220 kV Latur To Murud Line			
AP-3	DD	648287	2011693	18º 11' 21.39" N	76º 24' 7.7" E		698	28°51'18.2"L		Latur	Ausa	Gulkheda
						236			Proposed 220kV Latur to Harangul line			
AP-4	DD	648069	2011784	18º 11' 24.41" N	76º 24' 0.31" E		934	7°18'9.4"L		Latur	Ausa	Gulkheda
						1465						
AP-5	DD	646656	2012172	18º 11' 37.38" N	76º 23' 12.32" E		2399	16°56'45.1"R		Latur	Ausa	Gulkheda
						206			132kV D/C MSETCL TL			
AP-6	DD	646482	2012282	18º 11' 41" N	76º 23' 6.42" E		2605	17°13'15.3"R		Latur	Ausa	Gulkheda
						1014						
AP-7	DB	645824	2013053	18º 12' 6.24" N	76º 22' 44.23" E		3619	2°0'45.4"R		Latur	Ausa	Yelori, Ringani
						2032						
AP-8	DC	644560	2014644	18º 12' 58.3" N	76º 22' 1.61" E		5651	24°11'22.9"L		Latur	Ausa	Warwada
						1250						
AP-9	DD	643450	2015218	18º 13' 17.24" N	76º 21' 23.97" E		6900	41°24'18.8"R		Latur	Ausa	Warwada
						155			SH-68			
AP-10	DD	643394	2015362	18º 13' 21.94" N	76º 21' 22.1" E		7055	21°15'54.6"L		Latur	Ausa	Warwada
						2023						
AP-11	DC	642027	2016853	18º 14' 10.77" N	76º 20' 35.94" E		9077	22°58'18.3"L		Latur	Ausa	Shivli
						2073						
AP-12	DC	640141	2017713	18º 14' 39.19" N	76º 19' 31.95" E		11150	16°21'17.3"L		Latur	Ausa	Shivli
						2051						
AP-13	DB	638111	2018004	18º 14' 49.13" N	76º 18' 22.91" E		13201	6°0'33.5"R		Latur	Ausa	Jayphal
						319						
AP-14	DC	637802	2018082	18º 14' 51.74" N	76º 18' 12.41" E		13520	24°22'38.6"R		Latur	Ausa	Jayphal
						698						
AP-15	DC	637256	2018517	18º 15' 6.02" N	76º 17' 53.93" E		14218	20°12'0.1"L		Latur	Ausa	Jayphal

400kV D/C Line from 400 kV AIS Latur to 400kV Washi (Proposed)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
						2002						
AP-16	DB	635356	2019147	18º 15' 26.95" N	76º 16' 49.39" E		16220	7°11'22.9"R		Dharashiv	Dharashiv	Nitali
						174			MDR			
AP-17	DB	635199	2019222	18º 15' 29.42" N	76º 16' 44.06" E		16394	3°49'0.8"L		Dharashiv	Dharashiv	Nitali
						1138						
AP-18	DD	634142	2019643	18º 15' 43.36" N	76º 16' 8.17" E		17531	1°18'29.7"R		Dharashiv	Dharashiv	Nitali
						217			400kV D/C WRTM Parli-SLP TL			
AP-19	DD	633942	2019728	18º 15' 46.17" N	76º 16' 1.38" E		17749	38°24'59.2"R		Dharashiv	Dharashiv	Nitali
						1222						
AP-20	DD	633358	2020801	18º 16' 21.2" N	76º 15' 41.75" E		18970	39°43'34"L		Dharashiv	Dharashiv	Nitali
						249			765kV D/C PGCIL PTL To Solapur			
AP-21	DD	633127	2020893	18º 16' 24.25" N	76º 15' 33.91" E		19219	20°58'51.9"R		Dharashiv	Dharashiv	Yeoti
						1038						
AP-22	DB	632364	2021597	18º 16' 47.32" N	76º 15' 8.09" E		20257	11°22'46"L		Dharashiv	Dharashiv	Yeoti
						2278						
AP-23	DB	630418	2022781	18º 17' 26.27" N	76º 14' 2.1" E		22535	0°19'23.2"L		Dharashiv	Dharashiv	Samba
						1604						
AP-24	DB	629043	2023607	18º 17' 53.44" N	76º 13' 15.46" E		24139	7°13'9.5"L		Dharashiv	Dharashiv	Arni
						2049						
AP-25	DB	627168	2024433	18º 18' 20.72" N	76º 12' 11.79" E		26188	14°1'53.2"R		Dharashiv	Dharashiv	Arni
						2055						
AP-26	DC	625544	2025693	18º 19' 2.05" N	76º 11' 16.76" E		28243	15°34'41.6"L		Dharashiv	DHARASHIV	Panwadi
						698						
AP-27	DB	624898	2025957	18º 19' 10.78" N	76º 10' 54.81" E		28941	5°15'21.5"R		Dharashiv	Dharashiv	Panwadi
						2063						
AP-28	DD	623068	2026909	18º 19' 42.13" N	76º 9' 52.69" E		31004	14°53'21.5"R		Dharashiv	Dharashiv	Ter
						154			220kV D/C MSETCL TL			
AP-29	DD	622954	2027013	18º 19' 45.54" N	76º 9' 48.83" E		31158	11°44'22.3"L		Dharashiv	Dharashiv	Ter
						1431						
AP-30	DC	621723	2027742	18º 20' 9.51" N	76º 9' 7.05" E		32589	22°44'9.4"L		Dharashiv	Dharashiv	Ter
						699						
AP-31	DC	621031	2027838	18º 20' 12.77" N	76º 8' 43.5" E		33288	15°10'48.3"R		Dharashiv	Dharashiv	Ter
						1375						

400kV D/C Line from 400 kV AIS Latur to 400kV Washi (Proposed)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
AP-32	DB	619766	2028377	18º 20' 30.56" N	76º 8' 0.52" E		34663	2°25'59.6"R		Dharashiv	Dharashiv	Ter
						1946						
AP-33	DD	618010	2029215	18º 20' 58.18" N	76º 7' 0.88" E		36608	50°36'22.3"R		Dharashiv	Dharashiv	Govardha Nwadi
						271			Single Track Railway Line			
AP-34	DD	617945	2029478	18º 21' 6.75" N	76º 6' 58.72" E		36879	32°54'13.8"L		Dharashiv	Dharashiv	Kawalew Adi
						340						
AP-35	DC	617697	2029711	18º 21' 14.38" N	76º 6' 50.32" E		37220	18°38'47.9"L		Dharashiv	Dharashiv	Govardha Nwadi
						654						
AP-36	DD	617102	2029983	18º 21' 23.34" N	76º 6' 30.1" E		37874	0°36'16.9"L		Dharashiv	Dharashiv	GovardhaNwadi
						217			SH-208			
AP-37	DD	616904	2030071	18º 21' 26.24" N	76º 6' 23.38" E		38090	0°0'33.1"R		Dharashiv	Dharashiv	Dhoki
						1898						
AP-38	DB	615170	2030842	18º 21' 51.67" N	76º 5' 24.46" E		39988	9°38'22.9"R		Dharashiv	Dharashiv	Dhoki
						1010						
AP-39	DD	614329	2031401	18º 22' 10.02" N	76º 4' 55.92" E		40998	42°8'2.3"R		Dharashiv	Dharashiv	Dhoki
						191			NH-63			
AP-40	DD	614282	2031586	18º 22' 16.04" N	76º 4' 54.35" E		41189	37°9'47.9"L		Dharashiv	Dharashiv	Dhoki
						1841						
AP-41	DB	612843	2032734	18º 22' 53.67" N	76º 4' 5.55" E		43030	0°11'17"L		Dharashiv	Dharashiv	Tadwala kasbe
						1414						
AP-42	DB	611735	2033612	18º 23' 22.44" N	76º 3' 27.97" E		44443	2°54'58.4"L		Dharashiv	Dharashiv	Tadwala kasbe
						667						
AP-43	DB	611192	2033999	18º 23' 35.13" N	76º 3' 9.55" E		45110	14°27'28.9"L		Dharashiv	Dharashiv	Tadwala kasbe
						694						
AP-44	DB	610544	2034248	18º 23' 43.36" N	76º 2' 47.51" E		45804	12°9'12.5"R		Dharashiv	Dharashiv	Tadwala kasbe
						1045						
AP-45	DB	609669	2034820	18º 24' 2.13" N	76º 2' 17.81" E		46850	4°3'1.3"R		Dharashiv	Dharashiv	Tadwala kasbe
						648						
AP-46	DC	609153	2035212	18º 24' 14.98" N	76º 2' 0.3" E		47498	20°5'47.5"L		Dharashiv	Dharashiv	Gopalwadi
						693						
AP-47	DB	608491	2035416	18º 24' 21.74" N	76º 1' 37.78" E		48190	13°7'14.3"R		Dharashiv	Dharashiv	Tadwala kasbe
						1413						
AP-48	DB	607270	2036128	18º 24' 45.12" N	76º 0' 56.3" E		49604	13°2'7.9"R		Dharashiv	Kallamb	Gopalwadi, Shingoli

400kV D/C Line from 400 kV AIS Latur to 400kV Washi (Proposed)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
						1038						
AP-49	DC	606514	2036840	18º 25' 8.42" N	76º 0' 30.67" E		50642	24°28'47.9"L		Dharashiv	Kallamb	Shingoli
						689						
AP-50	DB	605862	2037062	18º 25' 15.76" N	76º 0' 8.49" E		51331	10°29'29.1"R		Dharashiv	Kallamb	Shingoli
						742						
AP-51	DD	605215	2037425	18º 25' 27.69" N	75º 59' 46.51" E		52073	12°0'47.3"L		Dharashiv	Kallamb	Barama Chiwadi
						189			SH-241			
AP-52	DD	605035	2037481	18º 25' 29.54" N	75º 59' 40.38" E		52262	17°59'41.9"R		Dharashiv	Kallamb	Barama Chiwadi
						281						
AP-53	DC	604806	2037643	18º 25' 34.85" N	75º 59' 32.61" E		52542	26°18'39.1"R		Dharashiv	Kallamb	Barama Chiwadi
						347						
AP-54	DD	604641	2037948	18º 25' 44.81" N	75º 59' 27.04" E		52889	30°17'43"L		Dharashiv	Kallamb	Barama Chiwadi
						988						
AP-55	DB	603797	2038461	18º 26' 1.64" N	75º 58' 58.37" E		53877	11°26'5.5"R		DHARASHIV	Kallamb	Barama
						2032						
AP-56	DC	602304	2039840	18º 26' 46.77" N	75º 58' 7.73" E		55909	15°26'46.7"L		Dharashiv	Kallamb	Gaur
						1039						
AP-57	DB	601381	2040316	18º 27' 2.41" N	75º 57' 36.35" E		56947	9°40'51.5"L		Dharashiv	Kallamb	Moha
						1670						
AP-58	DB	599789	2040821	18º 27' 19.12" N	75º 56' 42.17" E		58618	4°24'4"R		Dharashiv	Kallamb	Babhal Gaon
						2669						
AP-59	DD	597314	2041821	18º 27' 52.06" N	75º 55' 17.97" E		61287	30°36'27"R		Dharashiv	Kallamb	Babhal Gaon
						198			SH-57			
AP-60	DD	597194	2041978	18º 27' 57.19" N	75º 55' 13.91" E		61485	32°27'41.3"L		Dharashiv	Kallamb	Massa Kh
						688						
AP-61	DD	596548	2042215	18º 28' 5.01" N	75º 54' 51.93" E		62173	22°48'28.3"R		Dharashiv	Kallamb	Massa Kh
						158			N.H.548C			
AP-62	DD	596432	2042323	18º 28' 8.54" N	75º 54' 47.99" E		62331	19°46'46.9"L		Dharashiv	Kallamb	Massa Kh
						1588						
AP-63	DB	594972	2042948	18º 28' 29.11" N	75º 53' 58.32" E		63919	9°1'2.3"R		Dharashiv	Washi	Sonarwadi
						2048						
AP-64	DB	593239	2044039	18º 29' 4.89" N	75º 52' 59.42" E		65967	2°6'49.9"L		Dharashiv	Washi	Bavi
						533						
AP-65	DD	592778	2044306	18º 29' 13.64" N	75º 52' 43.74" E		66500	20°55'50.3"R		Dharashiv	Washi	Bavi
						189			400kV S/C Parli-SLP			

400kV D/C Line from 400 kV AIS Latur to 400kV Washi (Proposed)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
									MSTCL			
AP-66	DD	592659	2044453	18º 29' 18.45" N	75º 52' 39.71" E		66689	21°39'59.3"L		Dharashiv	Washi	Bavi
						1024						
AP-67	DB	591766	2044955	18º 29' 34.92" N	75º 52' 9.34" E		67713	14°40'26.9"L		Dharashiv	Washi	Bavi
						659						
AP-68	DB	591128	2045122	18º 29' 40.45" N	75º 51' 47.61" E		68373	10°2'9.5"R		Dharashiv	Washi	Bavi
						1074						
AP-69	DD	590152	2045571	18º 29' 55.21" N	75º 51' 14.41" E		69447	22°1'5.9"R		Dharashiv	Washi	Gojwada
						188			400kV D/C Parli-Lonikand MSETCL			
AP-70	DD	590023	2045708	18º 29' 59.69" N	75º 51' 10.03" E		69635	8°45'55.7"L		Dharashiv	Washi	Gojwada
						1223						
AP-71	DD	589059	2046460	18º 30' 24.3" N	75º 50' 37.28" E		70858	5°8'1.2"R		Dharashiv	Washi	Gojwada
						127			132kV D/C MSETCL TL			
AP-72	DD	588966	2046547	18º 30' 27.14" N	75º 50' 34.12" E		70985	4°34'19"L		Dharashiv	Washi	Gojwada
						1842						
AP-73	DB	587525	2047694	18º 31' 4.68" N	75º 49' 45.16" E		72827	10°28'57.7"L		Dharashiv	Washi	Zinner, Gojwada
						1672						
AP-74	DD	586049	2048480	18º 31' 30.47" N	75º 48' 54.94" E		74499	33°39'3.6"R		Dharashiv	Washi	Gojwada
						645						
AP-75	DD	585743	2049048	18º 31' 48.99" N	75º 48' 44.59" E		75145	42°51'44.7"R		Dharashiv	Washi	Washi (Urban)
						135			MDR			
AP-76	DD	585777	2049179	18º 31' 53.25" N	75º 48' 45.77" E		75280	38°41'29.6"L		Dharashiv	Washi	Washi (Urban)
						1491						
AP-77	DD	585167	2050540	18º 32' 37.62" N	75º 48' 25.18" E		76771	10°17'2.3"R		Dharashiv	Washi	Washi (Urban)
						234			U/C 400kV S/C Line			
AP-78	DD	585111	2050767	18º 32' 45.01" N	75º 48' 23.3" E		77005	15°11'9.8"L		Dharashiv	Washi	Washi (Urban)
						1572						
AP-79	DD	584348	2052141	18º 33' 29.82" N	75º 47' 57.48" E		78577	34°30'26.7"L		Dharashiv	Washi	Washi (Urban)
						660						
AP-80	DD	583757	2052435	18º 33' 39.47" N	75º 47' 37.37" E		79237	46°39'8"R		Dharashiv	Washi	Washi (Urban)
						266			765kV D/C AUG-SLP PGCIL			
AP-81	DD	583507	2052343	18º 33' 36.52" N	75º 47' 28.82" E		79503	26°23'16.8"L		Dharashiv	Washi	Washi (Urban)
						650						

400kV D/C Line from 400 kV AIS Latur to 400kV Washi (Proposed)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
AP-82	DB	582861	2052413	18º 33' 38.89" N	75º 47' 6.8" E		80153	7°17'10"R		Dharashiv	Washi	Washi (Urban)
						676						
AP-83	DB	582185	2052400	18º 33' 38.56" N	75º 46' 43.74" E		80829	12°45'7"L		Dharashiv	Washi	Washi (Urban)
						685						
AP-84	DC	581520	2052236	18º 33' 33.32" N	75º 46' 21.03" E		81514	22°9'17"L		Dharashiv	Washi	Washi (Urban)
						665						
AP-85	DD	580982	2051845	18º 33' 20.67" N	75º 46' 2.62" E		82179	48°6'23.9"L		Dharashiv	Washi	Washi (Urban)
						1140						
AP-86	DD	579867	2052084	18º 33' 28.6" N	75º 45' 24.62" E		83320	0°26'44.8"L		Dharashiv	Washi	Washi (Urban)
						1050						
AP-87	DB	578839	2052296	18º 33' 35.64" N	75º 44' 49.58" E		84369	7°3'12.3"R		Dharashiv	Washi	Washi (Urban)
						1204						
AP-88	DD	577699	2052682	18º 33' 48.35" N	75º 44' 10.75" E		85573	27°58'18.2"R		Dharashiv	Washi	Saramk ondi
						676						
AP-89	DDE	577235	2053174	18º 34' 4.42" N	75º 43' 54.99" E		86249	11°8'23.9"L		Dharashiv	Washi	Saramk ondi
						86						
Gantry		577165	2053224	18º 34' 6.05" N	75º 43' 52.6" E		86335		Pro Washi S/s	Dharashiv	Washi	Saramk Ondi

*****The details Dist. Tehsil & Village provided is based on the data available at Survey of India. Bidders may note that the details provided in the Survey Report are to facilitate the Bidders to locate the tentative line route and these should not be consider as the point of termination/emanation of transmission line.

Note:- Tower type has been proposed based on following-

Tower type	Angle
A/DA	**0-2º**
B/DB	**2-15º**
C/DC	**15-30º**
D/DD/DDE (Dead end)	**30-60º**

However for SH, NH, Railway, power line, river has been considered upon the merit of the prevailing site condition and line deviation requirement.

- Monopoles are to be erected in the Urban areas where RoW constraint exist.

6.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	83.00 km
	Line Length	86.34 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	89 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Available
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	11 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Available
	a) Existing	1 Nos.
	b) Proposed	Nil
18	Airport / Air Strip	Dharashiv Airport
19	Upcoming Airports/ Aviation zone/ Air force Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	Nil
	a) Major	Nil
	b) Minor	Nil

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
22	National Expressway Crossing	Nil
	a) Existing	Nil
	b) Proposed/Under Construction	Nil
23	NH Crossing	Available
	a) Existing	2 Nos.
	b) Proposed	Nil
24	SH Crossing	Available
	a) Existing	4 Nos.
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	NA
27	Wind Zone	II
28	Seismic Zone	III
29	State	Maharashtra
30	District	Latur, Dharashiv
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

6.5 POWER LINE CROSSING

Power Line Crossing (110kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	D/C	220kV	AP2-AP3
2	D/C	220kV	AP3-AP4
3	D/C	132kV	AP5-AP6
4	D/C	400kV	AP18-AP19
5	D/C	765kV	AP20-AP21
6	D/C	220kV	AP28-AP29
7	D/C	400kV	AP65-AP66
8	D/C	400kV	AP69-AP70
9	D/C	132kV	AP71-AP72
10	S/C	400kV	AP77-AP78
11	D/C	765kV	AP80-AP81

6.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**
1	Dhoki to Palsap	Broad Gauge	Single Line	Electrified	AP33-AP34

6.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	Shivli to Wanwada Road	SH-68	Latur	AP9-AP10
2	Dhoki Road	SH-208	Latur	AP36-AP37
3	Barshi - Latur Road	NH-63	Latur	AP39-AP40
4	Yedashi - Kallam Road	SH-241	Washi	AP51-AP52
5	Massa Road	SH-57	Washi	AP59-AP60
6	Pathari - Pokharni Road	NH-548C	Washi	AP61-AP62

6.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/Social/Revenue)**	**Forest Stretches(m)**	**Affected Forest Area(sqm)**
Nil					

6.9 RIVER CROSSINGS

River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
Nil					

6.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name**	**Type**	**Stretches(m)**	**Affected Area (sqm)**
Nil					

7.0 220kV D/C LINE FROM 400kV AIS TO LATUR TO 220kV HARANGUL (EXISTING)

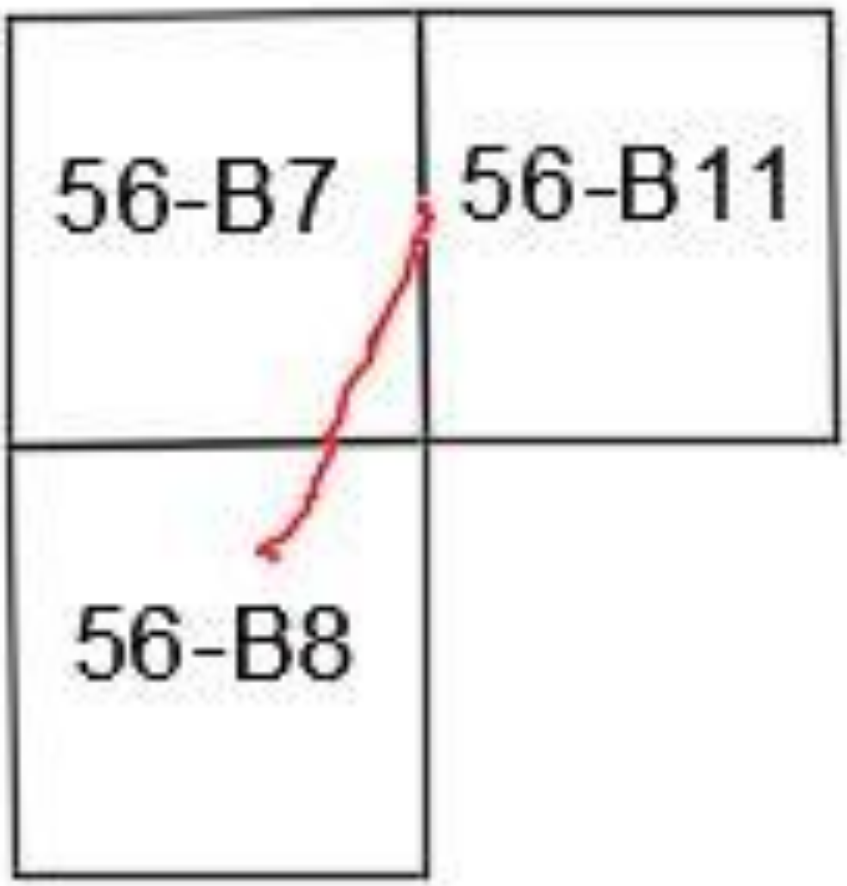
7.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 10.09" N	76º 24' 25.71" E
Existing Harangul Gantry (End)	18º 23' 16.27" N	76º 30' 1.24" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

7.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



7.3 COORDINATES OF ANGLE SCHEDULE OF 220kV DC LINE FROM 400kV AIS LATUR TO 220kV HARANGUL (Existing)

220kV D/C Line From 400kV AIS Latur To 220kV Harangul (Existing)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
Gantry		648819	2011349	18º 11' 10.09" N	76º 24' 25.71" E				Pro Latur S/s	Latur	Ausa	Sindala Lohara
						113						
AP1	DDE	648707	2011337	18º 11' 9.7" N	76º 24' 21.9" E		113	12°2'10"L		Latur	Ausa	Gulkheda
						407						
AP2	DD	648302	2011379	18º 11' 11.17" N	76º 24' 8.13" E		520	47°27'50.3"R		Latur	Ausa	Gulkheda
						315						
AP3	DD	648114	2011632	18º 11' 19.46" N	76º 24' 1.79" E		835	50°35'20.2"R		Latur	Ausa	Gulkheda
						443			Proposed 400kV Latur To Washi Line & 220kV Latur To Murud line			
AP4	DD	648221	2012062	18º 11' 33.43" N	76º 24' 5.54" E		1278	52°24'36"R		Latur	Ausa	Yelori
						2034						
AP5	DD	650085	2012877	18º 11' 59.45" N	76º 25' 9.22" E		3313	39°9'55.7"L		Latur	Ausa	Sindala Lohra
						746						
AP6	DC	650426	2013540	18º 12' 20.93" N	76º 25' 20.99" E		4058	18°17'8.8"R		Latur	Ausa	Sindalwadi
						1126						
AP7	DB	651229	2014329	18º 12' 46.39" N	76º 25' 48.54" E		5184	13°45'43.8"L		Latur	Ausa	Sindalwadi
						572						
AP8	DD	651530	2014816	18°13'2.15"N	76°25'58.90"E		5756	7°51'42.4"L		Latur	Ausa	Sindalwadi
						216			SH-68			
AP9	DD	651618	2015013	18°13'8.56"N	76°26'1.93"E		5972	31°19'48.4"L		Latur	Ausa	Sindalwadi
						945						
AP10	DD	651495	2015950	18º 13' 39.05" N	76º 25' 58.02" E		6917	38°17'5.3"R		Latur	Ausa	Samdarga

220kV D/C Line From 400kV AIS Latur To 220kV Harangul (Existing)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
						913						
AP11	DB	651963	2016734	18º 14' 4.43" N	76º 26' 14.15" E		7830	7°4'46.9"L		Latur	Ausa	Samdarga
						1542						
AP12	DC	652584	2018145	18º 14' 50.18" N	76º 26' 35.65" E		9372	28°55'5.7"L		Latur	Ausa	Samdarga
						500						
AP13	DD	652539	2018643	18º 15' 6.38" N	76º 26' 34.28" E		9872	28°8'10"L		Latur	Ausa	Samdarga
						122			132kV D/C LINE MSETCL TL			
AP14	DD	652472	2018745	18º 15' 9.74" N	76º 26' 32.03" E		9994	46°59'55.1"R		Latur	Ausa	Samdarga
						701						
AP15	DC	652638	2019426	18º 15' 31.83" N	76º 26' 37.86" E		10695	28°23'7.7"R		Latur	Ausa	Samdarga
						306						
AP16	DD	652843	2019653	18º 15' 39.17" N	76º 26' 44.87" E		11000	10°20'48.2"R		Latur	Ausa	Samdarga
						230			SH-239 & 132kV DC LINE MSETCL TL			
AP17	DD	653025	2019793	18º 15' 43.68" N	76º 26' 51.14" E		11230	34°27'46.5"L		Latur	Ausa	Samdarga , Haldurg
						2253						
AP18	DB	653720	2021936	18º 16' 53.19" N	76º 27' 15.36" E		13483	7°9'0.4"R		Latur	Ausa	Satdharwadi
						1293						
AP19	DC	654269	2023107	18º 17' 31.15" N	76º 27' 34.38" E		14776	15°47'27.4"R		Latur	Ausa	Satdharwadi
						1190						
AP20	DC	655048	2024006	18º 18' 0.2" N	76º 28' 1.14" E		15966	23°25'3.2"L		Latur	Ausa	Almala
						942						
AP21	DB	655331	2024904	18º 18' 29.31" N	76º 28' 11.02" E		16907	9°35'22.3"R		Latur	Ausa	Almala
						3374						
AP22	DB	656867	2027908	18º 20' 6.64" N	76º 29' 4.16" E		20281	10°45'11.3"L		Latur	Ausa	Chincholi

220kV D/C Line From 400kV AIS Latur To 220kV Harangul (Existing)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
												Rao wadi, Almala
						740						
AP23	DC	657075	2028618	18º 20' 29.68" N	76º 29' 11.44" E		21021	25°43'26.6"R		Latur	Latur	Chincholi rao
						784						
AP24	DD	657600	2029200	18º 20' 48.44" N	76º 29' 29.51" E		21805	33°15'5.8"L		Latur	Latur	Khandapur
						399						
AP25	DB	657661	2029594	18º 21' 1.27" N	76º 29' 31.68" E		22204	3°2'22.2"R		Latur	Latur	Khandapur
						1525						
AP26	DB	657974	2031087	18º 21' 49.74" N	76º 29' 42.75" E		23729	11°50'47"R		Latur	Latur	Khandapur
						401						
AP27	DB	658135	2031454	18º 22' 1.62" N	76º 29' 48.35" E		24130	5°45'19.2"L		Latur	Latur	Khandapur
						935						
AP28	DD	658423	2032344	18º 22' 30.51" N	76º 29' 58.4" E		25065	52°13'18.4"R		Latur	Latur	Khandapur
						180			132kV D/C LINE			
AP29	DD	658592	2032405	18º 22' 32.46" N	76º 30' 4.19" E		25245	0°19'4.6"L		Latur	Latur	Khandapur
						189			132kV D/C LINE			
AP30	DD	658769	2032470	18º 22' 34.51" N	76º 30' 10.23" E		25433	56°2'8.5"L		Latur	Latur	Pakharsangvi
						646						
AP31	DD	658923	2033097	18º 22' 54.86" N	76º 30' 15.67" E		26079	35°52'12.7"L		Latur	Latur	Pakharsangvi
						514						
AP32	DC	658730	2033573	18º 23' 10.41" N	76º 30' 9.23" E		26593	23°47'8.2"R		Latur	Latur	Pakharsangvi
						167						
AP33	DC	658735	2033740	18º 23' 15.84" N	76º 30' 9.44" E		26760	19°18'26.5"L		Latur	Latur	Pakharsangvi

220kV D/C Line From 400kV AIS Latur To 220kV Harangul (Existing)												
AP. No.	**Tower Type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
						86						
AP34	DD	658709	2033822	18º 23' 18.49" N	76º 30' 8.56" E		26846	53°36'27.7"L		Latur	Latur	Pakharsangvi
						99						
AP35	DD	658615	2033854	18º 23' 19.57" N	76º 30' 5.38" E		26945	34°0'28.5"R		Latur	Latur	Harangul bk
						107						
AP36	DD	658512	2033826	18º 23' 18.68" N	76º 30' 1.85" E		27052	51°44'26.4"L		Latur	Latur	Harangul bk
						51						
AP37	DDE	658492	2033779	18º 23' 17.16" N	76º 30' 1.19" E		27103	27°17'15.7"L		Latur	Latur	Harangul bk
						27						
GANTRY		658494	2033752	18º 23' 16.27" N	76º 30' 1.24" E		27130		Harangul S/s	Latur	Latur	Harangul bk

*****The details Dist. Tehsil & Village provided is based on the data available at Survey of India. Bidders may note that the details provided in the Survey Report are to facilitate the Bidders to locate the tentative line route and these should not be consider as the point of termination/emanation of transmission line.

Note:- Tower type has been proposed based on following-

Tower type	Angle
A/DA	**0-2º**
B/DB	**2-15º**
C/DC	**15-30º**
D/DD/DDE (Dead end)	**30-60º**

However for SH, NH, Railway, power line, river has been considered upon the merit of the prevailing site condition and line deviation requirement.

- Monopoles are to be erected in the Urban areas where RoW constraint exist.

7.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	24.20 km
	Line Length	27.13 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	37 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Available
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	6 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
18	Airport / Air Strip	Latur Airstrip
19	Upcoming Airports/ Aviation zone/ Air force Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	Nil
	a) Major	Nil
	b) Minor	Nil
22	National Expressway Crossing	Nil
	a) Existing	Nil
	b) Proposed/Under Construction	Nil
23	NH Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
24	SH Crossing	Available

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
	a) Existing	2 Nos.
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	NA
27	Wind Zone	II
28	Seismic Zone	II & III
29	State	Maharashtra
30	District	Latur
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

7.5 POWER LINE CROSSING

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	D/C	400kV	AP3-AP4
2	D/C	220kV	AP3-AP4
3	D/C	132kV	AP13-AP14
4	D/C	132kV	AP16-AP17
5	D/C	132kV	AP28-AP29
6	D/C	132kV	AP29-AP30

7.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**
Nil					

7.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	Shivli to Wanwada Road	SH-68	Ausa	AP8-AP9
2	Ausa to Bhada Road	SH-239	Ausa	AP16-AP17

7.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/Social/Revenue)**	**Forest Stretches(m)**	**Affected Forest Area(sqm)**
Nil					

7.9 RIVER CROSSINGS

River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
Nil					

7.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name**	**Type**	**Stretches(m)**	**Affected Area (sqm)**
Nil					

8.0 220kV D/C LINE FROM 400kV AIS LATUR TO 220kV MURUD (EXISTING)

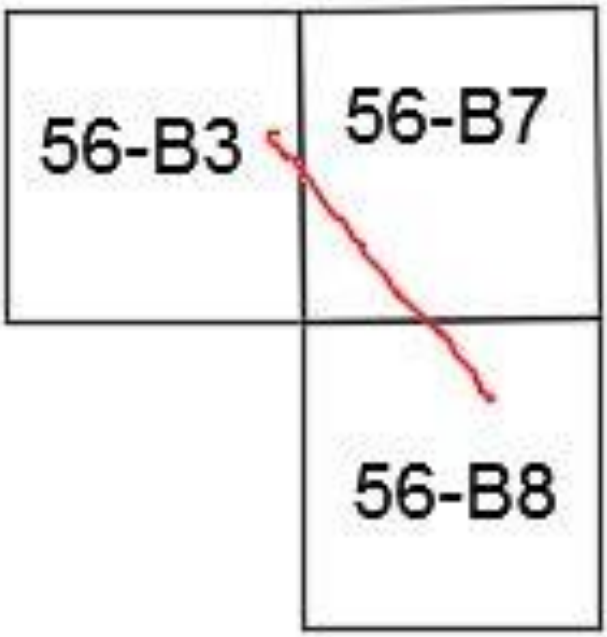
8.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 12.55" N	76º 24' 24.94" E
Existing Murud Gantry (End)	18º 24' 6.15" N	76º 13' 40.22" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

8.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



8.3 COORDINATES OF ANGLE SCHEDULE OF 220kV D/C LINE FROM 400kV AIS LATUR TO 220kV MURUD (Existing)

220kV D/C line from 400kV AIS Latur to 220kV Murud (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
GANTRY		648795.5	2011425	18º 11' 12.55" N	76º 24' 24.94" E				Pro Latur S/s	Latur	Ausa	Sindala Lohara
						73						
AP-1	DDE	648723.2	2011419	18º 11' 12.38" N	76º 24' 22.48" E		73	31°38'20.7"L		Latur	Ausa	Gulkheda
						221						
AP-2	DC	648526.6	2011520	18º 11' 15.7" N	76º 24' 15.81" E		293	19°14'14.3"R		Latur	Ausa	Gulkheda
						160						
AP-3	DD	648415.9	2011636	18º 11' 19.49" N	76º 24' 12.07" E		453	29°25'38.6"R		Latur	Ausa	Gulkheda
						248			Proposed 400kV Latur To Washi Line			
AP-4	DD	648354.7	2011876	18º 11' 27.33" N	76º 24' 10.05" E		702	49°39'33.6"L		Latur	Ausa	Yelori
						283			Proposed 220kV Latur To Harangul Line			
AP-5	DD	648100.5	2012000	18º 11' 31.43" N	76º 24' 1.44" E		985	54°29'48.8"R		Latur	Ausa	Yelori
						549						
AP-6	DC	648010.4	2012542	18º 11' 49.07" N	76º 23' 58.51" E		1534	15°7'12.8"L		Latur	Ausa	Yelori
						836						
AP-7	DD	647663	2013302	18º 12' 13.88" N	76º 23' 46.88" E		2369	22°17'36.8"L		Latur	Ausa	Yelori
						161			132kV D/c Line MSTCL			
AP-8	DD	647545.3	2013412	18º 12' 17.5" N	76º 23' 42.91" E		2531	3°0'57.8"R		Latur	Ausa	Yelori
						1744						
AP-9	DB	646337.4	2014670	18º 12' 58.71" N	76º 23' 2.12" E		4274	0°51'20"L		Latur	Ausa	Yelori
						1008						
AP-10	DD	645628.6	2015386	18º 13' 22.18" N	76º 22' 38.17" E		5282	26°32'48.2"R		Latur	Ausa	Warwada
						186			SH-68			
AP-11	DD	645570.8	2015562	18º 13' 27.93" N	76º 22' 36.25" E		5468	7°27'51.5"L		Latur	Ausa	Warwada
						969						
AP-12	DC	645151.7	2016437	18º 13' 56.47" N	76º 22' 22.21" E		6437	18°52'20.2"L		Latur	Ausa	Warwada
						1021						
AP-13	DB	644435.9	2017165	18º 14' 20.34" N	76º 21' 58.03" E		7458	1°2'7.1"L		Latur	Ausa	Warwada
						2043						
AP-14	DB	642978.4	2018596	18º 15' 7.25" N	76º 21' 8.77" E		9501	14°23'15.5"L		Latur	Ausa	Bhada, Wadji
						1050						

220kV D/C line from 400kV AIS Latur to 220kV Murud (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
AP-15	DC	642069.9	2019123	18º 15' 24.59" N	76º 20' 37.97" E		10551	17°19'2.7"R		Latur	Ausa	Shivli, Andora
						2038						
AP-16	DB	640690.6	2020623	18º 16' 13.72" N	76º 19' 51.38" E		12589	6°30'48.8"R		Latur	Ausa	Andora
						1051						
AP-17	DB	640106	2021484	18°16'41.87"N	76°19'31.69"E		13640	1°10'39.7"L		Latur	Ausa	Andora
						1048						
AP-18	DB	639437.2	2022307	18º 17' 8.78" N	76º 19' 9.12" E		14688	4°57'11"L		Latur	Ausa	Andora
						1027						
AP-19	DB	638746.9	2023068	18º 17' 33.7" N	76º 18' 45.8" E		15715	13°35'14"R		Dharashiv	Dharashiv	Kond
						651						
AP-20	DC	638435	2023639	18º 17' 52.36" N	76º 18' 35.32" E		16366	19°19'42.6"L		Dharashiv	Dharashiv	Kond
						1148						
AP-21	DD	637582.7	2024408	18º 18' 17.57" N	76º 18' 6.48" E		17514	32°41'47.3"R		Dharashiv	Dharashiv	Kond
						692						
AP-22	DC	637400.7	2025075	18º 18' 39.32" N	76º 18' 0.44" E		18206	27°18'40.6"L		Dharashiv	Dharashiv	Kond
						1229						
AP-23	DD	636569.1	2025980	18º 19' 8.96" N	76º 17' 32.34" E		19435	13°17'15.2"L		Dharashiv	Dharashiv	Kond
						223			400kV D/C WRTM Parli-SLP TL			
AP-24	DD	636384.2	2026106	18º 19' 13.08" N	76º 17' 26.07" E		19659	26°5'39"R		Dharashiv	Dharashiv	Kond
						635						
AP-25	DB	636068.8	2026657	18º 19' 31.1" N	76º 17' 15.46" E		20294	12°31'48"L		Dharashiv	Dharashiv	Kond
						847						
AP-26	DD	635499.1	2027284	18º 19' 51.6" N	76º 16' 56.21" E		21141	36°7'2.3"L		Dharashiv	Dharashiv	Kond
						123			MDR-34			
AP-27	DD	635378.2	2027309	18º 19' 52.44" N	76º 16' 52.09" E		21264	38°7'20"R		Dharashiv	Dharashiv	Kond
						1134						
AP-28	DD	634645	2028174	18º 20' 20.74" N	76º 16' 27.33" E		22398	35°15'36.5"L		Dharashiv	Dharashiv	Kond
						156			765kV D/C PRL-SOL TL			
AP-29	DD	634493.7	2028213	18º 20' 22.04" N	76º 16' 22.18" E		22554	36°36'15.6"R		Dharashiv	Dharashiv	Kond
						1373						
AP-30	DB	633630.9	2029280	18º 20' 56.97" N	76º 15' 53.04" E		23927	13°52'55.7"R		Dharashiv	Dharashiv	Tawraj Kheda, Jagji
						1356						
AP-31	DB	633056.4	2030509	18º 21' 37.07" N	76º 15' 33.76" E		25283	1°15'0.1"L		Dharashiv	Dharashiv	Jagji

220kV D/C line from 400kV AIS Latur to 220kV Murud (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
						651						
AP-32	DD	632767.8	2031093	18º 21' 56.12" N	76º 15' 24.07" E		25935	30°43'31.7"L		Latur	Latur	Gumphawadi
						500						
AP-33	DD	632348.4	2031365	18º 22' 5.07" N	76º 15' 9.84" E		26434	19°26'32.6"R		Dharashiv	Dharashiv	Jagji
						220			SH-211			
AP-34	DD	632213.9	2031539	18º 22' 10.78" N	76º 15' 5.3" E		26655	3°14'39.8"L		Dharashiv	Dharashiv	Jagji
						1145						
AP-35	DD	631464.9	2032406	18º 22' 39.14" N	76º 14' 39.99" E		27800	31°9'23.3"R		Latur	Latur	Murud Bk.
						194			Railway Line Single Track			
AP-36	DD	631432.2	2032598	18º 22' 45.38" N	76º 14' 38.92" E		27995	51°34'8.4"L		Latur	Latur	Murud Bk.
						698						
AP-37	DB	630820.5	2032933	18º 22' 56.43" N	76º 14' 18.15" E		28693	2°36'6.4"R		Latur	Latur	Murud Bk.
						680						
AP-38	DC	630239.8	2033287	18º 23' 8.07" N	76º 13' 58.45" E		29373	23°46'56.5"R		Latur	Latur	Murud Bk.
						644						
AP-39	DC	629871.8	2033815	18º 23' 25.34" N	76º 13' 46.03" E		30016	22°23'12.4"L		Latur	Latur	Murud Bk.
						670						
AP-40	DC	629308.5	2034178	18º 23' 37.25" N	76º 13' 26.92" E		30686	25°53'8.2"R		Latur	Latur	Murud Bk.
						588						
AP-41	DD	629002.3	2034680	18º 23' 53.65" N	76º 13' 16.6" E		31274	19°29'42.9"R		Latur	Latur	Murud Bk.
						134			NH-63			
AP-42	DD	628974.7	2034811	18º 23' 57.93" N	76º 13' 15.69" E		31408	36°2'22.3"R		Latur	Latur	Murud Bk.
						291						
AP-43	DD	629093.8	2035077	18º 24' 6.54" N	76º 13' 19.81" E		31699	31°30'53.9"R		Latur	Latur	Murud Bk.
						254						
AP-44	DD	629303.3	2035220	18º 24' 11.14" N	76º 13' 26.98" E		31953	43°39'29.1"R		Latur	Latur	Murud Bk.
						226						
AP-45	DC	629526.4	2035183	18º 24' 9.9" N	76º 13' 34.58" E		32179	19°39'12.4"R		Latur	Latur	Murud Bk.
						177						
AP-46	DDE	629681.4	2035097	18º 24' 7.07" N	76º 13' 39.84" E		32356	39°10'7.1"R		Latur	Latur	Murud Bk.
						30						
GANTRY		629692.7	2035069	18º 24' 6.15" N	76º 13' 40.22" E		32387		Murud S/s	Latur	Latur	Murud Bk.

*The details Dist. Tehsil & Village provided is based on the data available at Survey of India. Bidders may note that the details provided in the Survey Report are to facilitate the Bidders to locate the tentative line route and these should not be consider as the point of termination/emanation of transmission line.

Note:- Tower type has been proposed based on following-

Tower type	Angle
A/DA	**0-2^{o}**
B/DB	**2-15^{o}**
C/DC	**15-30^{o}**
D/DD/DDE (Dead end)	**30-60^{o}**

However for SH, NH, Railway, power line, river has been considered upon the merit of the prevailing site condition and line deviation requirement.

- Monopoles are to be erected in the Urban areas where RoW constraint exist.

8.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	30.40 km
	Line Length	32.39 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	46 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Available
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Available
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	5 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Available
	a) Existing	1 Nos.
	b) Proposed	Nil
18	Airport / Air Strip	Latur Airstrip
19	Upcoming Airports/ Aviation zone/ Airforce Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	Nil
	a) Major	Nil
	b) Minor	Nil
22	National Expressway Crossing	Nil
	a) Existing	Nil
	b) Proposed/Under Construction	Nil
23	NH Crossing	Available
	a) Existing	1 Nos.
	b) Proposed	Nil
24	SH Crossing	Available

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
	a) Existing	2 Nos.
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	NA
27	Wind Zone	II
28	Seismic Zone	III
29	State	Maharashtra
30	District	Latur & Dharashiv
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

8.5 POWER LINE CROSSING

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	D/C	Pro 400kV	AP3-AP4
2	D/C	Pro 220kV	AP4-AP5
3	D/C	132kV	AP7-AP8
4	D/C	400kV	AP23-AP24
5	D/C	765kV	AP28-AP29

8.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non- Electrified**	**Remarks (Crossing in Between Locs.)**
1	Palsap to Murud	Broad Gauge	Single Track	Electrified	AP35-AP36

8.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	Shivli-Manwada Road	SH-68	Latur	AP10-AP11
2	Jagaji Road	SH-211	Murud	AP33-AP34
3	Murud Road	NH-63	Murud	AP41-AP42

8.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/ Social/ Revenue)**	**Forest Stretches (m)**	**Affected Forest Area (sqm)**
Nil					

8.9 RIVER CROSSINGS

River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
Nil					

8.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name**	**Type**	**Stretches(m)**	**Affected Area (sqm)**
Nil					

9.0 220kV D/C LINE FROM 400kV AIS LATUR TO 220kV VAIRAG (EXISTING)

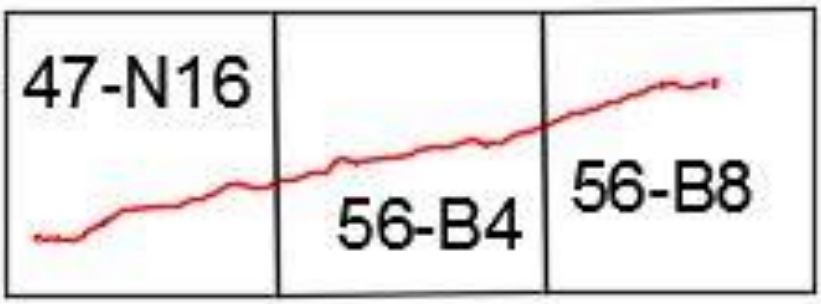
9.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 6.53" N	76º 24' 26.28" E
Existing Vairag Gantry (End)	18º 3' 3.42" N	75º 46' 38.43" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

9.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



9.3 COORDINATES OF ANGLE SCHEDULE OF 220kV D/C LINE FROM 400kV AIS LATUR TO 220kV VAIRAG (Existing)

220kV D/C Line From 400kV AIS Latur to 220kV Vairag (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
GANTRY		648836	2011240	18º 11' 6.53" N	76º 24' 26.28" E				Pro Latur S/s	Latur	Ausa	Sindala Lohara
						94						
AP-1	DDE	648744	2011223	18º 11' 6" N	76º 24' 23.15" E		94	6°24'48.7"R		Latur	Ausa	Gulkheda
						1038						
AP-2	DB	647709	2011148	18º 11' 3.79" N	76º 23' 47.89" E		1132	9°57'23.1"L		Latur	Ausa	Gulkheda
						1271						
AP-3	DC	646477	2010837	18º 10' 54" N	76º 23' 5.87" E		2403	22°25'24.3"L		Latur	Ausa	Gulkheda
						992						
AP-4	DD	645495	2010980	18º 10' 58.9" N	76º 22' 32.49" E		3395	22°19'6.4"R		Latur	Ausa	Gulkheda
						186			132kV D/C MSETCL TL			
AP-5	DD	645335	2011075	18º 11' 2.01" N	76º 22' 27.07" E		3581	13°41'0.8"L		Latur	Ausa	Gulkheda
						717						
AP-6	DD	644649	2011284	18º 11' 8.97" N	76º 22' 3.78" E		4298	33°24'49"R		Latur	Ausa	Gulkheda
						919						
AP-7	DB	643768	2011023	18º 11' 0.7" N	76º 21' 33.74" E		5216	5°4'53.1"R		Latur	Ausa	Taka
						1096						
AP-8	DC	642694	2010806	18º 10' 53.91" N	76º 20' 57.13" E		6312	26°43'33.9"L		Latur	Ausa	Birawali
						726						
AP-9	DC	642123	2010358	18º 10' 39.46" N	76º 20' 37.58" E		7038	19°33'52.3"R		Latur	Ausa	Birawali
						886						
AP-10	DB	641283	2010076	18º 10' 30.48" N	76º 20' 8.93" E		7924	9°24'45.2"R		Latur	Ausa	Masurdi
						546						
AP-11	DC	640744	2009989	18º 10' 27.78" N	76º 19' 50.56" E		8470	17°56'2.6"L		Latur	Ausa	Masurdi
						1500						
AP-12	DC	639408	2009306	18º 10' 5.87" N	76º 19' 4.94" E		9970	21°31'43.6"R		Latur	Ausa	Masurdi
						684						
AP-13	DB	638727	2009239	18º 10' 3.88" N	76º 18' 41.75" E		10655	9°54'47.5"L		Latur	Ausa	Yekambi Laman

220kV D/C Line From 400kV AIS Latur to 220kV Vairag (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
												Tanda
						1737						
AP-14	DB	637053	2008776	18º 9' 49.18" N	76º 17' 44.66" E		12392	13°40'52.4"R		Latur	Ausa	Yekambi
						134			MDR			
AP-15	DC	636919	2008772	18º 9' 49.08" N	76º 17' 40.1" E		12526	19°31'20.9"L		Latur	Ausa	Yekambi
						1499						
AP-16	DB	635523	2008227	18º 9' 31.68" N	76º 16' 52.46" E		14025	13°47'57.2"R		Dharashiv	Dharashiv	Takali Bembali
						696						
AP-17	DB	634832	2008136	18º 9' 28.87" N	76º 16' 28.94" E		14721	12°57'3.4"L		Dharashiv	Dharashiv	Takali Bembali
						1390						
AP-18	DB	633530	2007650	18º 9' 13.36" N	76º 15' 44.53" E		16111	2°18'42.4"L		Dharashiv	Dharashiv	Takali Bembali
						2072						
AP-19	DB	631620	2006848	18º 8' 47.68" N	76º 14' 39.33" E		18183	3°5'57.2"R		Dharashiv	Dharashiv	Kanagara
						1345						
AP-20	DD	630353	2006395	18º 8' 33.22" N	76º 13' 56.12" E		19529	20°25'6.3"L		Dharashiv	Dharashiv	Kanagara
						225			765kV D/C PRL-SOL TL			
AP-21	DD	630128	2006397	18º 8' 33.36" N	76º 13' 48.47" E		19753	22°17'51.8"R		Dharashiv	Dharashiv	Kanagara
						977						
AP-22	DB	629219	2006038	18º 8' 21.88" N	76º 13' 17.46" E		20731	3°29'13"L		Dharashiv	Dharashiv	Panchgavhan
						1327						
AP-23	DD	628017	2005476	18º 8' 3.85" N	76º 12' 36.42" E		22058	26°1'4.6"L		Dharashiv	Dharashiv	Bembli
						218			400kV D/C WRTM Parli-SLP			

220kV D/C Line From 400kV AIS Latur to 220kV Vairag (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
AP-24	DD	627799	2005480	18º 8' 4.02" N	76º 12' 29.01" E		22276	16°4'29.9"R		Dharashiv	Dharashiv	Bembli
						1110						
AP-25	DD	626727	2005191	18º 7' 54.84" N	76º 11' 52.47" E		23386	9°6'26.4"R		Dharashiv	Dharashiv	Bembli
						218			SH			
AP-26	DD	626509	2005168	18º 7' 54.14" N	76º 11' 45.08" E		23605	23°21'6.5"L		Dharashiv	Dharashiv	Bembli
						1638						
AP-27	DD	624946	2005657	18º 8' 10.37" N	76º 10' 51.98" E		25243	33°33'0.4"R		Dharashiv	Dharashiv	Bembli
						2071						
AP-28	DB	622957	2005079	18º 7' 51.99" N	76º 9' 44.19" E		27314	13°4'21.5"R		Dharashiv	Dharashiv	Vithalwadi, Ambewadi
						173			MDR			
AP-29	DB	622785	2005070	18º 7' 51.72" N	76º 9' 38.33" E		27486	13°9'6.8"L		Dharashiv	Dharashiv	Gaundgaon
						889						
AP-30	DC	621931	2004821	18º 7' 43.79" N	76º 9' 9.23" E		28376	18°48'7"L		Dharashiv	Dharashiv	Ansurda
						705						
AP-31	DB	621227	2004852	18º 7' 44.95" N	76º 8' 45.28" E		29080	12°33'14.1"R		Dharashiv	Dharashiv	Ansurda
						1814						
AP-32	DD	619441	2004536	18º 7' 35.03" N	76º 7' 44.45" E		30894	45°3'2"L		Dharashiv	Dharashiv	Ruibhar
						272			Natural Gas pipeline			
AP-33	DD	619286	2004313	18º 7' 27.82" N	76º 7' 39.11" E		31166	44°17'1.7"R		Dharashiv	Dharashiv	Ruibhar
						2105						
AP-34	DB	617218	2003919	18º 7' 15.41" N	76º 6' 28.68" E		33270	13°41'27.7"L		Dharashiv	Dharashiv	Uttami Kayapur

220kV D/C Line From 400kV AIS Latur to 220kV Vairag (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
						718						
AP-35	DC	616501	2003956	18º 7' 16.73" N	76º 6' 4.3" E		33988	15°34'40.3"R		Dharashiv	Dharashiv	Uttami Kayapur
						2763						
AP-36	DD	613805	2003349	18º 6' 57.51" N	76º 4' 32.46" E		36751	3°9'45.5"R		Dharashiv	Dharashiv	Wadgaon
						229			NH-52			
AP-37	DD	613579	2003311	18º 6' 56.32" N	76º 4' 24.76" E		36981	26°25'54.4"L		Dharashiv	Dharashiv	Wadgaon
						1455						
AP-38	DD	612187	2003735	18º 7' 10.36" N	76º 3' 37.46" E		38436	44°51'34.7"R		Dharashiv	Dharashiv	Warwanti
						617						
AP-39	DC	611642	2003445	18º 7' 1.06" N	76º 3' 18.86" E		39053	15°1'24.5"L		Dharashiv	Dharashiv	Warwanti
						1401						
AP-40	DD	610616	2002490	18º 6' 30.18" N	76º 2' 43.78" E		40455	33°11'32.3"R		Dharashiv	Dharashiv	Warwanti
						636						
AP-41	DD	609989	2002382	18º 6' 26.78" N	76º 2' 22.44" E		41091	30°38'51.9"L		Dharashiv	Dharashiv	Warwanti
						165			132kV D/C MSETCL TL			
AP-42	DD	609835	2002441	18º 6' 28.72" N	76º 2' 17.2" E		41256	34°41'36.5"R		Dharashiv	Dharashiv	Warwanti
						586						
AP-43	DB	609266	2002301	18º 6' 24.27" N	76º 1' 57.81" E		41842	0°48'39.2"L		Dharashiv	Dharashiv	Warwanti
						2025						
AP-44	DB	607307	2001790	18º 6' 7.98" N	76º 0' 51.07" E		43866	8°36'41.7"R		Dharashiv	Dharashiv	Ponhar, Begada
						1365						
AP-45	DC	605950	2001647	18º 6' 3.57" N	76º 0' 4.88" E		45231	22°4'4.1"L		Dharashiv	Dharashiv	Surdi

220kV D/C Line From 400kV AIS Latur to 220kV Vairag (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
						1384						
AP-46	DC	604729	2000995	18º 5' 42.59" N	75º 59' 23.24" E		46614	28°22'58.9"L		Dharashiv	Dharashiv	Surdi
						1396						
AP-47	DB	603333	2001002	18º 5' 43.07" N	75º 58' 35.74" E		48011	9°49'30.5"R		Dharashiv	Dharashiv	Chilvadi
						1088						
AP-48	DD	602263	2001194	18º 5' 49.47" N	75º 57' 59.35" E		49098	0°25'30.4"L		Dharashiv	Dharashiv	Chilvadi
						206			SH-203			
AP-49	DD	602059	2001228	18º 5' 50.63" N	75º 57' 52.44" E		49304	8°14'19.7"L		Dharashiv	Dharashiv	Chilvadi
						787						
AP-50	DD	601273	2001248	18º 5' 51.42" N	75º 57' 25.69" E		50091	32°18'1.2"R		Dharashiv	Dharashiv	Chilvadi
						2062						
AP-51	DD	599503	2000191	18º 5' 17.32" N	75º 56' 25.28" E		52153	15°59'53.3"L		Solapur	Barshi	Zaregoan
						180			SH-206			
AP-52	DD	599379	2000059	18º 5' 13.06" N	75º 56' 21.06" E		52333	48°35'51.2"L		Solapur	Barshi	Rui
						450						
AP-53	DD	598929	2000073	18º 5' 13.58" N	75º 56' 5.74" E		52784	39°51'56.9"R		Solapur	Barshi	Nimbalak
						212			765kV D/C AUG-SLP PGCIL			
AP-54	DD	598762	1999943	18º 5' 9.36" N	75º 56' 0.06" E		52995	35°49'44.6"R		Solapur	Barshi	Nimbalak
						1384						
AP-55	DC	597379	1999888	18º 5' 7.79" N	75º 55' 12.99" E		54380	24°57'32.6"L		Solapur	Barshi	Nimbalak
						1386						
AP-56	DC	596147	1999253	18º 4' 47.36" N	75º 54' 30.98" E		55765	18°58'5.8"R		Solapur	Barshi	Nimbalak
						2093						
AP-57	DB	594076	1998952	18º 4' 37.89" N	75º 53' 20.47" E		57858	3°30'39.4"R		Solapur	Barshi	Mungashri
						3594						

220kV D/C Line From 400kV AIS Latur to 220kV Vairag (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
AP-58	DD	590494	1998654	18º 4' 28.73" N	75º 51' 18.59" E		61452	44°23'24.1"L		Solapur	Barshi	Ratanjan
						243			400kV D/C WRTM Lilo SK Parli-SLP			
AP-59	DD	590335	1998470	18º 4' 22.77" N	75º 51' 13.15" E		61696	18°45'0.4"R		Solapur	Barshi	Ratanjan
						2014						
AP-60	DB	588598	1997451	18º 3' 49.87" N	75º 50' 13.89" E		63710	0°12'9.1"L		Solapur	Barshi	Ladole
						2012						
AP-61	DD	586866	1996426	18º 3' 16.8" N	75º 49' 14.84" E		65722	43°5'10.9"L		Solapur	Barshi	Vairag Urban
						229			SH-203			
AP-62	DD	586802	1996207	18º 3' 9.67" N	75º 49' 12.62" E		65950	50°45'58"R		Solapur	Barshi	Vairag Urban
						1119						
AP-63	DD	585772	1995771	18º 2' 55.64" N	75º 48' 37.51" E		67069	38°19'48.6"L		Solapur	Barshi	Vairag Urban
						196			SH-203			
AP-64	DD	585583	1995823	18º 2' 57.35" N	75º 48' 31.1" E		67265	27°15'1"R		Solapur	Barshi	Vairag Urban
						171			SH-204			
AP-65	DD	585416	1995788	18º 2' 56.24" N	75º 48' 25.41" E		67435	16°37'43.6"L		Solapur	Barshi	Vairag Urban
						1108						
AP-66	DD	584312	1995881	18º 2' 59.4" N	75º 47' 47.88" E		68543	37°13'37.6"R		Solapur	Barshi	Vairag Urban
						187			SH-141			
AP-67	DD	584173	1996006	18º 3' 3.5" N	75º 47' 43.17" E		68730	45°39'44.1"R		Solapur	Barshi	Vairag Urban
						1824			Petroleum pipeline			
AP-68	DD	582353	1995890	18º 2' 59.97" N	75º 46' 41.25" E		70554	34°4'36.1"L		Solapur	Barshi	Vairag Urban
						90						
AP-69	DDE	582276	1995935	18º 3' 1.46" N	75º 46' 38.63" E		70644	53°41'0.5"R		Solapur	Barshi	Vairag

220kV D/C Line From 400kV AIS Latur to 220kV Vairag (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
												Urban
						60						
GANTRY		582270	1995995	18º 3' 3.42" N	75º 46' 38.43" E		70704		Vairag S/s	Solapur	Barshi	Vairag Urban

***The details Dist. Tehsil & Village provided is based on the data available at Survey of India. Bidders may note that the details provided in the Survey Report are to facilitate the Bidders to locate the tentative line route and these should not be consider as the point of termination/emanation of transmission line.

Note:- Tower type has been proposed based on following-

Tower type	Angle
A/DA	**0-2º**
B/DB	**2-15º**
C/DC	**15-30º**
D/DD/DDE (Dead end)	**30-60º**

However for SH, NH, Railway, power line, river has been considered upon the merit of the prevailing site condition and line deviation requirement.

- Monopoles are to be erected in the Urban areas where RoW constraint exist.

9.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	68.50 km
	Line Length	70.70 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	69 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Nil
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	6 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
18	Airport / Air Strip	Dharashiv Airport
19	Upcoming Airports/ Aviation zone/ Airforce Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	Nil
	a) Major	Nil
	b) Minor	Nil
22	National Expressway Crossing	Nil
	a) Existing	Nil

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
	b) Proposed/Under Construction	Nil
23	NH Crossing	Available
	a) Existing	1 Nos.
	b) Proposed	Nil
24	SH Crossing	Available
	a) Existing	7 Nos.
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	Nil
27	Wind Zone	II
28	Seismic Zone	III
29	State	Maharashtra
30	District	Latur, Dharashiv, Solapur
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

9.5 POWER LINE CROSSING

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	D/C	132kV	AP4-AP5
2	D/C	765kV	AP20-AP21
3	D/C	400kV	AP23-AP24
4	D/C	132kV	AP41-AP42
5	D/C	765kV	AP53-AP54
6	D/C	400kV	AP58-AP59

9.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non- Electrified**	**Remarks (Crossing in Between Locs.)**
Nil					

9.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	Bembali Road	SH	Latur	AP25-AP26
2	Tuljapur Road	NH-52	Latur	AP36-AP37
3	Vairag Road	SH-203	Osmanabad	AP48-AP49
4	Barsi-Tuljapur Road	SH-206	Osmanabad	AP51-AP52
5	Vairag Road	SH-203	Osmanabad	AP61-AP62
6	Vairag Road	SH-203	Osmanabad	AP63-AP64
7	Barsi-Solapur Road	SH-204	Solapur	AP64-AP65
8	Mangalwedha - Mohol Rd	SH-141	Solapur	AP66-AP67

9.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/Social/Revenue)**	**Forest Stretches(m)**	**Affected Forest Area(sqm)**
Nil					

9.9 RIVER CROSSINGS

River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
Nil					

9.10 WILDLIFE / ELEPHANT CORRIDOR/BIRD SANCTUARY/ GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name**	**Type**	**Stretches(m)**	**Affected Area (sqm)**
Nil					

10.0 220kV D/C LINE FROM 400kV AIS LATUR TO 220kV NARANGWADI (EXISTING)

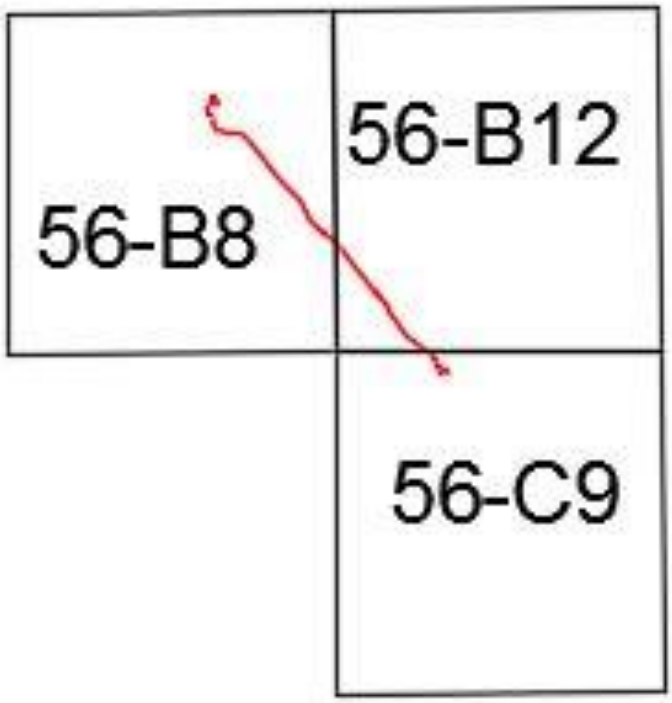
10.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 1.02" N	76º 24' 27.01" E
Existing Narangwadi (End)	17º 59' 9.86" N	76º 35' 4.44" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

10.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



10.3 COORDINATES OF ANGLE SCHEDULE OF 220kV D/C LINE FROM 400 kV AIS LATUR TO 220 kV NARANGWADI (Existing)

220kV D/C line from 400kV AIS Latur to 220kV Narangwadi (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
Gantry		648859	2011071	18º 11' 1.02" N	76º 24' 27.01" E				Pro Latur S/s	Latur	Ausa	Sindala Lohara
						76						
AP1	DDE	648788	2011044	18º 11' 0.16" N	76º 24' 24.58" E		76	9°45'7.1"L		Latur	Ausa	Gulkheda
						352			Proposed 132kV D/C Latur-Tuljapur TL			
AP2	DD	648485	2010865	18º 10' 54.41" N	76º 24' 14.23" E		428	37°58'42.9"L		Latur	Ausa	Gulkheda
						303						
AP3	DD	648374	2010583.2	18°10'45.27"N	76°24'10.38"E		731	59°11'7.2"L		Latur	Ausa	Belkund
						411						
AP4	DD	648626	2010258	18º 10' 34.63" N	76º 24' 18.87" E		1142	0°22'54.5"R		Latur	Ausa	Belkund
						213			NH-361			
AP5	DD	648755	2010089	18º 10' 29.1" N	76º 24' 23.21" E		1354	19°18'47.9"R		Latur	Ausa	Belkund
						1198						
AP6	DD	649126	2008950	18º 9' 51.96" N	76º 24' 35.54" E		2552	52°43'35.9"L		Latur	Ausa	Belkund
						1251						
AP7	DC	650307	2008538	18º 9' 38.26" N	76º 25' 15.62" E		3803	22°57'41.6"L		Latur	Ausa	Chincholi Son
						815						
AP8	DD	651120	2008591	18º 9' 39.78" N	76º 25' 43.29" E		4618	46°12'53.7"R		Latur	Ausa	Chincholi Son
						1386						
AP9	DB	652142	2007655	18º 9' 9.07" N	76º 26' 17.82" E		6004	10°30'53.8"R		Latur	Ausa	Tungi Bk.
						3435						
AP10	DB	654209	2004912	18º 7' 39.32" N	76º 27' 27.41" E		9438	9°11'12.8"L		Latur	Ausa	Musalar Kh., Malkondji
						1024						
AP11	DB	654948	2004203	18º 7' 16.07" N	76º 27' 52.36" E		10462	2°10'23.2"R		Latur	Ausa	Malkondji
						1356						
AP12	DC	655890	2003228	18º 6' 44.11" N	76º 28' 24.14" E		11818	20°10'47"R		Latur	Ausa	Sankral
						2084						
AP13	DD	656732	2001322	18º 5' 41.89" N	76º 28' 52.26" E		13902	35°19'31.4"L		Latur	Ausa	Haregaon
						1356						
AP14	DC	657896	2000627	18º 5' 18.98" N	76º 29' 31.66" E		15258	15°25'38"R		Latur	Ausa	Limbala Dau
						1023						

220kV D/C line from 400kV AIS Latur to 220kV Narangwadi (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
AP15	DB	658603	1999888	18º 4' 54.75" N	76º 29' 55.5" E		16280	9°10'53"L		Latur	Ausa	Limbala Dau
						688						
AP16	DB	659152	1999473	18º 4' 41.11" N	76º 30' 14.06" E		16969	12°52'44.4"R		Latur	Ausa	Limbala Dau
						1601						
AP17	DB	660182	1998247	18º 4' 0.96" N	76º 30' 48.75" E		18570	2°52'16.4"R		Latur	Ausa	Limbala Dau
						2069						
AP18	DB	661432	1996598	18º 3' 6.99" N	76º 31' 30.79" E		20639	2°41'53"L		Latur	Ausa	Ganjankheda
						1050						
AP19	DB	662105	1995792	18º 2' 40.59" N	76º 31' 53.45" E		21689	5°31'32"R		Latur	Ausa	Killariwadi
						1624						
AP20	DD	663021	1994451	18º 1' 56.72" N	76º 32' 24.22" E		23313	0°30'25.7"L		Latur	Ausa	Killariwadi
						221			132 kV D/C MSETCL LINE			
AP21	DD	663147	1994270	18º 1' 50.8" N	76º 32' 28.45" E		23534	0°16'43.7"L		Dharashiv	Lohara	Rajegaon
						2531						
AP22	DC	664603	1992200	18º 0' 43.07" N	76º 33' 17.36" E		26064	17°47'59.6"L		Dharashiv	Lohara	Ekondi lohara
						2750						
AP23	DD	666797	1990542	17º 59' 48.54" N	76º 34' 31.47" E		28814	31°12'58.7"R		Dharashiv	Lohara	Peth Sangri, Narangwadi
						222			132kV S/C Line			
AP24	DD	666879	1990336	17º 59' 41.82" N	76º 34' 34.2" E		29036	5°38'53.9"L		Dharashiv	Lohara	Narangwadi
						455						
AP25	DD	667088	1989932	17º 59' 28.62" N	76º 34' 41.19" E		29491	4°29'1.2"R		Dharashiv	Lohara	Narangwadi
						229			132kV D/C Line, Natural gas pipeline			
AP26	DD	667177	1989721	17º 59' 21.73" N	76º 34' 44.15" E		29720	3°45'3.6"L		Dharashiv	Lohara	Narangwadi
						457						
AP27	DD	667382	1989312	17º 59' 8.37" N	76º 34' 51" E		30177	44°33'52.4"L		Dharashiv	Lohara	Narangwadi
						239						
AP28	DD	667608	1989235	17º 59' 5.8" N	76º 34' 58.66" E		30416	43°59'41.7"L		Dharashiv	Lohara	Narangwadi
						148						
AP29	DDE	667742	1989298	17º 59' 7.82" N	76º 35' 3.23" E		30564	35°45'53.5"L		Dharashiv	Lohara	Narangwadi
						72						
Gantry		667777	1989361	17º 59' 9.86" N	76º 35' 4.44" E		30636		Narangwadi S/s	Dharashiv	Lohara	Narangwadi

*****The details Dist. Tehsil & Village provided is based on the data available at Survey of India. Bidders may note that the details provided in the Survey Report are to facilitate the Bidders to locate the tentative line route and these should not be consider as the point of termination/emanation of transmission line.

Note:- Tower type has been proposed based on following-

Tower type	Angle
A/DA	**0-2^{o}**
B/DB	**2-15^{o}**
C/DC	**15-30^{o}**
D/DD/DDE (Dead end)	**30-60^{o}**

However for SH, NH, Railway, power line, river has been considered upon the merit of the prevailing site condition and line deviation requirement.

- Monopoles are to be erected in the Urban areas where RoW constraint exist.

10.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	28.70 km
	Line Length	30.64 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	29 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Available
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	4 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Nil
	a) Existing	
	b) Proposed	
18	Airport / Air Strip	Nil
19	Upcoming Airports/ Aviation zone/ Airforce Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	Nil
	a) Major	
	b) Minor	Nil
22	National Expressway Crossing	Nil
	a) Existing	Nil
	b) Proposed/Under Construction	Nil
23	NH Crossing	Available

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
	a) Existing	1 Nos.
	b) Proposed	Nil
24	SH Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	NA
27	Wind Zone	II
28	Seismic Zone	II & III
29	State	Maharashtra
30	District	Latur & Dharashiv
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

10.5 POWER LINE CROSSING

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	D/C	132kV	AP1-AP2
2	D/C	132kV	AP20-AP21
3	S/C	132kV	AP23-AP24
4	D/C	132kV	AP25-AP26

10.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non- Electrified**	**Remarks (Crossing in Between Locs.)**
Nil					

10.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	Makani - Belkund Road	NH-361	Latur	AP4-AP5

10.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/Social/Revenue)**	**Forest Stretches(m)**	**Affected Forest Area(sqm)**
Nil					

10.9 RIVER CROSSINGS

River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
Nil					

10.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name**	**Type**	**Stretches(m)**	**Affected Area (sqm)**
Nil					

11.0 132kV D/C LINE FROM 400kV AIS LATUR TO 220kV TULJAPUR (EXISTING)

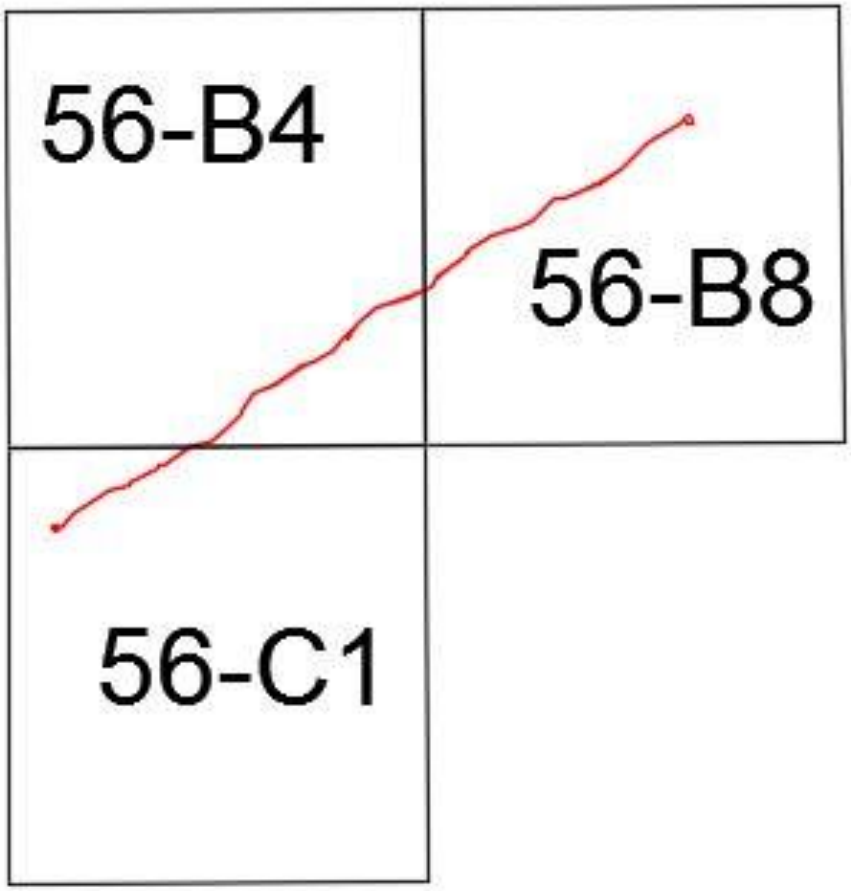
11.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 7.94" N	76º 24' 36.59" E
Existing Tuljapur Gantry (End)	17º 57' 14.76" N	76º 1' 38.56" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

11.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



11.3 COORDINATES OF ANGLE SCHEDULE OF 132kV D/C LINE FROM 400 kV AIS LATUR TO 220kV TULJAPUR (Existing)

132kV D/C line from 400 kV AIS Latur to 220kV Tuljapur (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
GANTRY		649139	2011286	18º 11' 7.94" N	76º 24' 36.59" E				Pro Latur S/s			
						46						
AP1	DDE	649184	2011294	18º 11' 8.19" N	76º 24' 38.13" E		46	37°5'4.9"R				
						117						
AP1A	DD	649288	2011241	18º 11' 6.44" N	76º 24' 41.65" E		162	46°31'31.7"R				
						120						
AP1B	DD	649322	2011126	18º 11' 2.69" N	76º 24' 42.78" E		282	56°58'47.9"R				
						135						
AP1C	DD	649234	2011023	18º 10' 59.36" N	76º 24' 39.76" E		418	31°30'32.5"R				
						599						
AP1D	DD	648664	2010838	18º 10' 53.49" N	76º 24' 20.31" E		1017	51°27'15.1"L				
						219			Proposed 220kV D/C Latur-Narangwadi TL			
AP1E	DD	648481	2010959	18º 10' 57.47" N	76º 24' 14.11" E		1236	47°54'17.4"R				
						421						
AP-2	DB	648073	2010854	18º 10' 54.16" N	76º 24' 0.2" E		1658	13°25'5.7"L		Latur	Ausa	Gulkheda
						1396						
AP-3	DB	646839	2010202	18º 10' 33.25" N	76º 23' 18.04" E		3053	11°50'59.8"L		Latur	Ausa	Gulkheda
						697						
AP-4	DB	646303	2009757	18º 10' 18.91" N	76º 22' 59.69" E		3750	6°3'18"L		Latur	Ausa	Belkund, Dhutta, Taka
						2253						
AP-5	DB	644731	2008143	18º 9' 26.79" N	76º 22' 5.78" E		6003	14°10'53"R		Latur	Ausa	Taka
						1562						
AP-6	DB	643400	2007325	18º 9' 0.5" N	76º 21' 20.29" E		7565	6°3'9"R		Latur	Ausa	Chincholi Kajale
						2038						
AP-7	DB	641561	2006447	18º 8' 32.38" N	76º 20' 17.5" E		9603	11°48'27.5"R		Latur	Ausa	Chincholi Kajale
						603						
AP-8	DD	640975	2006304	18º 8' 27.86" N	76º 19' 57.52" E		10206	39°43'25.9"L		Latur	Ausa	Chincholi Kajale
						185			132 kV D/C MSETCL			

132kV D/C line from 400 kV AIS Latur to 220kV Tuljapur (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
AP-9	DD	640809	2006385	18º 8' 30.54" N	76º 19' 51.89" E		10391	47°44'14"R		Latur	Ausa	Chincholi Kajale
						286						
AP-10	DC	640543	2006279	18º 8' 27.15" N	76º 19' 42.82" E		10677	22°50'46.3"L		Latur	Ausa	Chincholi Kajale
						2089						
AP-11	DC	639055	2004813	18º 7' 39.81" N	76º 18' 51.83" E		12766	24°17'5.3"R		Latur	Ausa	Ujani
						1379						
AP-12	DC	637762	2004335	18º 7' 24.56" N	76º 18' 7.73" E		14145	16°14'49.7"R		Latur	Ausa	Ujani
						184			MDR			
AP-13	DC	637578	2004322	18º 7' 24.18" N	76º 18' 1.46" E		14329	17°12'50.6"L		Latur	Ausa	Ujani
						1208						
AP-14	DB	636452	2003884	18º 7' 10.19" N	76º 17' 23.05" E		15538	10°2'35.8"L		Latur	Ausa	Ujani
						1702						
AP-15	DD	634998	2003000	18º 6' 41.76" N	76º 16' 33.38" E		17239	45°8'38.9"L		Dharashiv	Dharashiv	Bhandari
						145			132 kV S/C MSETCL			
AP-16	DD	634964	2002859	18º 6' 37.18" N	76º 16' 32.19" E		17384	2°9'41"R		Dharashiv	Dharashiv	Bhandari
						173			SH			
AP-17	DD	634917	2002692	18º 6' 31.76" N	76º 16' 30.55" E		17558	38°38'24.5"R		Dharashiv	Dharashiv	Bhandari
						2379						
AP-18	DC	632984	2001306	18º 5' 47.1" N	76º 15' 24.47" E		19936	29°39'1.7"L		Dharashiv	Dharashiv	Nandurga
						718			Natural Gas pipeline			
AP-19	DD	632684	2000654	18º 5' 25.96" N	76º 15' 14.11" E		20654	42°39'49.3"R		Dharashiv	Dharashiv	Nandurga
						1609						
AP-20	DB	631199	2000035	18º 5' 6.15" N	76º 14' 23.46" E		22263	6°21'1.7"R		Dharashiv	Dharashiv	Wadala
						2109						
AP-21	DC	629175	1999444	18º 4' 47.36" N	76º 13' 14.48" E		24371	23°55'3.7"L		Dharashiv	Dharashiv	Patoda
						1393						
AP-22	DB	628111	1998545	18º 4' 18.35" N	76º 12' 38.09" E		25764	12°23'7.1"L		Dharashiv	Dharashiv	Bamani
						1335						
AP-23	DD	627300	1997485	18º 3' 44.03" N	76º 12' 10.27" E		27099	41°29'52.9"R		Dharashiv	Dharashiv	Bamani
						198			765 kV D/C PARALI TO SOL TL			
AP-24	DD	627106	1997447	18º 3' 42.84" N	76º 12' 3.66" E		27297	40°0'7.6"L		Dharashiv	Dharashiv	Bamani
						981						
AP-25	DC	626490	1996684	18º 3' 18.15" N	76º 11' 42.54" E		28277	18°34'36.6"R		Dharashiv	Dharashiv	Bamani
						1438						

132kV D/C line from 400 kV AIS Latur to 220kV Tuljapur (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
AP-26	DD	625277	1995911	18º 2' 53.25" N	76º 11' 1.12" E		29716	41°41'2.6"L		Dharashiv	Dharashiv	Wadibamani
						132			400 kV D/C PARLI-SLP			
AP-27	DD	625147	1995932	18º 2' 53.96" N	76º 10' 56.71" E		29847	27°25'25"R		Dharashiv	Dharashiv	Wadibamani
						773						
AP-28	DC	624413	1995690	18º 2' 46.24" N	76º 10' 31.69" E		30620	17°11'44.2"L		Dharashiv	Dharashiv	Wadibamani
						2040						
AP-29	DB	622751	1994507	18º 2' 8.1" N	76º 9' 34.92" E		32660	27°27'46.1"R		Dharashiv	Tuljapur	Wadgaon lakh
						771						
AP-30	DD	621988	1994400	18º 2' 4.77" N	76º 9' 8.94" E		33431	41°37'37.7"L		Dharashiv	Tuljapur	Kakrambawadi
						2063						
AP-31	DD	620651	1992829	18º 1' 13.93" N	76º 8' 23.15" E		35494	35°45'2.2"L		Dharashiv	Tuljapur	Kakramba
						235			NH-361			
AP-32	DD	620632	1992595	18º 1' 6.33" N	76º 8' 22.46" E		35728	42°22'11.5"R		Dharashiv	Tuljapur	Kakramba
						1208						
AP-33	DB	619748	1991771	18º 0' 39.7" N	76º 7' 52.23" E		36937	4°25'30.1"R		Dharashiv	Tuljapur	Kakramba
						1388						
AP-34	DC	618663	1990906	18º 0' 11.77" N	76º 7' 15.16" E		38325	24°56'58.3"R		Dharashiv	Tuljapur	Kakramba
						1381						
AP-35	DC	617321	1990581	18º 0' 1.46" N	76º 6' 29.46" E		39705	23°53'26.1"L		Dharashiv	Tuljapur	Kakramba
						2006						
AP-36	DD	615730	1989360	17º 59' 22.04" N	76º 5' 35.13" E		41711	46°12'56.1"L		Dharashiv	Tuljapur	Hangarga
						251			NH-361			
AP-37	DD	615482	1989398	17º 59' 23.33" N	76º 5' 26.7" E		41962	50°53'45.2"R		Dharashiv	Tuljapur	Hangarga
						216			SH-206			
AP-38	DD	615322	1989253	17º 59' 18.64" N	76º 5' 21.23" E		42178	14°54'20.1"R		Dharashiv	Tuljapur	Hangarga
						1903						
AP-39	DD	613631	1988381	17º 58' 50.59" N	76º 4' 23.57" E		44080	31°24'40.3"L		Dharashiv	Tuljapur	Sindfal
						227			NH-361			
AP-40	DD	613513	1988187	17º 58' 44.3" N	76º 4' 19.52" E		44307	42°17'14.6"R		Dharashiv	Tuljapur	Sindfal
						1480						
AP-41	DD	612093	1987769	17º 58' 30.97" N	76º 3' 31.16" E		45788	19°2'6.5"L		Dharashiv	Tuljapur	Sindfal
						200			765 kV D/C AUG-SLP PGCIL			
AP-42	DD	611930	1987653	17º 58' 27.22" N	76º 3' 25.6" E		45988	1°36'41.2"R		Dharashiv	Tuljapur	Sindfal
						2332						
AP-43	DC	609993	1986355	17º 57' 45.35" N	76º 2' 19.5" E		48319	21°59'21.7"L		Dharashiv	Tuljapur	Sarola, Sangvi Mardi

132kV D/C line from 400 kV AIS Latur to 220kV Tuljapur (Existing)												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
						965						
AP-44	DC	609451	1985557	17º 57' 19.49" N	76º 2' 0.93" E		49284	22°51'59.5"R		Dharashiv	Tuljapur	Sangvi Mardi
						450						
AP-45	DD	609073	1985312	17º 57' 11.58" N	76º 1' 48.03" E		49734	50°57'40.7"L		Dharashiv	Tuljapur	Sangvi Mardi
						171			NH-52			
AP-46	DDE	608910	1985365	17º 57' 13.34" N	76º 1' 42.5" E		49906	2°19'37.6"R		Dharashiv	Tuljapur	Sangvi Mardi
						124						
GANTRY		608794	1985408	17º 57' 14.76" N	76º 1' 38.57" E		50030		TULJAPUR S/s	Dharashiv	Tuljapur	Sangvi Mardi

*****The details Dist. Tehsil & Village provided is based on the data available at Survey of India. Bidders may note that the details provided in the Survey Report are to facilitate the Bidders to locate the tentative line route and these should not be consider as the point of termination/emanation of transmission line.

Note:- Tower type has been proposed based on following-

Tower type	Angle
A/DA	**0-2º**
B/DB	**2-15º**
C/DC	**15-30º**
D/DD/DDE (Dead end)	**30-60º**

However for SH, NH, Railway, power line, river has been considered upon the merit of the prevailing site condition and line deviation requirement.

- Monopoles are to be erected in the Urban areas where RoW constraint exist.

11.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	47.80 km
	Line Length	50.03 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	51 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Nil
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	6 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
18	Airport / Air Strip	Dharashiv airport
19	Upcoming Airports/ Aviation zone/ Air force Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	Nil
	a) Major	Nil
	b) Minor	Nil
22	National Expressway Crossing	Nil
	a) Existing	Nil
	b) Proposed/Under Construction	Nil
23	NH Crossing	Available

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
	a) Existing	4 Nos.
	b) Proposed	Nil
24	SH Crossing	Available
	a) Existing	2 Nos.
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	Nil
27	Wind Zone	II
28	Seismic Zone	III
29	State	Maharashtra
30	District	Latur & Dharashiv
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

11.5 POWER LINE CROSSING

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	D/C	220kV	AP1D-AP1E
2	D/C	132kV	AP8-AP9
3	S/C	132kV	AP15-AP16
4	D/C	765kV	AP23-AP24
5	D/C	400kV	AP26-AP27
6	D/C	765kV	AP41-AP42

11.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non- Electrified**	**Remarks (Crossing in Between Locs.)**
Nil					

11.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	Ujani Road	SH	Nashik	AP16-AP17
2	Nagpur to Tuljapur Road	NH-361	Nashik	AP31-AP32
3	Akkalkot Road	NH-361	Nashik	AP36-AP37
4	Akkalkot to naldurg Road	SH-206	Tujalpur	AP37-AP38
5	Akkalkot Road	NH-361	Tujalpur	AP39-AP40
6	Solapur to Tujalpur Road	NH-52	Tujalpur	AP45-AP46

11.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/ Social/ Revenue)**	**Forest Stretches(m)**	**Affected Forest Area(sqm)**
Nil					

11.9 RIVER CROSSINGS

River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
Nil					

11.10WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name**	**Type**	**Stretches(m)**	**Affected Area (sqm)**
Nil					

12.0 132kV D/C LINE FROM 400 kV AIS LATUR TO 132kV AUSA (250 MW EACH)

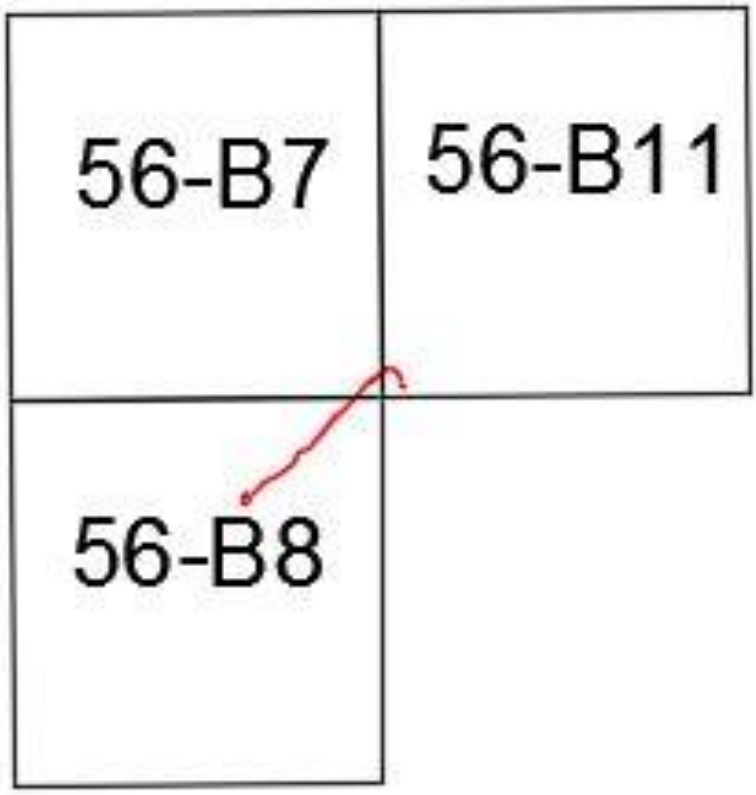
12.1 COORDINATES OF BOTH END

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 16.41" N	76º 24' 34.24" E
Existing Ausa Gantry (End)	18º 15' 30.14" N	76º 30' 51.95" E

Note:- Bidders may note that the coordinates considered in the Survey Report are to facilitate the Bidders to locate the Sub Station/Switchyard and these coordinates should not be consider as the point of termination/emanation of transmission line. The TSP shall coordinate with the agency providing inter Connection facility for exact point of termination /emanation of transmission line.

Further, it is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

12.2 INDEX MAP OF SOI TOPOSHEETS SURVEY OF INDIA TOPOSHEETS (1:50000 SCALE)



12.3 COORDINATES OF ANGLE SCHEDULE OF 132kV D/C LINE FROM 400 kV AIS LATUR TO 132kV AUSA (250 MW EACH)

132kV D/C line from 400 kV AIS Latur to 132kV Ausa												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
GANTRY		649068	2011546	18º 11' 16.42" N	76º 24' 34.24" E				Pro. Latur S/s	Latur	Ausa	Sindala Lohara
						81						
AP-1	DDE	649145	2011570	18º 11' 17.18" N	76º 24' 36.87" E		81	19°49'6.6"L		Latur	Ausa	Sindala Lohara
						335						
AP-2	DB	649412	2011772	18º 11' 23.68" N	76º 24' 46" E		415	2°37'8.3"L		Latur	Ausa	Sindala Lohara
						1170						
AP-3	DC	650311	2012520	18º 11' 47.79" N	76º 25' 16.81" E		1585	19°17'29.3"R		Latur	Ausa	Sindala Lohara
						1213						
AP-4	DC	651448	2012944	18º 12' 1.29" N	76º 25' 55.6" E		2798	21°50'41.9"L		Latur	Ausa	Sindalwadi
						1199						
AP-5	DD	652335	2013751	18º 12' 27.32" N	76º 26' 26" E		3997	23°20'59.9"L		Latur	Ausa	Sindalwadi
						196			NH-361			
AP-6	DD	652416	2013930	18º 12' 33.12" N	76º 26' 28.8" E		4194	2°40'34.3"R		Latur	Ausa	Borphal
						760						
AP-7	DD	652761	2014607	18º 12' 55.05" N	76º 26' 40.74" E		4954	30°15'45.1"R		Latur	Ausa	Borphal
						677						
AP-8	DB	653331	2014973	18º 13' 6.81" N	76º 27' 0.23" E		5631	13°52'41.3"L		Latur	Ausa	Borphal
						2950						
AP-9	DB	655358	2017116	18º 14' 15.99" N	76º 28' 9.81" E		8581	0°55'54.7"R		Latur	Ausa	Ausa Rural, Lamantanda
						2191						
AP-10	DD	656889	2018683	18º 15' 6.56" N	76º 29' 2.37" E		10772	1°59'38.5"L		Latur	Ausa	Ausa Rural, Lamantanda
						214			SH-239			
AP-11	DD	657033	2018841	18º 15' 11.66" N	76º 29' 7.32" E		10985	0°42'9.4"R		Latur	Ausa	Ausa Urban
						1256						

132kV D/C line from 400 kV AIS Latur to 132kV Ausa												
AP. No.	**Tower type**	**Easting**	**Northing**	**Latitude**	**Longitude**	**Span in Mtr.**	**Cum**	**Angle of Deviation**	**Remarks**	***Dist.**	***Tehsil**	***Village**
AP-12	DB	657891	2019759	18º 15' 41.29" N	76º 29' 36.77" E		12242	9°16'1.1"R		Latur	Ausa	Ausa Urban
						1264						
AP-13	DD	658891	2020532	18º 16' 6.17" N	76º 30' 11.05" E		13506	10°28'50.2"R		Latur	Ausa	Wagjewadi
						265			132 kV D/C MSETCL			
AP-14	DD	659127	2020653	18º 16' 10.04" N	76º 30' 19.1" E		13771	51°19'16.6"R		Latur	Ausa	Wagjewadi
						631						
AP-15	DD	659703	2020395	18º 16' 1.5" N	76º 30' 38.65" E		14402	36°17'28.7"R		Latur	Ausa	Wagjewadi
						695						
AP-16	DB	660046	2019791	18º 15' 41.76" N	76º 30' 50.16" E		15097	12°42'24.5"R		Latur	Ausa	Ausa Urban
						266						
AP-17	DD	660123	2019536	18º 15' 33.44" N	76º 30' 52.72" E		15363	44°13'8.8"R		Latur	Ausa	Ausa Urban
						80						
AP-18	DDE	660087	2019465	18º 15' 31.14" N	76º 30' 51.45" E		15443	53°9'19.8"L		Latur	Ausa	Ausa Urban
						34						
GANTRY		660102	2019434	18º 15' 30.13" N	76º 30' 51.95" E		15478		132kV AUSA S/s	Latur	Ausa	Ausa Urban

***The details Dist. Tehsil & Village provided is based on the data available at Survey of India. Bidders may note that the details provided in the Survey Report are to facilitate the Bidders to locate the tentative line route and these should not be consider as the point of termination/emanation of transmission line.

Note:- Tower type has been proposed based on following-

Tower type	Angle
A/DA	**0-2º**
B/DB	**2-15º**
C/DC	**15-30º**
D/DD/DDE (Dead end)	**30-60º**

However for SH, NH, Railway, power line, river has been considered upon the merit of the prevailing site condition and line deviation requirement.

- Monopoles are to be erected in the Urban areas where RoW constraint exist.

12.4 SUMMARY OF PROPOSED ROUTE

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
1	Bee Line Length	13.60 km
	Line Length	15.48 km
	a) Plain	90%
	b) Undulated terrain/Hilly	10%
2	Terrain	Plain & Undulated
3	Snow bound Route (in meters)	No
4	Length of line in heavy rainfall area which may affect working season (in meters)	No
5	Angle Point	18 Nos.
6	Forest (Approx.)	Nil
	a) Reserved Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the route
7	Wildlife Infringement	Nil
8	Animal/Bird sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB) area (Priority/GIB Potential Zone)	Nil
12	Creek, Marshy and low-lying area	Nil
13	No. of Piles/Special Foundations required	Nil
14	Transportation facilities	Available
	Maintenance Facilities	Available
15	Power Line crossings (110kV and Above)	1 Nos.
16	Telecom Line Crossing	Nil
17	Railway Crossing	Nil
	a) Existing	Nil
	b) Proposed	Nil
18	Airport / Air Strip	Nil
19	Upcoming Airports/ Aviation zone/ Air force Station	Nil
20	Army cantonment/Mining/No go areas/ Air Strips	Nil
21	River	Nil
	a) Major	Nil
	b) Minor	Nil
22	National Expressway Crossing	Nil
	a) Existing	Nil

Summary of the Proposed Route		
Sl. No.	**Description**	**Proposed Route**
	b) Proposed/Under Construction	Nil
23	NH Crossing	Available
	a) Existing	1 Nos.
	b) Proposed	Nil
24	SH Crossing	Available
	a) Existing	1 Nos.
	b) Proposed	Nil
25	Approaches for construction	Available
26	Wind Zone to be considered inclusive of Overlapping Zone	Nil
27	Wind Zone	II
28	Seismic Zone	II & III
29	State	Maharashtra
30	District	Latur
31	Coastal Zone	NA
32	Elephant Corridor/Reserve	NA

12.5 POWER LINE CROSSING

Power Line Crossing (132kV and Above)			
SL. No.	**Circuit Details**	**Voltage Rating in kV / Crossing**	**Remarks (Crossing in Between Location No.)**
1	D/C	132kV	AP13-AP14

12.6 RAILWAY LINE CROSSINGS

Railway Line Crossing					
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Meter / Narrow**	**Single/ Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**
Nil					

12.7 NATIONAL HIGHWAY/ STATE HIGHWAY CROSSING

NH & SH Crossings				
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City / Town from Crossing**	**Remarks (Crossing Between Loc. No.)**
1	Shivli to Wangwada Road	National Highway	Nashik	AP5-AP6
2	SH-239	State Highway	Ausa	AP10-AP11

12.8 FOREST DETAILS (RF/PF)

FOREST DETAILS (RF/PF)					
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/Social/ Revenue)**	**Forest Stretches(m)**	**Affected Forest Area (sqm)**
Nil					

12.9 RIVER CROSSINGS

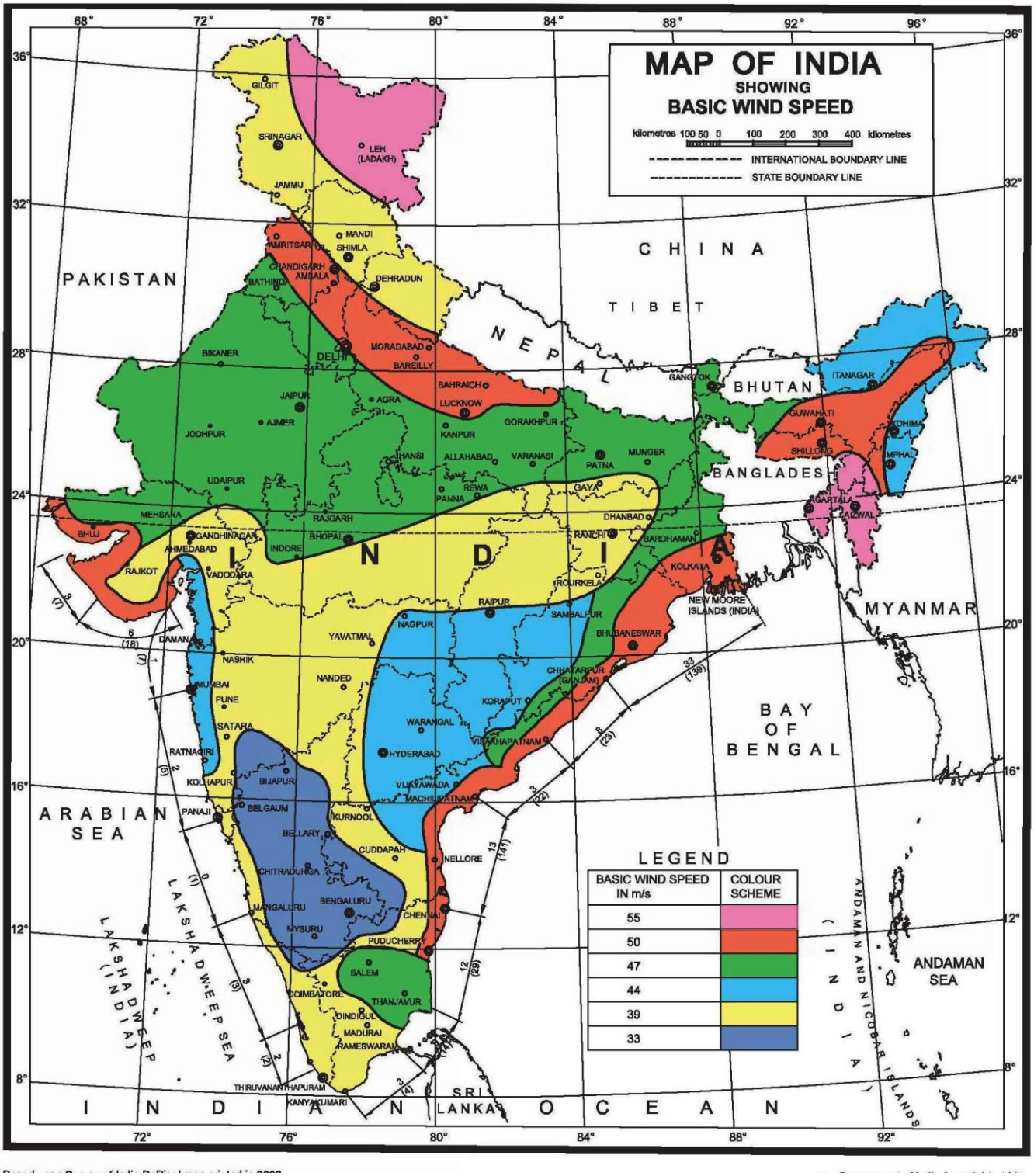
River Crossing					
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**Navigable / non-navigable**	**Remarks (Crossing in Between Loc. No.)**
Nil					

12.10 WILDLIFE/ELEPHANT CORRIDOR/BIRD SANCTUARY/GIB DETAILS

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing					
SL. No.	**Section AP to AP**	**Name**	**Type**	**Stretches(m)**	**Affected Area (sqm)**
Nil					

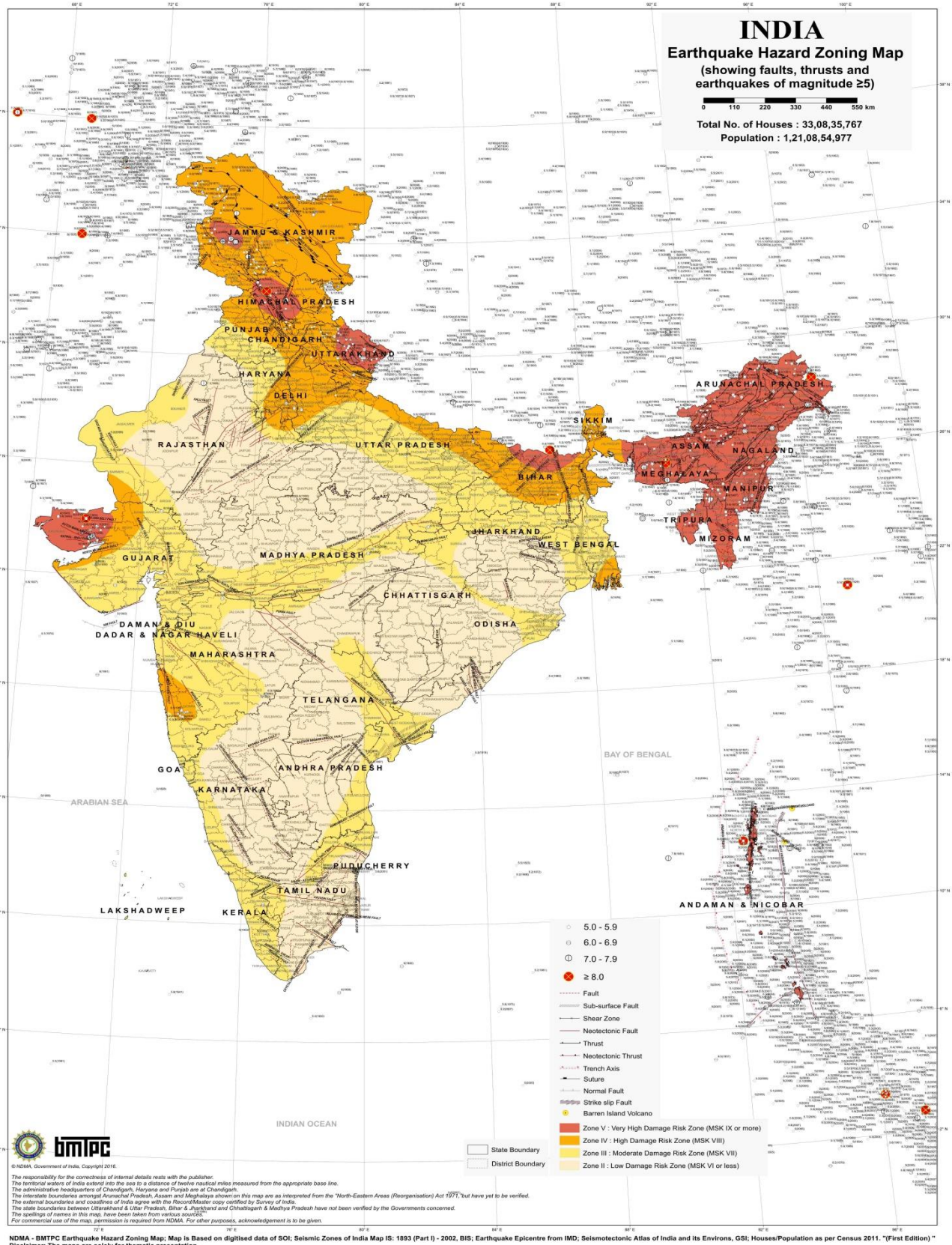
13.0 WIND ZONE MAP

The Proposed transmission line of 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed), 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing), 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing), 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing), 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing), 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing), 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa are passing through **Wind Zone – 2**



➢ SEISMIC ZONE MAP

***Ref:** Seismic Zone Map of National Disaster Management Authority IS: 1893 (Part I) - 2002



NDMA - BMTPC Earthquake Hazard Zoning Map; Map is Based on digitised data of SOI; Seismic Zones of India Map IS: 1893 (Part I) - 2002, BIS; Earthquake Epicentre from IMD; Seismotectonic Atlas of India and its Environs, GSI; Houses/Population as per Census 2011. "(First Edition) " Disclaimer: The maps are solely for thematic presentation.

14.0 RESULTS & CONCLUSION

Based on the scope of the transmission scheme and walk over survey conducted by PFCCL the proposed substation & line is as indicated below:-

1. Establishment of AIS Latur with 3x500 MVA, 400/220kV ICTs with 125 MVAr bus Reactor @ 400kV level.

Village:- Sindala Lohara	Corner	Latitude	Longitude
Taluka:- Ausa	Corner 1	18°11'13.96"N	76°24'23.67"E
District:- Pune	Corner 2	18°11'20.92"N	76°24'37.46"E
State:- Latur	Corner 3	18°11'7.24"N	76°24'41.31"E
	Corner 4	18°10'59.82"N	76°24'26.29"E

The details of substation location is as indicated at 5.0

2. 400kV DC Line from 400kV AIS Latur to 400kV Washi (Proposed)

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 14.25" N	76º 24' 28.51" E
Proposed Washi Gantry (End)	18º 34' 6.05" N	75º 43' 52.6" E

The proposed route is as indicated at 6.3

The proposed route 400kV D/C Line from 400kV AIS Latur to 400kV Washi (Proposed) to be around 86.34 km.

3. 220kV DC Line from 400kV AIS Latur to 220kV Harangul (Existing)

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 10.09" N	76º 24' 25.71" E
Existing Harangul Gantry (End)	18º 23' 16.27" N	76º 30' 1.24" E

The proposed route is as indicated at 7.3

The proposed route 220kV D/C Line from 400kV AIS Latur to 220kV Harangul (Existing) to be around 27.13 km.

4. 220kV DC Line from 400kV Ais Latur to 220kV Murud (Existing)

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 12.55" N	76º 24' 24.94" E
Existing Murud Gantry (End)	18º 24' 6.15" N	76º 13' 40.22" E

The proposed route is as indicated at 8.3

The proposed route 220kV D/C Line from 400kV Ais Latur to 220kV Murud (Existing) to be around 32.39 km.

5. 220kV DC Line from 400kV Ais Latur to 220kV Vairag (Existing)

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 6.53" N	76º 24' 26.28" E
Existing Vairag Gantry (End)	18º 3' 3.42" N	75º 46' 38.43" E

The proposed route is as indicated at 9.3

The proposed route 220kV D/C Line from 400kV Ais Latur to 220kV Vairag (Existing) to be around 70.70 km.

6. 220kV DC Line from 400kV Ais Latur to 220kV Narangwadi (Existing)

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 1.02" N	76º 24' 27.01" E
Existing Narangwadi (End)	17º 59' 9.86" N	76º 35' 4.44" E

The proposed route is as indicated at 10.3

The proposed route 220kV D/C Line from 400kV Ais Latur to 220kV Narangwadi (Existing) to be around 30.64 km.

7. 132kV DC Line from 400kV AIS Latur to 220kV Tuljapur (Existing) (250 MW Each)

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 7.94" N	76º 24' 36.59" E
Existing Tuljapur Gantry (End)	17º 57' 14.76" N	76º 1' 38.56" E

The proposed route is as indicated at 11.3

The proposed route 132kV D/C Line from 400kV AIS Latur to 220kV Tuljapur (Existing) to be around 50.03 km.

8. 132kV D/C line from 400 kV AIS Latur to 132kV Ausa (250 MW EACH)

Tapping point/Substation	Latitude	Longitude
Proposed Latur Gantry (Start)	18º 11' 16.41" N	76º 24' 34.24" E
Existing Ausa Gantry (End)	18º 15' 30.14" N	76º 30' 51.95" E

The proposed route is as indicated at 12.3

The proposed route 132kV D/C line from 400 kV AIS Latur to 132kV Ausa to be around 15.48 km.

Further, efforts have been made to avoid forest, wildlife, mining & sensitive areas. After detailed analysis, the proposed transmission line routes has been observed as most viable routes for alignment due to its approach, for construction and maintenance of the transmission line. However, the report is based on preliminary survey and Bidder may conduct their own due-diligence before submitting their bids.

Finally, the routes marked Red in the route alignment drawing are proposed final route.

NOTE: It is to be noted that Monopoles are to be erected in the Urban areas where RoW constraint exist.

15.0 ANNEXURES

Annexure I	ROUTE ALIGNMENT MAP ON DIGITAL TOPOSHEETS
Annexure II	PROPOSED SUB-STATION LOCATION MAP ON DIGITAL SOI SHEET

MONTECARLO
BORN TO ACHIEVE

Ref: MCL(P)/CO/2500/CLT/2026-2027/3
Date: 17/08/2026

To,
Dy. General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001
Email: pfccl.itp@pfcindia.com

Sub: Independent Transmission Project (ITP) " Establishment of 400/220/132 kV AIS Latur " - Acknowledgement and Acceptance of Letter of Intent

Ref:

1. RFP document issued for the Transmission Project on 04.11.2025
2. RFP (Technical and Financial) bid submitted by Montecarlo Energy Ltd on 04.06.2026 and e-RA held on 18.06.2026
3. Your letter Ref No.: 04/25-26/ITP-114/RFP Dated 13.08.2026

Dear Sir,

We hereby acknowledge receipt of the Letter of Intent (LoI) dated August 13, 2026, declaring Montecarlo Energy Limited as the Successful Bidder for the above mentioned Independent Transmission Project in accordance with Clause 3.6.1 of the Final Request for Proposal (RFP).

We hereby unconditionally accept the issuance and contents of the Letter of Intent, including all terms and conditions stipulated therein.

As per the LoI and Schedule-A annexed thereto, we confirm the following:

- **Quoted Transmission Charges:** Rs. 2,381.77 Million Per Annum as per Annexure 21-Format for Financial Bid
- **Scheduled Commercial Operation Date (COD):** 24 months from the effective date as per Format 1 of Annexure-8 of RFP

We further confirm our commitment to:

1. Complete all activities as stipulated under Clauses 2.15.2, 2.15.3 and 2.15.4 of the Final RFP within the prescribed timelines.
2. Execute the Transmission Service Agreement in accordance with the provisions of the Final RFP.

MONTECARLO ENERGY LIMITED

+91 79 71999300 / 301
mclindia.com
mail@mclindia.com
energy@mclindia.com
Montecarlo Energy Limited
Montecarlo House :
Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058, Gujarat, India.
CIN : U35109GJ2025PLC165288

We understand that PFC Consulting Limited shall have the rights available under the Final RFP, including rights under Clauses 2.15.5 and 3.6.3 thereof, in case of any failure on our part to comply with the aforementioned conditions.

We look forward to executing this project successfully and contributing to the expansion of transmission infrastructure for renewable energy evacuation in Maha. ashtra.

Thanking you and assuring you of our best services at all times.

For, **Montecarlo Energy Limited**

MONTECARLO ENERGY LIMITED

Taticherla Sai Ravi Kiran
Additional Director
Enclosure: Duplicate copy of LOI

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 04/25-26/ITP-114/RFP

13.08.2026

To
Mr. Taticherla Sai Ravi Kiran,
Additional Director,
Montecarlo Energy Limited,
Montecarlo House, Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058,
Gujarat, India

E-mail: bd@mclindia.com

Sub: Independent Transmission Project (ITP) "Establishment of 400/220/132 kV AIS Latur"- Letter of Intent

Ref: (i) RfP document issued for the Transmission Project on 04.11.2025.
(ii) RfP (Technical and Financial) bid submitted by Montecarlo Energy Ltd on 04.06.2026 and e-RA held on 18.06.2026.

Sir,

We refer to:

1. The Request for Proposal (RfP) document dated 04.11.2025 issued to **'Montecarlo Energy Limited'** as regards participation in the international competitive bidding process for Transmission Scheme for **"Establishment of 400/220/132 kV AIS Latur"**, and as amended till the bid deadline including all correspondence/ clarifications / amendments exchanged between **'Montecarlo Energy Limited'** and PFC Consulting Limited in regard thereto (hereinafter collectively referred to as the **"Final RFP"**);
2. The offer of **'Montecarlo Energy Limited'** by way of a Technical Bid pursuant to (1) above submitted on 04.06.2026 in response to the Final RFP.
3. The offer of **'Montecarlo Energy Limited'** by way of Financial Bid-Initial Offer submitted on 04.06.2026 in response to the Final RFP.
4. The offer of **'Montecarlo Energy Limited'** by way of a Financial Bid-Final Offer Submitted during e-Reverse Auction process concluded on 18.06.2026 in response to the Final RFP.
5. The Technical Bid as at S.No. (2) above and the Financial Bid as at S.No. (3) & (4) above, hereinafter collectively referred to as the "Bid".

This is to inform you that the process of evaluating bids received pursuant to the Final RFP, including the Bid, has been concluded. We are pleased to inform you that your proposal and offer received by way of the "Bid" has been accepted and **'Montecarlo Energy 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.

Accepted
Unconditionally

MONTECARLO ENERGY LIMITED

This LoI is based on the Final RFP and you are requested to please comply with the following:

a) Acknowledging its issuance and unconditionally accepting its contents and recording "Accepted unconditionally" under the signature of your authorized signatory on each page of the duplicate copy of this letter attached herewith and returning the same to PFC Consulting Limited within seven (07) days of the date of issuance of LoI. This LoI is issued to you in duplicate.

b) Completion of various activities as stipulated in the Final RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP, within the timelines as prescribed therein.

It may be noted that PFC Consulting Limited has the rights available to them under the Final RFP, including rights under Clause 2.15.5 and Clause 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this LoI are based on the Bid submitted by you as per the Final RFP including the Transmission charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of each transmission element and the Project as agreed by you in your Bid, as per Annexure -21 and Format-1 of Annexure -8 respectively of the Final RFP is annexed herewith as **Schedule-A** and incorporated herein by way of reference.

Yours sincerely,
For PFC Consulting Limited

(Bibhuti Giri)
Dy. General Manager

Enclosures:

- **Schedule A** – Quoted Transmission Charges and the Scheduled COD of each Transmission Element and the Project submitted in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP

Copy to:

1. **Additional Chief Secretary (Energy),** Hongkong Bank Building, 3rd and 4th Floor, Mahatma Gandhi Road, Fort, Mumbai–400001, Maharashtra.

2. **Chairman and Managing Director, Power Finance Corporation Limited**, "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi – 110 001

3. **Secretary, Maharashtra Electricity Regulatory Commission,** World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai-400005

4. **Chief Engineer (State Transmission Utility),** 4th Floor, Prakashganga, Plot No.C-19, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400051

Accepted
Unconditionally

MONTECARLO ENERGY LIMITED

SCHEDULE - A
(Page 1 of 3)

1. Quoted Transmission Charges as per Annexure-21-Format For Financial Bid

Quoted Transmission Charges: Rs. 2,381.77 Million Per Annum

Accepted
Unconditionally

MONTECARLO ENERGY LIMITED

SCHEDULE – A

2. Scheduled COD of each transmission Element and the Project as per Format 1 of Annexure-8 of RFP

Establishment of 400/220/132 kV AIS Latur

Sl. No.	Name of the Transmission Element	Scheduled COD	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	**Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs.** • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	24 months from effective date	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) • 400 kV line bays at 400 kV Washi(Proposed)			
3.	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)			

Accepted Unconditionally

MONTECARLO ENERGY LIMITED

Sl. No.	Name of the Transmission Element	Scheduled COD	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
	• 220 kV line bays at 220 kV Harangul(Existing)			
4.	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) • 220 kV line bays at 220 kV Murud (Existing)			
5.	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Vairag(Existing)			
6.	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing)			
7.	220 kV Connectivity to Solar Generators • 220 kV End Bays – 6 Nos.			
8.	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) • 132 kV line bays at 220 kV Tuljapur (Existing)			
9.	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) • 132 kV line bays at 132 kV Ausa (Existing)			

Note-

Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*)

i) 400 kV line bay at Washi (Proposed)
ii) 220 kV line bay at Harangul (Existing)
iii) 220 kV line bay at Murud (Existing)
iv) 220 kV line bay at Vairag (Existing)
v) 220 kV line bay at Narangwadi (Existing)
vi) 132 kV line bay at Tuljapur (Existing)
vii) 132 kV line bay at Ausa (Existing)

Accepted
Unconditionally

MONTECARLO ENERGY LIMITED

No. 24-9/4/2024-PFC (MoP)
Government of India
Ministry of Power
*****

Shram Shakti Bhawan, Rafi Marg,
New Delhi, dated 17th September, 2026

To,

The Chief Executive Officer,
PFCCL, First Floor
Urjanidhi, 1, Barakhamba Lane,
New Delhi-110003

Subject: Approval of the Government for transfer of shares held by PFC Consulting Limited (a wholly owned subsidiary of Power Finance Corporation Ltd) in 'Latur REZ Transmission Limited' to 'Montecarlo Energy Limited.'

Sir,

I am directed to refer to PFCCL's letter No.04/26-27/ITP-111/RFP dated 31.08.2026 on the above mentioned subject and to convey the approval of the Competent Authority for divesting the shareholding of PFCCL and its nominee in "Latur REZ Transmission Limited" incorporated for carrying out bidding of Intra-State transmission project "Establishment of 400/220/132 kV AIS Latur" under Tariff Based Competitive Bidding (TBCB) mode, to the Successful Bidder (i.e. Montecarlo Energy Limited), with a view to facilitate the 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

17/9/26.

(Nidhi Juneja)
Under Secretary to the Govt. of India
Email: juneja.n13@nic.in/
sopfcrec-mop@gov.in
Tele: 011-23711302

Copy for information to:

i. CMD, PFC Limited, New Delhi.

ii. US (Trans):- With the request that Transmission Wing may write to concerned States, informing about the project, for extending all possible help in assessment of compensation to be paid to landowners and also expediting forest clearance, if involved in the project.

iii. Sr. PPS to Secretary (Power)/JS (Dist.& Reforms)/Dir (Dist.), Ministry of Power.

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 04/26-27/ITP-112/RFP

22.09.2026

To
Mr. Taticherla Sai Ravi Kiran,
Additional Director,
Montecarlo Energy Limited,
Montecarlo House, Sindhu Bhavan Road, Bodakdev,
Ahmedabad - 380058,
Gujarat, India

E-mail: bd@mclindia.com

Sub.: **Independent Transmission Project (ITP) "Establishment of 400/220/132 kV AIS Latur" Regarding submission of CPG for transfer of SPV.**

Sir,

In line with the provisions of Clause 2.15.2 (a), (b) & (c) of the RFP Document, Contract Performance Guarantee in favour of Nodal Agency i.e. Maharashtra State Transmission Utility (MSTU) has to be provided, the Share Purchase Agreement has to be executed and the SPV namely, **"LATUR REZ TRANSMISSION LIMITED"** has to be acquired by the selected bidder i.e., **'Montecarlo Energy Limited'** along with all its related assets and liabilities for the Acquisition Price.

The due diligence has been conducted by **Montecarlo Energy Limited** on 01.09.2026. The SPV would be transferred shortly. It is intimated that the Acquisition Price of the SPV **"LATUR REZ TRANSMISSION LIMITED"** is **Rs. 3,71,81,895/- (Rupees Three Crore Seventy-One Lakh Eighty-One Thousand Eight Hundred and Ninety-Five Only)**. The break-up for this amount is given below:

S. No.	Description	Amount (in INR)
1.	PFCCL Management Fees	2,33,67,240
2.	Goods and Service Tax on PFCCL Management Fees	42,06,103
3.	Other Administrative Expenses	95,08,552
4.	Share Capital	1,00,000
	Total	**3,71,81,895**

The payment of the Acquisition Price may be made as detailed hereunder:

Name	: **PFC Consulting Limited**
PFCCL Goods and Service Tax No.	: 07AAECP6182F1ZC
PFCCL PAN No.	: AAECP6182F
Mode of Payment	: RTGS

Bank Details:

Bank Name	**ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001**
Name of Account	PFC CONSULTING LIMITED
A/C No.	000705036117
IFSC Code	ICIC0000007

It is requested that TDS may be deducted against the above payment as per I.T. rules. Copy of PAN Card and Cheque of the above bank are enclosed herewith.

You are requested to make the above payment as per the details provided above through RTGS at the earliest.

You are requested to provide the Contract Performance Guarantee in favour of Nodal Agency i.e., Maharashtra State Transmission Utility (MSTU) as per the details provided in RFP documents and details enclosed at **Annexure-A**.

As per the provisions of Clause 2.15.2 (a), (b) & (c) of the RFP Document, it is requested to make payment of the Acquisition Price and provide the Contract Performance Guarantee (CPG) at the earliest.

With kind regards,

Yours sincerely,

(Bibhuti Giri)
Dy. General Manager

Annexure –A

Contract Performance Guarantee (CPG)

Establishment of 400/220/132 kV AIS Latur

S. No.	Name of Nodal Agency	Address	Amount of CPG
1.	Maharashtra State Transmission Utility	STATE TRANSMISSION UTILITY, MAHARASHTRA, 4th Floor, Prakashganga, Plot No.C-19, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051	**Rs. 29.12 Crore** (Rupees Twenty Nine Crore and Twelve Lakh Only)

MONTECARLO
BORN TO ACHIEVE

Ref: MCL(P)/EI/2500/CLT/2026-2027/22 **Date: 25.09.2026**

To,
Dy. General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi-110001
Email: pfccl.itp@pfcindia.com

Sub: Independent Transmission Project (ITP) "Establishment of 400/220/132 kV AIS Latur under TBCB mode" - **Submission of Contract Performance Guarantee.**

Ref:

1. RFP document issued for the Transmission Project on 04.11.2025
2. RFP (Technical and Financial) bid submitted by Montecarlo Energy Ltd on 04.06.2026 and e-RA held on 18.06.2026
3. Your letter Ref No.: 04/25-26/ITP-114/RFP Dated 13.08.2026
4. Our LOI Acceptance No.: MCL(P)/CO/2500/CLT/2026-2027/3 Dated 17.08.2026
5. Our Email dated 20.08.2026 w.r.t. confirmation of CPBG & Stamp duty applicability
6. Our Letter No.: MCL(P)/CO/2500/CLT/2026-2027/5 Dated 21.08.2026
7. Your Letter No.: 04/26-27/ITP-112/RFP Dated 22.09.2026
8. Our Letter No: - MCL(P)/EI/2500/CLT/2026-2027/21 Dated 24.09.2026

Dear Sir,

With reference to the above subject matter, we hereby submitting the Contract Performance Guarantee (CPBG) as per the Article 3 of TSA. The details of Bank Guarantee are tabulated below:

B.G. No.	Issued on	Valid up to	Claim up to	Amount (INR)	Issuing Bank
44410ILG031926	24.09.2026	28.12.2028	28.12.2029	29,12,00,000/-	Punjab National Bank

Please note that original copy of Contract Performance Guarantee (CPBG) will be submitted on SPV acquisition day i.e.28.09.2026.

You are kindly requested to acknowledge receipt of the same at your earliest convenience.

MONTECARLO ENERGY LIMITED

+91 79 71999300 / 301
mclindia.com
mail@mclindia.com
energy@mclindia.com
Montecarlo Energy Limited
Montecarlo House :
Sindhu Bhavan Road, Bodakdev,
Ahmedabad – 380058, Gujarat, India.
CIN : U35109GJ2025PLC165288

Thanking you and assuring you of our best services always.

Yours faithfully,
For Montecarlo Energy Limited

Taticherla Sai Ravi Kiran
Director

Enclosure: Original Contract Performance Guarantee

Copy to:

Chief Engineer (State Transmission Utility), 4th Floor, Prakashganga, Plot no.-C-19, E Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400051

गारंटी पत्र के लिए मानक आवरण पत्र
STANDARD COVERING LETTER FOR LETTER OF GUARANTEE

pnb पंजाब नैशनल बैंक punjab national bank

शाखा :
Branch : LCB Ahmedabad
टेलीफोन नंबर :
Telephone No. : 079-27541622
ईमेल पता :
Email Address : BO4441@pnb.bank.in
मुद्रित क्रमांक :
Printed Serial No. : TYX 456956

To, MAHARASHTRA STATE TRANSMISSION UTILITY
4th Floor, Prakashganga
Plot No.C-19, E-Block, Bandra-Kurla Complex
Bandra (E), Mumbai – 400051

माननीय महोदय,
Dear Sir,

कृपया हमारा संलग्नक गारंटी पत्र संख्या ..... दिनांक ..... को
रुपये ..... (₹ .....) के लिए दिनांक .....तक
वैध प्राप्त करें, जो ..... के अनुरोध
पर इस कार्यालय द्वारा (1) श्री/सुश्री ..... पदनाम ..... और
(2) श्री/सुश्री ..... पदनाम .....
के संयुक्त हस्ताक्षर से जारी की गई।

Please find enclosed our letter of guarantee no. 44410ILG031926 dated 24/09/2026
for an amount of ₹. 29,12,00,000.00 Rupees Twenty Nine Crore Twelve Lakhs only)
valid till 28/12/2028 and issued at the request of Montecarlo Energy Limited by this
office under the joint signatures of (1) Sh./Ms. Rajan K Nair
Designation Chief Manager (2) Sh./Ms. Gunjan Suman
Designation Sr Manager

उक्त गारंटी पत्र का संदेश आपके बैंक को एस एफ एम एस गेटवे के माध्यम से प्रेषित कर दिया गया है। यह परामर्श है कि आप अपने हित मे, अपने बैंक /शाखा से गारंटी के उपरोक्त पत्र की वास्तविकता को सत्यापित कर सकते हैं। साथ ही, गारंटी फॉर्म की वास्तविकता हमारे नियंत्रण कार्यालय से सत्यापित की जा सकती है, जो .....
(पता, ईमेल आईडी, नियंत्रण कार्यालय का संपर्क नंबर) है, जिसे इस पत्र की एक प्रति पृष्ठांकित की जा रही है।

The message of the said letter of guarantee has been transmitted through SFMS gateway to your bank. It is advised that in your own interest, you may verify the genuineness of above letter of guarantee from your Bank/Branch. Also, the genuineness of guarantee form be verified from our Controlling Office, which is Zonal Office Ahmedabad, 4th Floor, Chanakya Building, Ashram Road, Ahmedabad-380009 (Address, Email ID, Contact No. of the Controlling Office), to whom a copy of this letter is being endorsed.

zoahmsamd@pnb.bank.in

Confirmation of this Bg can be obtained by the beneficiary through Bank's Corporate Website (https://pnb.bank.in/)>>Home Screen>>Online Services (Right Side of Screen>>Online BG Verification Portal.

आपका भवदीय, Yours faithfully,
हस्ताक्षर Signature .....
नाम Name Gunjan Suman
पदनाम Designation Sr Manager

दिनांक Date : 24/09/2026

प्रतिलिपि: मंडल प्रमुख ..... (पता) हमारे
कार्यालय द्वारा उपर्युक्त गारंटी की प्रति सूचना तथा रिकॉर्ड हेतु प्रस्तुत
CC : The Circle Head Zonal Office Ahmedabad (address)
along with a copy of the above said guarantee issued by us for his information and record.

हस्ताक्षर Signature .....

एस 41 (संशोधित) S-41 (Revised)
SAI SECURITY PRINTERS PVT. LTD.

IN-GJ72469150458884Y

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.	:	**IN-GJ72469150458884Y**
Certificate Issued Date	:	24-Sep-2026 04:38 PM
Account Reference	:	IMPACC (CS)/ gj13399919/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ133999193294205711759 4Y
Purchased by	:	PUNJAB NATIONAL BANK
Description of Document	:	Article 32 Letter of Guarantee
Description	:	LETTER OF BANK GUARANTEE
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PUNJAB NATIONAL BANK
Second Party	:	MONTECARLO ENERGY LIMITED
Stamp Duty Paid By	:	PUNJAB NATIONAL BANK
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

BG NO	:	44410ILG031926
Dated	:	24/09/2026
Amount	:	Rs 29,12,00,000.00
Valid till	:	28/12/2028 ,Issued on
behalf of	:	Montecarlo Energy Limited
Favouring	:	MAHARASHTRA STATE TRANSMISSION UTILITY

पंजाब नेशनल बैंक / Punjab National Bank
444100 *LCB* AHMEDABAD

AVNI CHOUHAN ACC NAVRANGPURA AHMEDABAD GJ1339991 COMPANY SECRETARY

IN-GJ72469150458884Y

FH 0019075782

VOID VOID VOID

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

24-Sep-2026 04:38 PM 24-Sep-2026 04:38 PM 24-Sep-2026 04:38 PM

Contract Performance Guarantee

To,
MAHARASHTRA STATE TRANSMISSION UTILITY
4th Floor, Prakashganga,
Plot No.C-19, E-Block, Bandra-Kurla Complex,
Bandra (E), Mumbai – 400051

In consideration of the **M/s Montecarlo Energy Limited** having its registered office at **Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ahmedabad - 380058, Gujarat** ("Selected Bidder") agreeing to undertake the obligations under the **Transmission Service Agreement to be executed on dated 28/09/2026** and the other RFP Project Documents and the Nodal Agency and the PFC Consulting Limited, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the Punjab National Bank LCB, Shivalik Shilp, Iscon Cross Road, SG highway Ahmedabad 380015 having our Registered Office at Plot no 4, Sector 10 Dwarka new Delhi 110075 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to **MAHARASHTRA STATE TRANSMISSION UTILITY** (being the Nodal Agency) at Mumbai forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs. 29,12,00,000/- (Rupees Twenty-Nine Crore Twelve Lakh Only)** on behalf of **M/s. Montecarlo Energy Limited**.

This guarantee shall be valid and binding on the Guarantor Bank up to and including **28.12.2028** and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to **Rs. 29,12,00,000/- (Rupees Twenty-Nine Crore Twelve Lakh Only)**. Our Guarantee shall remain in force until **28.12.2028**. The Nodal Agency, shall be entitled to invoke this Guarantee up to three hundred sixty-five (365) days of the last date of the validity of this Guarantee i.e. **28.12.2029.**

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from **MAHARASHTRA STATE TRANSMISSION UTILITY** (in its roles as the Nodal Agency), made in any format, raised at the abovementioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **Montecarlo Energy Limited**. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

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.

पंजाब नेशनल बैंक / Punjab National Bank
लार्ज कॉर्पोरेट शाखा, अहमदाबाद
444100
LCB
AHMEDABAD

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Selected Bidder, as the case may be, to make any claim against or any demand on the Selected Bidder, as the case may be, or to give any notice to the Selected Bidder as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against 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**. 29,12,00,000/-** (**Rupees Twenty-Nine Crore Twelve Lakh Only**) and it shall remain in force until **28.12.2028**, with an additional claim period of three hundred sixty-five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by **Montecarlo Energy 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.

For Punjab National Bank
Large Corporate Branch
Ahmedabad

Gunjan Suman
Sr Manager
PF No 5164784

पंजाब नेशनल बैंक / Punjab National Bank
लार्ज कॉर्पोरेट शाखा, अहमदाबाद
444100
LCB
AHMEDABAD

For Punjab National Bank
Large Corporate Branch
Ahmedabad

Rajan K Nair
Chief Manager
PA No R-587

पंजाब नेशनल बैंक / Punjab National Bank
लार्ज कॉर्पोरेट शाखा, अहमदाबाद
444100
LCB
AHMEDABAD

760
{A:ILCF01O760XXXPUNB0444100BKID0000160111002XXXXXXXXXXXXXXXX2BGS202609251
033270542046 8XXXXXXXXXD1705420468XXXXX01}{4:
Message
:27:1/1
:20:44410ILG031926
:23:ISSUE
:30:20260924
:40C:URDG
:77C:NOTWITHSTANDING ANYTHING TO THE CONTRARY
CONTAINED HEREIN
.
1.OUR LIABILITY UNDER THIS GUARANTEE
SHALL NOT EXCEED RS 291200000 RUPEES
TWENTY NINE CRORE TWELVE LAKH ONLY
2.THIS BANK GUARANTEE SHALL BE VALID UP
TO 28.12.2028
3.FURTHER A CLAIM PERIOD OF 12 MONTHS
AFTER VALIDITY PERIOD CLAIM PERIOD IS
AVAILABLE TO YOU TO MAKE A DEMAND UNDER
THE BANK GUARANTEE IN RESPECT OF A CAUSE
OF ACTION WHICH HAS ARISEN DURING THE
VALIDITY PERIOD ONLY
4.WE ARE LIABLE TO PAY UP TO THE GUARANTEE
AMOUNT ONLY AND ONLY IF WE RECEIVE FROM YOU
A WRITTEN CLAIM OR DEMAND WITHIN THE VALIDITY
PERIOD OF THE GUARANTEE AS ABOVE OR WITHIN
CLAIM PERIOD IF ANY
.
AMOUNT OF BG RS 291200000
DATE OF ISSUE 24.09.2026
EXPIRY DATE UP TO 28.12.2028
CLAIM DATE UP TO 28.12.2029
NAME AND ADDRESS OF APPLICANT
MONTECARLO ENERGY LIMITED
BEHALF OF MONTECARLO LIMITED
MONTECARLO HOUSE
SINDHU BHAVAN ROAD
BODAKDEV AHMEDABAD 380058
GUJARAT INDIA
NAME AND ADDRESS OF BENEFICIARY
MAHARASHTRA STATE TRANSMISSION UTILITY
4TH FLOOR PRAKASHGANGA PLOT NO C 19
E BLOCK BANDRA KURLA COMPLEX BANDRA E
MUMBAI 400051
PLEASE NOTE ORIGINAL BG HAS ALREADY
BEEN SUBMITTED TO THE BENEFICIERY HAVING
AUTHORISED SIGNATURES
BG IS VALID ONLY IF TRANSMITTED/AMENDED BY IFN760CV/IFN767CV.
YOU CAN GET THIS BG CONFIRMED FROM CO/ZO NA
Tel.NA Mail NA
:72:BG TO BE GOT VERIFIED FROM OUR
ZONAL OFFICE 4TH FLOOR CHANKYA
BUILDING NR DINESH HALL
OPP ASHRAM ROAD AHMEDABAD
ZOAHMSAMDATTHERATEPNB.BANK.IN
-}





महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FE 618131

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००९६
22 SEP 2026
सक्षम अधिकारी

श्रीमती. सायली कोळी

This stamp paper forms part of SPA executed on 28.09.2026 between parties mentioned in attached document.

PFC CONSULTING LIMITED NEW DELHI

LATUR REZ TRANSMISSION LTD. NEW DELHI

MONTECARLO ENERGY LIMITED

जोडपत्र-१/Annexure-I

फक्त प्रतिज्ञापत्रासाठी /Only For Affidavit

१) मुद्रांक विक्री नोंदवही अनु. क्रं./दिनांक _____

२) मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही.

३) दस्तावरील मुद्रांकविक्रेत्याची सही

व दस्तावर क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता

दस्त क्रमांक ८०००१६

मुद्रांक विक्रेचे ठिकाण/पत्ता: बांद्रा डार असोसिएशन

बार बार बिल्डींग, २रा माळा, लॉयर चेंबर, बांद्रा मेट्रोपॉलिटन

कोर्ट कोर्ट, ए. के. मार्ग, बांद्रे पूर्व, मुं.-४०००५१.

शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापत्र सादर

करण्यासाठी मुद्रांक कागदाची आवश्यकता नाही.

(सदर अधिसूचना दि. ०१/०७/२००४ नुसार) ज्या कारणासाठी

खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक

खरेदी केल्यानंतर ६ महिन्यात वापरणे बंधनकारक आहे.

28 SEP 2026

MONTECARLO LIMITED
Oberoi Splendor B-26th Floor,
2601 & 2602 Vikhroli Link Road,
Opp. Majas Depot, Jogeshwari (E),
Andheri Mumbai-400060

श्री. राजेश गोपाळ नाईक

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FE 618132

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि क ८०००९६
22 SEP 2026
सक्षम अधिकारी

श्रीमती. सायली कोळी

This stamp paper forms part of SPA executed on 28.09.2026 between parties mentioned in attached document.

PFC CONSULTING LIMITED NEW DELHI

LAHTUR REZ TRANSMISSION LTD. NEW DELHI

MONTECARLO ENERGY LIMITED

जोडपत्र-१/Annexure-I

फक्त प्रतिज्ञापत्रासाठी /Only For Affidavit

१) मुद्रांक विक्री नोंदवही अनु. क्रं./दिनांक _____

२) मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही.

३) परवानाधारक मुद्रांकविक्रेत्याची सही

४ परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता

परवाना क्रमांक ८०००००१६

मुद्रांक विक्रेचे ठिकाण/पत्ता: बांद्रा ब्रांच अशोकस्तंभ जयकुर बिल्डींग, २रा माळा, लॉयर चेंबर, बांद्रा मेट्रोपोलिटन मॅजिस्ट्रेट कोर्ट, ए. के. मार्ग, बांद्रे पूर्व, पुं.-४०००५१.

शासकीय कार्यालयासाठी/न्यायालयाकरीता प्रतिज्ञापत्र नादर करणेसाठी मुद्रांक आणण्याची आवश्यकता नाही.

(शासन आदेश दि. ०१/०७/२००४ नुसार) ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांचे त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

28 SEP 2026

MONTECARLO LIMITED
Oberoi Splendor B-26th Floor,
2601 & 2602 Vikhroli Link Road,
Opp. Majas Depot, Jogeshwari (E),
Andheri Mumbai-400060

श्री. राजेश गोपाळ नाईक

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ OOAC 716682

प्रधान मुद्रांक कार्यालय, मुंबई
22 SEP 2026
सक्षम अधिकारी

श्रीमती निलिमा देसाई

This stamp paper forms part of SPA executed on 28.09.2026 between parties mentioned in attached document.

PFC CONSULTING LIMITED NEW DELHI

LATUR REZ TRANSMISSION LTD. NEW DELHI

MONTECARLO ENERGY LTD.

28 SEP 2026

जोडपत्र-१/Annexure-I

फक्त प्रतिज्ञापत्रासाठी /Only For Affidavit

१) मुद्रांक विक्री नोंदवही अनु. क्रे./दिनांक _____

२) मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही.

३) परवानाधारक मुद्रांकविक्रेत्याची सही

व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता

परवाना क्रमांक ८०००२१६

मुद्रांक विक्रेचे ठिकाण/पत्ता: बांद्रा बार असोसिएशन भास्कर बिल्डींग, २रा मजला, लॉबर सेंबर, बांद्रा मेट्रोपोलिटन मॅजिस्ट्रेट कोर्ट, ए. के. मार्ग, बांद्रे पूर्व, मुं.-४०००५१.

शासकीय कार्यालयासमोर/ न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक फाडण्याची आवश्यकता नाही.

(शासन आदेश दि. ०१/०७/२००४ नुसार) सदर कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी सदर कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

MONTECARLO LIMITED
Oberoi Splendor B-26th Floor,
2601 & 2602 Vikhroli Link Road,
Opp. Majas Depot, Jogeshwari (E),
Andheri Mumbai-400060

श्री. राजेश गोपाळ नाईक

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ OOAC 716683

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.क्र. / 000096
22 SEP 2026
सक्षम अधिकारी
श्रीमती निलिमा देसाई

This stamp paper forms part of SPA executed on 28.09.2026 between parties mentioned in attached document.

PFC CONSULTING LIMITED NEW DELHI

LATUR REZ TRANSMISSION LTD. NEW DELHI

MONTECARLO ENERGY LIMITED

28 SEP 2026

MONTECARLO LIMITED
Oberoi Splendor B-26th Floor,
2601 & 2602 Vikhroli Link Road,
Opp. Majas Depot, Jogeshwari (E),
Andheri Mumbai-400060

जोडपत्र-१ / ANNEXURE-I

फक्त प्रतिज्ञापत्रासाठी / Only For Affidavit

१) मुद्रांक विक्री नोंदवही अनु. क्र./दिनांक _____

२) मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही.

३) परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता

परवाना क्रमांक ८०००१६

मुद्रांक विक्रेचे ठिकाण/पत्ता: बांद्रा बार असोसिएशन भास्कर बिल्डींग, २रा मजला, लोअर ग्रेंबर, बांद्रा मेट्रोपोलिटन मजिस्ट्रेट कोर्ट, ए. के. मार्ग, बांद्रे पूर्व, मुं.-४०००५१.

शासकीय कार्यालयासमोर/ न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक कागदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४ नुसार) ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

श्री. राजेश गोपाळ नाईक

Dated 28.09.2026

SHARE PURCHASE AGREEMENT

BETWEEN

PFC CONSULTING LIMITED

AND

LATUR REZ TRANSMISSION LIMITED

AND

MONTECARLO ENERGY LIMITED

PFC CONSULTING LIMITED NEW DELHI PFCCL

LATUR REZ TRANSMISSION LTD. NEW DELHI LRTL

MONTECARLO ENERGY LIMITED MEL

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ('Agreement') made on September 28, 2026, at Mumbai by and between:

PFC CONSULTING LIMITED (a wholly owned subsidiary of Power Finance Corporation Ltd.), a company incorporated under the Companies Act, 1956, with CIN U74140DL2008GOI175858, having its registered office at First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, Central Delhi, 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

LATUR REZ TRANSMISSION LIMITED, a company incorporated under the Companies Act, 2013, with CIN U42201DL2025GOI459301, having its registered office at Urjanidhi, First Floor, 1, Barakhamba Lane, Connaught Place, Central Delhi, New Delhi - 110001, (hereinafter referred to as **"Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

MONTECARLO ENERGY LIMITED, a company incorporated under the Companies Act, 2013, with CIN U35109GJ2025PLC65288, having its registered office at Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ambli, Ahmedabad, Daskroi, Gujarat – 380058, (hereinafter referred to as **"Selected Bidder"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART.**

WHEREAS:

A. The Government of Maharashtra vide its Government Resolution No. Sankirna-0125/P.R.32/Urja-4 dated 03.10.2025 has notified PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for **"Establishment of 400/220/132 kV AIS Latur"** 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, **Montecarlo Energy Limited** has been identified as the Selected Bidder vide Letter of Intent dated 13th August, 2026 issued by the PFCCL in favor of the Selected Bidder.

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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 Capitalized terms in this Agreement, unless defined in this Agreement shall, in so far as the context admits, have the same meaning in this Agreement as has been ascribed to them in the Transmission Service Agreement.

1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:

(i) **"Acquisition Price"** shall mean **Rs. 3,71,81,895/- (Rupees Three Crore Seventy-One Lakh Eighty-One Thousand Eight Hundred and Ninety-Five Only)** , which is the aggregate consideration payable by the Selected Bidder towards purchase of the **Sale Shares at par** along with assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;

(ii) **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by Parties in writing;

(iii) **"Bid Process"** shall mean the competitive bidding process initiated by the 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 2.15.2 of RFP or on failure of such mutual agreement between the Parties shall be the date falling on the last date of such period;

(vi) **"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;

(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;

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(viii) **"Letter of Intent"** shall have the meaning ascribed thereto under the RFP;

(ix) **"Nominees"** shall mean the Persons, who are named in Annexure A, holding the Sale Shares as nominees of PFCCL;

(x) "**Party**" shall mean PFCCL, Company and the Selected Bidder, referred to individually, and "**Parties**" shall mean PFCCL, Company and the Selected Bidder collectively referred to, as relevant;

(xi) "**Person**" shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, 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 Thousands) Equity 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 28.09.2026 entered into between Maharashtra State Transmission Utility and Latur REZ Transmission Limited, the TSP pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project to Maharashtra State Transmission Utility on a commercial basis, as may be amended from time to time;

(xviii) **Transmission Service Provider" or "TSP"** shall mean Latur REZ Transmission Limited which has executed the Transmission Service Agreement and which shall be acquired by the Selected Bidder.

1.3 Interpretation Clause

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Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

2. **TRANSFER OF SHARES**

2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares of the Company free from Encumbrances with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.

2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as Nominees of the Shares Seller to the Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms ("Share Transfer Forms") duly stamped with requisite amount of stamp duty payable on the transfer of Sale Shares.

3.2 On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares ("Sale Share Certificates") along with the Share Transfer Forms duly executed by the Shares Seller and the Nominees in favour of the Selected Bidder, simultaneously against the Selected Bidder handing over to the Shares Seller demand drafts drawn in favour of the Shares Seller for the Acquisition Price payable to it.

Provided that prior to the handing over of the Sale Share Certificates to the Selected Bidder as mentioned above, the Selected Bidder shall provide satisfactory evidence to PFCCL that on or before the Closing Date, the Selected Bidder has furnished the Performance Bank Guarantee to Maharashtra State Transmission Utility and is in a position to comply with all other requirements of Clause 2.15.2 of the RFP.

3.3 The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Sale Share Certificates with the Company. The Selected Bidder may also propose the names of its nominees to be appointed on the Board of the Company and the address which would be the new registered office of the Company. The Company shall, upon receipt of the said documents from the Selected Bidder, do the following:

(i) Immediately on the Closing Date convene a meeting of the Board, wherein the Board shall pass the following necessary resolutions:

(a) Approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of the **Montecarlo Energy**

Limited and its nominees and transfer of all assets and liabilities of the Company as on Closing Date;

(b) Approving the **Montecarlo Energy Limited and its nominees** as a member of the Company and entering the name of the **Montecarlo Energy Limited and its nominees** in the register of members;

(c) Changing the address of the registered office of the Company to the new address as 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 continue with the meeting and pass the following resolution:

(a) Terminating all the authorizations granted regarding the business and/or operations of the Company or the operations of the bank accounts of the Company, with prospective effect; and

(b) Acknowledging and accepting the terms and conditions as contained in the executed copies of the RFP Project Documents and to abide by the provisions contained therein.

(ii) Enter the name of the **Montecarlo Energy Limited** as the legal and beneficial owner of the Sale Shares, free of all Encumbrances, in the register of members of the Company;

(iii) Make the necessary endorsements on the Sale Share Certificates, indicating the name of the **Montecarlo Energy Limited** as the legal and beneficial owner of the Sale Shares evidenced there under;

(iv) Return the original Sale Share Certificates, duly endorsed in the name of the **Montecarlo Energy Limited and its nominees**, to the **Montecarlo Energy Limited and its nominees,** as the case may be or its authorized 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 (d) of Clause 3.3 (i) to Maharashtra State Transmission Utility.

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.

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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 Maharashtra State Transmission Utility 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 (d) 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 will not violate or contravene any provision of the Memorandum and Articles of Association 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.

4.2.4 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.

4.2.5 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.

4.3 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warranties and undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for one (1) year.

4.4 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.

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b) All notices must be delivered personally or by registered or speed post or by recognised courier to the addresses below:

Selected Bidder (Lead Member in case of Consortium)	**Director** **MONTECARLO ENERGY LIMITED** Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ambli, Ahmedabad, Daskroi, Gujarat – 380058
Name of the Holding Company of the SPV	**Company Secretary** **PFC CONSULTING LIMITED** First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, Central Delhi, New Delhi - 110001
Company (Before Closing Date)	**Project in-charge-** **LATUR REZ TRANSMISSION LIMITED** Urjanidhi, First Floor, 1, Barakhamba Lane, Connaught Place, Central Delhi, New Delhi - 110001
Company (After Closing Date)	**LATUR REZ TRANSMISSION LIMITED** M 130-131, Second Floor, M-42, Connaught Cir, Shankar Market, Block M, Connaught Place, Central Delhi, New Delhi – 110001

c) Any Party may by notice of at least fifteen (15) days to the other Parties change the address and / or addresses to which such notices and communications to it are to be delivered or mailed.

6.2 RESOLUTION OF DISPUTES

6.2.1 If any dispute arises between the Parties, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), the disputing Parties hereto shall 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.

6.3 AUTHORISED PERSON

For the purposes of this Agreement, the Selected Bidder is represented by Mr. T. Sai Ravi Kiran, (Director), pursuant to an authorization granted to Mr. T. Sai Ravi Kiran, (Director) through necessary Board resolutions. Further, Mr. T. Sai Ravi Kiran, (Director) is also authorized by such resolutions to take any decision which may be required to be taken, do all acts and execute all documents which are or may be required by the Selected Bidder for the proper and effective fulfillment of the rights and obligations under this Agreement. Any action taken or document executed by Mr. T. Sai Ravi Kiran, (Director) 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

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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 Maharashtra State Transmission Utility 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.

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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 Maharashtra State Transmission Utility 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 **"PFC CONSULTING LIMITED (PFCCL)"**

BY THE HAND OF **SHRI SACHIN ARORA, COMPANY SECRETARY**

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 27th OF AUGUST, 2026

ON THE 28th DAY OF SEPTEMBER, 2026

IN THE PRESENCE OF:

(Rakesh Mohan), CFO, PFCCL

WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS:

SIGNED AND DELIVERED
BY THE WITHIN NAMED **"LATUR REZ TRANSMISSION LIMITED"**

BY THE HAND OF **SHRI SANJIV KUMAR, DIRECTOR**

PURSUANT TO THE
RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 07th OF AUGUST, 2026

ON THE 25th DAY OF SEPTEMBER, 2026

IN THE PRESENCE OF:

WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS:

SIGNED AND DELIVERED
BY THE WITHIN NAMED **"MONTECARLO ENERGY LIMITED"**

BY THE HAND OF **SHRI T. SAI RAVI KIRAN, DIRECTOR**

PURSUANT TO THE
RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 12th SEPTEMBER, 2026

ON THE 28th DAY OF SEPTEMBER, 2026

IN THE PRESENCE OF:

WITNESS:

NAME, SIGNATURE, DESIGNATION AND ADDRESS:

S. A. M. Rizvi
AVP. MEL.

ANNEXURE A

DESCRIPTION OF THE SALE SHARES

S. NO.	NAME OF THE SHAREHOLDER	NUMBER OF EQUITY SHARES HELD	PERCENTAGE OF THE TOTAL PAID UP EQUITY CAPITAL
1.	PFC Consulting Limited	9400	94%
2.	Shri Rakesh Mohan*	100	1%
3.	Shri Neeraj Singh*	100	1%
4.	Shri Sanjay Kumar Nayak*	100	1%
5.	Shri Sachin Shukla*	100	1%
6.	Shri Naveen Kumar*	100	1%
7.	Shri Anubhav Kansal*	100	1%
	Total		**100%**

* Nominee of PFC Consulting Limited

PFC CONSULTING LIMITED NEW DELHI

PFCCL

LATUR REZ TRANSMISSION LTD. NEW DELHI

LRTL

MONTECARLO ENERGY LIMITED

MEL

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

ESTABLISHMENT OF 400/220/132 kV AIS LATUR

BETWEEN

STATE TRANSMISSION UTILITY, MAHARASHTRA

(NODAL AGENCY)

AND

LATUR REZ TRANSMISSION LIMITED

September 28, 2026

भारतीय गैर न्यायिक

भारत INDIA

500

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2025 ©

ET 162592

उप कोषागार कार्यालय भिवंडी

- 8 SEP 2026

उप कोषागार अधिकारी भिवंडी

This forms part and parcel of the Transmission Services Agreement signed on the 28th day of September 2026 between the MAHARASHTRA STATE TRANSMISSION UTILITY (MSTU), 4th Floor, Prakashganga, Plot No. C – 19, E-Block, Bandra – Kurla Complex, Bandra (East), Mumbai – 400051 and LATUR REZ TRANSMISSION LIMITED, incorporated under the Companies Act, 2013, having its registered office at 1st Floor, Urjanjidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001

LATUR REZ TRANSMISSION LIMITED NEW DELHI

MSETCL

जोड पत्र-२

दस्तांचा प्रकार / अनुच्छेद क्रमांक .....

करणी करणार आहेत का .....

बाबत अक्षत्यास दुय्यम निबंधक कार्यालयाचे नाव .....

दस्तातील वर्णन .....

दस्ताचा रक्कम .....

इतर विक्रेत घेणाऱ्याचे नाव व पत्ता ..... जोधपुर रिज ट्रान्समिशन लिमिटेड, न्यू दिल्ली

इतर पक्षकाराचे नाव .....

दस्ते असल्यास त्याचे नांव व पत्ता ..... किरण जावरे, अन्यया जायपाल, भिवंडी

दस्तांक शुल्क रक्कम ५०००/-

मुद्रांक विक्री नोंदवही अनुक्रमांक: ६०२७ दिनांक: 24 SEP 2026

मुद्रांक विकत घेणाऱ्याची/हस्ते सही .....

मुद्रांक विक्रेत्याची सही ..... Receipt

मुद्रांक विक्रेत्याची नांव, ठिकाण / पत्ता ..... राजश्री आर. जगताप
११३, कुंभार आळी, भिवंडी, जि. ठाणे.

मुद्रांक विक्रेत्याची परवाना क्रमांक १२०३०२४

या कारणा साठी ज्यांनी मुद्रांक खरेदी केली त्यांनी त्याच कारणासाठे मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

ESTABLISHMENT OF 400/220/132 kV AIS LATUR

BETWEEN

STATE TRANSMISSION UTILITY, MAHARASHTRA
(NODAL AGENCY)

AND

LATUR REZ TRANSMISSION LIMITED

September 28, 2026

LATUR REZ TRANSMISSION LIMITED NEW DELHI

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LATUR REZ TRANSMISSION LIMITED NEW DELHI

THIS TRANSMISISON SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the twenty-eighth day of September, Two Thousand and Twenty-Six

BETWEEN:

The **STATE TRANSMISSION UTILITY, MAHARASHTRA,** 4th Floor, Prakashganga, Plot No.C-19, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 acting as a Nodal Agency (referred to as the "Nodal Agency"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

LATUR REZ TRANSMISSION LIMITED incorporated under the Companies Act, 1956/ Companies Act, 2013 (as the case may be), having its registered office at 1st Floor, Urjanjidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001 (herein after referred to as "Transmission Service Provider" or "TSP" or " Licensee", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

("Nodal Agency" and "TSP" are individually referred to as "Party" and collectively as the "Parties")

AND WHEREAS:

A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in Schedule 1 (hereinafter referred to as the Project)

B) Pursuant to the said e-reverse bidding process, the BPC has identified the Successful Bidder, who will be responsible to set up the Project on build, own, operate and transfer basis to provide Transmission Service in accordance with the terms of this Agreement and the Transmission License.

C) The Selected Bidder have submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of **LATUR 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 State Commission for setting up the Project on build, own, operate and transfer basis.

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E) The TSP has further agreed to make an application to the State Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.

F) The TSP has agreed to execute the agreement(s) required, if any, under MERC MYT Regulations within fifteen (15) days from the date of grant of Transmission License from the State Commission.

G) The TSP agrees to the terms and conditions laid down under MERC MYT Regulations, for making available the intra-state Transmission System and charge the Transmission Charges in accordance with the terms and conditions of MERC MYT Regulations.

H) The billing, collection and disbursement of the Transmission Charges by the MSTU to the Licensee shall be governed as per MERC MYT Regulations.

I) The terms and conditions stipulated in the Transmission License issued by the State Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the Transmission License terms & conditions and the conditions of this Agreement, the conditions stipulated in the Transmission License granted by the State Commission shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE: 1

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

1.1.1 The words / expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued / framed by the State Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which it shall bear its ordinary English meaning.

The words/expressions when used in this Agreement shall have the respective meanings as specified below:

"Acquisition Price" shall have the same meaning as defined in the Share Purchase Agreement;

"Act" or **"Electricity Act"** or **"Electricity Act 2003"** shall mean the Electricity Act, 2003 and any amendments made to the same or any succeeding enactment thereof;

"Affiliate" shall mean a company that either directly or indirectly

i. controls or

ii. is controlled by or

iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and **"control"** means ownership by one entity of at least twenty six percent (26%) of the voting rights of the other entity;

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Annexure –VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, attached herewith in Schedule 6;

"Bid" shall mean technical bid and financial bid submitted by the Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP;

"Bid Deadline" shall mean the last date and time for submission of the Bid in response to RFP, as specified in the RFP;

"Bidding Company" shall refer to such single company that has made a Response to RFP for the Project;

"Bidding Consortium / Consortium" shall refer to a group of companies that has collectively made a Response to RFP for the Project;

"Bid Documents" or **"Bidding Documents"** shall mean the RFP, along with all attachments thereto or clarifications thereof;

"Bidding Guidelines" shall mean the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under Section – 63 of the Electricity Act as amended from time to time;

"Bid Process Coordinator" or **"BPC"** shall mean a person or its authorized representative as notified by the Government of Maharashtra, responsible for carrying out the process for selection of Bidder who will acquire Transmission Service Provider.

"Bill" shall mean any bill raised by the MSTU on the LTTUs to recover the Transmission Charges pursuant to the MERC MYT Regulations.

"Business Day" shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the Nodal Agency's registered office is located and the concerned TSP are located;

"CEA" shall mean the Central Electricity Authority constituted under Section -70 of the Electricity Act;

"Change in law" shall have the meaning ascribed thereto in Article 12;

"Commercial Operation Date" or **"COD"** shall mean the date as per Article 6.2;

"Central Commission" or **"CERC"** shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, 2003 or its successors and assigns;

"Competent Court of Law" shall mean the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to the Project;

"Connection Agreement" shall mean the agreement between the MSTU or CTU or any other concerned parties and the TSP, setting out the terms relating to the

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connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System/ Intra State Transmission System (as the case may be) as per the provisions of the IEGC/State Grid Code, as the case may be;

"Consultation Period" shall mean the period of sixty (60) days or such longer period as the Parties may agree, commencing from the date of issue of a TSP's Preliminary Notice or a Nodal Agency's Preliminary Termination Notice, as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;

"Consents, Clearances and Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the development, execution and operation of Project including without any limitation for the construction, ownership, operation and maintenance of the Transmission Lines and/or sub-stations;

"Construction Period" shall mean the period from (and including) the Effective Date of the Transmission Service Agreement up to (but not including) the COD of the Element of the Project in relation to an Element and up to (but not including) the COD of the Project in relation to the Project;

"Contractors" shall mean the engineering, procurement, construction, operation & maintenance contractors, surveyors, advisors, consultants, designers, suppliers to the TSP and each of their respective sub-contractors (and each of their respective successors and permitted assigns) in their respective capacities as such;

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, or insurance surety bond or Payment on Order Instrument submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8 (for bank guarantee) or Schedule-8A (for insurance surety bond issued by any of the insurance companies authorized by Insurance Regulatory and Development Authority of India), or Schedule-8B (for Payment on Order Instrument issued by PFC/REC/IREDA) in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee or insurance surety bond or Payment on Order Instrument furnished by the TSP under this Agreement;

"Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning on the COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and

ending on March 31 provided that the last Contract Year shall end on the last day of the term of the TSA;

"CTU" or **"Central Transmission Utility"** shall have same meaning as defined in the Electricity Act, 2003;

"Day" shall mean a day starting at 0000 hours and ending at 2400 hours;

"D/C" shall mean Double Circuit;

"Dispute" shall mean any dispute or difference of any kind between the Parties, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16;

"Effective Date" for the purposes of this Agreement, shall have the same meaning as per Article 2.1 of this Agreement;

"Electrical Inspector" shall mean a person appointed as such by the Government under sub-section (1) of Section 162 of the Electricity Act 2003 and also includes Chief Electrical Inspector;

"Electricity Rules 2005" shall mean the rules framed pursuant to the Electricity Act 2003 and as amended from time to time;

"Element" shall mean each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of Sub-station or switching station or HVDC terminal or inverter station of the Project, including ICTs, Reactors, SVC, FSC, etc. forming part of the Intra-State Transmission System, which will be owned, operated and maintained by the concerned Licensee, and which has a separate Scheduled COD as per Schedule 2 of this Agreement and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 5 of this Agreement;

"Event of Default" shall mean the events as defined in Article 13 of this Agreement;

"Expiry Date" shall be the date which is thirty five (35) years from the COD of the Project;

"Financial Closure" shall mean the first Business Day on which funds are made available to the TSP pursuant to the Financing Agreements;

"Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in the RFP;

"Financing Agreements" shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Long Term Transmission System Users / Nodal Agency;

"Financial Year" shall mean a period of twelve months at midnight Indian Standard Time (IST) between 1st April & 31st March;

"Force Majeure" and **"Force Majeure Event"** shall have the meaning assigned thereto in Article 11;

"GOI" shall mean Government of India;

"Grid Code" / "IEGC" shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act;

"Independent Engineer" shall mean an agency/ company, appointed by Nodal Agency in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects.

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or CERC or MERC or tribunal or judicial or quasi-judicial body in India but excluding the CTU, MSTU, TSP and the LTTUs;

"Insurances" shall mean the insurance cover to be obtained and maintained by the TSP in accordance with Article 9 of this Agreement;

"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU/ MSTU / ISTS Licensee's / LTTU's substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipment's not forming part of the Project;

"Licensee" shall be the TSP under this Agreement, consequent to having been awarded a Transmission License by the MERC and shall be referred to as the TSP or the Licensee, as the context may require in this Agreement;

"Law" or "Laws" in relation to this Agreement, shall mean all laws including electricity laws in force in India and any statute, ordinance, rule, regulation,

notification, order or code, or any interpretation of any of them by an Indian Governmental Instrumentality having force of law and shall include all rules, regulations, decisions and orders of the State Commission;

"Lead Member of the Bidding Consortium" or "Lead Member" shall mean a company who commits at least 26% equity stake in the Project, meets the technical requirement as specified in the RFP and so designated by other Member(s) in Bidding Consortium;

"Lenders" means the banks, financial institutions, multilateral funding agencies, non-banking financial companies registered with the Reserve Bank of India (RBI), insurance companies registered with the Insurance Regulatory & Development Authority (IRDA), pension funds regulated by the Pension Fund Regulatory & Development Authority (PFRDA),mutual funds registered with Securities & Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the Project to provide the TSP with the debt financing described in the capital structure schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the TSP of its obligations to the Nodal Agency under this Agreement in any manner and shall also does not lead to an increase in the liability of the Nodal Agency;

"Lenders Representative" shall mean the person notified by the Lender(s) in writing as being the representative of the Lender(s) or the Security Trustee and such person may from time to time be replaced by the Lender(s) pursuant to the Financing Agreements by written notice to the TSP;

"Letter of Intent" or **"LOI"** shall have the same meaning as in the RFP;

"Long Term Transmission System User" or **"LTTSU"** shall have the meaning as described in Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 as amended from time to time.

"Member in a Bidding Consortium / Member" shall mean each company in the Bidding Consortium;

"MERC MYT Regulations" shall mean Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024, as amended from time to time;

"Month" shall mean a period of thirty (30) days from (and excluding) the date of the event;

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified in Schedule 5 of this Agreement multiplied by no. of days in the relevant month and divided by no. of days in the year;

"National Load Despatch Centre" shall mean the centre established as per sub-section (1) of Section 26 of the Electricity Act 2003;

"Nodal Agency" shall mean Maharashtra State Transmission Utility (MSTU), which shall execute and implement the Transmission Service Agreement (TSA);

"Notification" shall mean any notification, issued in the Gazette of India/ Govt of Maharashtra;

"Operating Period" for any Element of the Project shall mean the period from (and including) the COD of such Element of the Project, up to (and including) the Expiry Date and for the Project, shall mean the period from (and including) the COD of the Project, up to (and including) the Expiry Date;

"Parent Company" shall mean an entity that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidding Company or in the Member in a Bidding Consortium, as the case may be;

"Payment on Order Instrument" shall mean Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP), to pay in case situation of default of Transmission Service Provider (TSP) in terms of tender conditions/Power Purchase Agreement (PPA) arises. Such Letter (s) will have same effect as that of a Bank Guarantee issued by any public any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Nodal Agency on demand within stipulated time. TSPs can seek such Letter(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC). Nodal Agency shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.

"Preliminary Termination Notice" shall mean a Nodal Agency's Preliminary Termination Notice as defined in Article 13 of this Agreement;

LATUR REZ TRANSMISSION LIMITED NEW DELHI

"Project" shall mean **"Establishment of 400/220/132 kV AIS Latur"**, as detailed in Schedule 1 of this Agreement;

"Project Assets" shall mean all physical and other assets relating to and forming part of the Project including:

(a) rights over the Site for substations, ROW for transmission lines;

(b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;

(c) project facilities situated on the Site;

(d) all rights of the TSP under the project agreements;

(e) financial assets, such as receivables, security deposits etc;

(f) insurance proceeds; and

(g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

"Project Execution Plan" shall mean the plan referred to in Article 3.1.3(c) hereof;

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of the Project and which practices, methods and standards shall be adjusted as necessary, to take account of:

(i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,
(ii) the requirements of Law, and
(iii) the physical conditions at the Site;
(iv) the safety of operating personnel and human beings;

"Rated Voltage" shall mean voltage at which the Transmission System is designed to operate or such lower voltage at which the line is charged, for the time being, in consultation with the State Transmission Utility;

"Rebate" shall have the meaning as ascribed to in Article 10.3 of this Agreement;

"RFP" shall mean Request For Proposal dated **04.11.2025** along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for

tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

"RFP Project Documents" shall mean the following documents to be entered into in respect of the Project, by the Parties to the respective agreements:

a. Transmission Service Agreement,
b. Share Purchase Agreement,
c. Agreement(s) required under MERC MYT Regulations and
d. Any other agreement as may be required;

"RLDC" shall mean the relevant Regional Load Dispatch Centre as defined in the Electricity Act, 2003, in the region(s) in which the Project is located;

"RPC" shall mean the relevant Regional Power Committee established by the Government of India for the specific Region(s) in accordance with the Electricity Act, 2003 for facilitating integrated operation of the Power System in that Region;

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 2 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 2 as against such Project, subject to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties;

"Scheduled Outage" shall mean the final outage plan as approved by the RPC as per the provisions of the Grid Code;

"Selected Bid" shall mean the technical Bid and the Final Offer of the Selected Bidder submitted during e-reverse bidding, which shall be downloaded and attached in Schedule 7 on or prior to the Effective Date;

"Share Purchase Agreement" shall mean the agreement amongst **PFC Consulting Limited (PFCCL)**, SPV **[LATUR REZ TRANSMISSION LIMITED]** and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the SPV **[LATUR 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" or "Maharashtra SLDC" shall mean the Maharashtra State Load Despatch Centre established as per sub-section (1) of Section 31 of the Electricity Act 2003;

"State Commission" or **"MERC"** shall mean the Maharashtra Electricity Regulatory Commission referred to in sub-section (1) of section 82 of the Electricity Act, 2003 or its successors and assigns;

"Maharashtra State Transmission Utility (MSTU)" or **"State Transmission Utility"** shall be the Board or the Government company, specified as such by the State Government under sub-section (1) of Section 39 of the Electricity Act 2003;

"State Government" shall mean the Government of Maharashtra;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to the RFP and who has to acquire one hundred percent (100%) equity shares of **LATUR 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;

"Technically Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in RFP;

"Termination Notice" shall mean a Nodal Agency's Termination Notice given by the Nodal Agency to the TSP pursuant to the provisions of Articles 3.3.2, 3.3.4, 4.4.2, 5.8, 13.2 and 13.3 of this Agreement for the termination of this Agreement;

"Term of Agreement" for the purposes of this Agreement shall have the meaning ascribed thereto in Article 2.2 of this Agreement;

"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the State Commission, payable to the TSP as per MERC MYT Regulations;

"Transmission License" shall mean the license granted by the MERC in terms of the relevant regulations for grant of such license issued under the Electricity Act;

"Transmission Service" shall mean making the Project available as per the terms and conditions of this Agreement and MERC MYT Regulations;

"Unscheduled Outage" shall mean an interruption resulting in reduction of the Availability of the Element(s) / Project (as the case may be) that is not a result of a Scheduled Outage or a Force Majeure Event.

"Ultimate Parent Company" shall mean an entity which owns at least twenty six percent (26%) equity in the Bidding Company or Member of a Consortium, (as the case may be) and in the Technically Evaluated Entity and / or Financially Evaluated Entity (as the case may be) and such Bidding Company or Member of a Consortium, (as the case may be) and the Technically Evaluated Entity and / or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such entity;

1.2 Interpretation:

Save where the contrary is indicated, any reference in this Agreement to:

"Agreement" shall be construed as including a reference to its Schedules, Appendices and Annexures;

"Rupee", "Rupees" and **"Rs."** shall denote lawful currency of India;

"crore" shall mean a reference to ten million (10,000,000) and a **"lakh"** shall mean a reference to one tenth of a million (1,00,000);

"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

"holding company" of a company or corporation shall be construed as a reference to any company or corporation of which the other company or corporation is a subsidiary;

"indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

"person" shall have the meaning as defined in Section 2 (49) of the Act;

"subsidiary" of a company or corporation (the holding company) shall be construed as a reference to any company or corporation:

(i) which is controlled, directly or indirectly, by the holding company, or

(ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

(iii) which is a subsidiary of another subsidiary of the holding company,

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for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"winding-up", **"dissolution"**, **"insolvency"**, or **"reorganization"** in the context of a company or corporation shall have the same meaning as defined in the Companies Act, 1956/ Companies Act, 2013 (as the case may be).

1.2.1 Words importing the singular shall include the plural and vice versa.

1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.

1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.

1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.

1.2.9 The contents of Schedule 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 hereof.

ARTICLE: 2

2. EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

This Agreement shall be effective from later of the dates of the following events:

a. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement; and

b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of **PFC Consulting Limited** in **SPV [LATUR 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 MSTU or its successors or an agency as decided by the Government of Maharashtra at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which MSTU or its successors or an agency as decided by the Government of Maharashtra shall be entitled to take over the Project Assets Suo moto.

2.2.3 This Agreement shall terminate before the Expiry Date in accordance with Article 13 or Article 3.3.2 or Article 3.3.4.

2.3 Conditions prior to the expiry of the Transmission License

In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the State Commission at least two (2) years before the date of expiry of the Transmission License, seeking the State Commission's approval for the extension of the term of the Transmission License up to the Expiry Date.

2.3.1 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Nodal Agency fully informed about the progress on its application for extension of the term of the Transmission License.

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations/ roles and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it

effect the survival of any continuing obligations/ roles for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Articles 3.3.3, 3.3.5, Article 9.3 (Application of Insurance Proceeds), Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability & Indemnification), Article 16 (Governing Law & Dispute Resolution), Article 19 (Miscellaneous).

2.5 Applicability of the provisions of this Agreement

2.5.1 For the purpose of Availability, Target Availability and the computation of Availability, Incentive, Penalty, the provisions provided in this Agreement shall apply and any future modifications in the relevant Rules and Regulations shall not be applicable for this Project.

2.5.2 For the purposes of this Agreement for Intra-State Transmission systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the Licensee) of this agreement shall supersede the corresponding provisions under MERC MYT Regulations.





ARTICLE: 3

3. CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the TSP

3.1.1 Within ten (10) days from the date of issue of Letter of Intent, the Selected Bidder, shall:

a. Provide the Contract Performance Guarantee, and

b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of **LATUR REZ TRANSMISSION LIMITED** from **PFC Consulting Limited**, who shall sell to the Selected Bidder, the equity shareholding of **LATUR 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 **LATUR REZ TRANSMISSION LIMITED** by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act.

The Selected Bidder, on behalf of the TSP, will provide to the **STATE TRANSMISSION UTILITY,MAHARASHTRA** (being the Nodal Agency) the Contract Performance Guarantee for an amount of **Rs. 29.12 Crore (Rupees Twenty Nine Crore Twelve Lakh Only).**

3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.

3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), unless such completion is affected due to any Force Majeure Event, or if any of the activities is specifically waived in writing by the Nodal Agency:

a. To obtain the Transmission License for the Project from the State Commission;

b. To obtain the order for adoption of Transmission Charges by the State Commission, as required under Section 63 of the Electricity Act 2003;

c. To submit to the Nodal Agency & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Independent Engineer & Nodal Agency in the same time period. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 2 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing and commissioning to commercial operation;

d. To submit to the Nodal Agency & Independent Engineer a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;

e. To submit to the Nodal Agency & Independent Engineer detailed specifications of conductor meeting the functional specifications specified in RFP;

f. To achieve Financial Closure;

g. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents;

h. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and shall have given to such Contractor an irrevocable notice to proceed; and

i. To sign the Agreement(s) required, if any, under MERC MYT Regulations.

3.2 Recognition of Lenders' Rights by the Nodal Agency

3.2.1 The Nodal Agency hereby accepts and acknowledges the rights provided to the Lenders as per Article 15.3 of this Agreement and all other RFP Project Documents.

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to **STATE TRANSMISSION UTILITY,MAHARASHTRA (being the Nodal Agency)** additional Contract Performance Guarantee of **Rs. 2.91 Crore (Rupees Two**

Crore Ninety one Lakh Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to **STATE TRANSMISSION UTILITY, MAHARASHTRA (being the Nodal Agency)** in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. **STATE TRANSMISSION UTILITY, MAHARASHTRA (being the Nodal Agency)** shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

(i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof; or

(ii) the TSP furnishes additional Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

the Nodal Agency shall have the right to terminate this Agreement, by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of **Rs. 29.12 Crore (Rupees Twenty Nine Crore Twelve Lakh Only)** as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.

It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.

3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall

lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Nodal Agency may take steps to bid out the Project again.

3.3.6 The Nodal agency, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA.

3.4 Progress Reports

The TSP shall notify the Nodal Agency in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3.

ARTICLE: 4

4. DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

Subject to the terms and conditions of this Agreement, the TSP at its own cost and expense shall observe, comply with, perform, undertake and be responsible:

a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;

b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:

i. the Electricity Act and the Rules made thereof;

ii. the Grid Code;

iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:

- the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
- Central Electricity Authority (Grid Standard) Regulations, 2010;
- Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
- Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.

iv. Safety/ security Guidelines laid down by the Central and State Government;

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v. Prudent Utility Practices, relevant Indian Standards and the Law;

not later than the Scheduled COD as per Schedule 2 of this Agreement;

c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.

d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;

e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;

f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;

g. to provide to the Nodal Agency, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable the Nodal Agency to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities;

h. to comply with Ministry of Power Orders No. P-45021/2/2017-PP (BE-II)- Part (4) Vol.II dated 19.07.2024 as well as other Guidelines issued by Govt. of India pertaining to this;

i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. P45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

Also, to comply with Department of Expenditure, Ministry of Finance vide OM No. F.7/10/2021-PPD (1) dated 23.02.2023, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

j. to submit to Nodal Agency information in the prescribed format [To be devised by Nodal Agency] for ensuring compliance to Article 4.1 i) above.

k. to comply with all its obligations undertaken in this Agreement.

4.2 Roles of the Nodal Agency in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, the Nodal Agency shall be the holder and administrator of this Agreement and shall inter alia:

a. appoint an Independent Engineer within 90 days of the Effective Date

b. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;

c. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and

d. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc

e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and

f. perform any other responsibility (ies) as specified in this Agreement.

4.3 Time for Commencement and Completion:

a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;

b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

4.4.1 In the event that the TSP is unable to perform its obligations for the reasons solely attributable to the Nodal Agency, the Scheduled COD shall be extended, by a 'day to day' basis, subject to the provisions of Article 13.

4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article 11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. Alternatively, if deemed necessary, the Nodal Agency may terminate the Agreement as per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5 Metering Arrangements:

4.5.1 The TSP shall comply with all the provisions of the IEGC/Grid Code and the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time, with regard to the metering arrangements for the Project. The TSP shall fully cooperate with the CTU/MSTU/RLDC/SLDC and extend all necessary assistance in taking meter readings.

4.6 Interconnection Facilities:

4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for connecting the Project with the interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Nodal Agency shall be responsible for coordinating to make available the Interconnection Facilities.

4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.

ARTICLE: 5

5. CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, testing and commissioning each Element of the Project by the Scheduled COD in accordance with the Regulations and other applicable Laws specified in Article 4.1 of this Agreement.

5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).

5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits related but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and shall furnish to the Nodal Agency such copy/ies of each Consents, Clearances and Permits, on demand. Nodal Agency shall provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project.

5.1.4 The TSP shall be responsible for:

a) Acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) in the scope of TSP:

- For Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by BPC in their survey report.
- For Load Serving Substation within the scope of TSP shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report.
- For an Intermediate Substation shall not be beyond 10 Km radius of the location proposed by the BPC in their Survey Report.

b) final selection of Site including its geo-technical investigation

c) Survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;

d) Seeking access to the Site and other places where the Project is being executed, at its own risk and costs, including payment of any crop, tree compensation or any other compensation as may be required.

5.1.5 In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP and no changes would be allowed in the Transmission Charges on account of any variation in the resettlement and rehabilitation cost. The TSP shall provide assistance on best endeavour basis, in implementation of the resettlement and rehabilitation package, if execution of such package is in the interest of expeditious implementation of the Project and is beneficial to the Project affected persons.

5.2 Appointing Contractors:

5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.

5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make the Nodal Agency liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the Nodal Agency & Independent Engineer, on a monthly basis, progress reports along with likely completion date of each Element with regard to the Project and its execution (in accordance with prescribed form). The Nodal Agency shall monitor the development of the Project for its timely completion for improving and augmenting the electricity system as a part of its statutory responsibility.

5.4 Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanship using sound engineering and construction practices, and using only materials and equipment that are new and manufactured as per the MQP and following approved FQP for erection, testing & commissioning and complying with Indian /International Standards such that, the useful life of the Project will be at least thirty five (35) years from the COD of the Project.

The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus

ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed.

5.5 Progress Monitoring & Quality Assurance:

5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 c) shall comprise of detailed schedule of all the equipment/items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.

5.5.2 Nodal Agency & Independent Engineer shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.

5.5.3 Independent Engineer shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.

5.5.4 The Independent Engineer shall monitor the following during construction of the Project:

a) Quality of equipment, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipment, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.

b) Progress in the activities specified in Condition Subsequent

c) Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements

d) Progress of construction of substation and Transmission Lines

5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the progress, Nodal

Agency shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement

The TSP shall retain at the Site and make available for inspection at all reasonable times, copies of the Consents, Clearances and Permits, construction drawings and other documents related to construction.

5.7 Supervision of work:

The TSP shall provide all necessary superintendence for execution of the Project and its supervisory personnel shall be available to provide full-time superintendence for execution of the Project. The TSP shall provide skilled personnel who are experienced in their respective fields.

5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or the Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or the Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the Nodal Agency, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

ARTICLE: 6

6. CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

6.1.1 The TSP shall give the Maharashtra SLDC/RLDC/ MSTU/CTU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency.

6.1.2 The Maharashtra SLDC/RLDC/MSTU/CTU (as the case may be), for reasonable cause, including non-availability of Interconnection Facilities as per Article 4.2, can defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1, if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of thirty (30) days. Further, the Scheduled COD would be extended as required, for all such deferments on "day to day" basis.

6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:

a. it has been completed in accordance with this Agreement and the Connection Agreement;

b. it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and all other Indian legal requirements, and

c. The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.

d. It has satisfactorily met all the testing requirements as per Articles 6.1.4.

6.1.4 Site Acceptance Test (SAT)/ pre-commissioning tests of all major substation equipment, component, system, facilities shall be successfully carried out before commissioning. The Type tests, FAT and SAT reports should be available at the substation / terminal station of HVDC installations for ready reference of operation and maintenance staff and has to be made available to the Independent Engineer

appointed for quality monitoring or their authorised representatives, as and when they wish to examine the same.

6.2 Commercial Operation:

6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2.

Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared to have achieved their respective COD.

6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, TSP shall be eligible for the Monthly Transmission Charges applicable for such Element.

6.3 Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Nodal Agency)

6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s) of the Project, where such date is not before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency has continued for a period of more than three (3) continuous or non-continuous Months, the TSP shall, until the effects of the Direct Non Natural Force Majeure Event or of Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency no longer prevent the TSP from connecting the Element(s) of the Project, be deemed to have achieved COD relevant to that date and to this extent, be deemed to have been providing Transmission Service with effect from the date notified, and shall be treated as follows:

a. In case of delay due to Direct Non Natural Force Majeure Event, TSP is entitled for Transmission Charges calculated on Target Availability for the period of such events in excess of three (3) continuous or non-continuous

Months in the manner provided in (c) below.

b. In case of delay due to Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, TSP is entitled for payment for debt service which is due under the Financing Agreements, subject to a maximum of Transmission Charges calculated on Target Availability, for the period of such events in excess of three (3) continuous or non-continuous Months in the manner provided in (c) below.

c. In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, the TSP is entitled for payments mentioned in (a) and (b) above, after commencement of Transmission Service, in the form of an increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Nodal Agency from the TSP.

Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per MERC MYT Regulations.

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not as penalty, without prejudice to any rights of the Nodal Agency under the Agreement.

6.4.2 The TSP's maximum liability under this Article 6.4 shall be limited to the amount of liquidated damages calculated in accordance with Article 6.4.1 for and up to six (6) months of delay for the Element or the Project.

Provided that, in case of failure of the TSP to achieve COD of the Element of the Project even after the expiry of six (6) months from its Scheduled COD, the provisions of Article 13 shall apply.

6.4.3 The TSP shall make payment to the Nodal Agency of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of the earlier of:

a. the date on which the applicable Element achieves COD; or

b. the date of termination of this Agreement.

The payment of such damages shall not relieve the TSP from its obligations to complete the Project or from any other obligation and liabilities under the Agreement.

6.4.4 If the TSP fails to pay the amount of liquidated damages to the Nodal Agency within the said period of ten (10) days, the Nodal Agency shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Nodal Agency under this Article 6.3 and the TSP fails to make payment of the balance amount of the liquidated damages not covered by the Contract Performance Guarantee, then such balance amount shall be deducted from the Transmission Charges payable to the TSP. The right of the Nodal Agency to encash the Contract Performance Guarantee is without prejudice to the other rights of the Nodal Agency under this Agreement.

6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency shall release the Contract Performance

Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of **Rs. 29.12 Crore (Rupees Twenty Nine Crore Twelve Lakh Only)**, or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.

6.5.2 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Nodal Agency under this Agreement.

ARTICLE: 7

7. OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the State Commission and CEA from time to time and provisions of the Act.

ARTICLE: 8

8. AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Triff) Regulations, 2024, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be **98%.**

Payment of monthly Transmission charges based on actual availability will be calculated as per para 1.2 of Schedule 4 of this Agreement.

If the availability of any Element or the Project is below the Target Availability, for six consecutive months in a Contract Year the Nodal Agency may issue a show cause notice to the TSP, asking them to show cause as to why the Transmission Service Agreement be not terminated, and if no satisfactory cause is shown it may terminate the Agreement. If the Nodal Agency is of the opinion that the transmission system is of critical importance, it may carry out or cause to carry the operation and maintenance of transmission system at the risk and cost of TSP.

ARTICLE: 9

9. INSURANCES

9.1 Insurance:

9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, adequate Insurances against such risks, with such deductibles including but not limited to any third party liability and endorsements and co-beneficiary/insured, as may be necessary under

a. any of the Financing Agreements,

b. the Laws, and

c. in accordance with Prudent Utility Practices.

The Insurances shall be taken effective from a date prior to the date of the Financial Closure till the Expiry Date.

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek from the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

9.3.1 Save as expressly provided in this Agreement, the policies of Insurances and the Financing Agreements, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

9.3.2 If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, the portion of the proceeds of such Insurance available to the TSP (after making admissible payments to the Lenders as per the Financing Agreements) shall be allocated only to the TSP. Nodal Agency and / or concerned LTTUs shall have no claim on such proceeds of the Insurance.

9.3.3 Subject to the requirements of the Lenders under the Financing Agreements, any dispute or difference between the Parties as to whether the Project is no longer economically and technically viable due to a Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

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9.4 Effect on liability of the Nodal Agency / Long Term Transmission System User

9.4.1 The Nodal Agency and / or the LTTUs shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

ARTICLE: 10

10. BILLING AND PAYMENT OF TRANSMISSION CHARGES

10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of the MERC MYT Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.

10.3 Rebate & Late Payment Surcharge:

The rebate and late payment surcharge shall be governed as per MERC MYT Regulations.

10.4 Disputed Bills, Default in payment by the Long Term Transmission System User & Annual Reconciliation:

Any Disputed Bill, Default in payment by the LTTUs & Annual Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra.

ARTICLE: 11

11. FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.

11.2.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter;

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

a) Natural Force Majeure Events:

i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and

ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

b) Non-Natural Force Majeure Events:

i. Direct Non–Natural Force Majeure Events

- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or
- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected

Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or

- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or

- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

(a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;
(b) Delay in the performance of any Contractors or their agents;
(c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;
(d) Strikes or labour disturbance at the facilities of the Affected Party;
(e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and
(f) Non-performance caused by, or connected with, the Affected Party's:
   i. negligent or intentional acts, errors or omissions;
   ii. failure to comply with an Indian Law; or

iii. breach of, or default under this Agreement or any Project Documents.

(g) Any error or omission in the survey report provided by BPC during the bidding process.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that, such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations/ roles under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to perform and duty to mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations/ roles as provided in this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

(a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;

(b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.

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(c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per **Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024** as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per **Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024,** then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

(d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Nodal Agency may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Nodal Agency's personnel with access to the Project to carry out such inspections.

(e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

ARTICLE: 12

12. CHANGE IN LAW

12.1 Change in Law

12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the Commission, under which the Transmission License for the Project was granted if made applicable by such Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

a) Taxes on corporate income; and

b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Nodal Agency documentary proof of such increase / decrease in cost of the Project / revenue for establishing the impact of such Change in Law.

In cases where Change in Law results in decrease of cost and it comes to the notice of Nodal Agency that TSP has not informed Nodal Agency about such decrease in cost, Nodal Agency may initiate appropriate claim.

12.3 Notification of Change in Law:

12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.

12.3.2 The TSP shall also be obliged to serve a notice to the Nodal Agency even when it is beneficially affected by a Change in Law.

12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its estimated impact on the TSP.

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Bills to be raised by the Nodal Agency after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

ARTICLE: 13

13. EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

The occurrence and continuation of any of the following events shall constitute a TSP Event of Default, unless any such TSP Event of Default occurs as a result of any non-fulfilment of its obligations as prescribed under this Agreement by the Nodal Agency or a Force Majeure Event:

a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Nodal Agency in this regard;

b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Nodal Agency as per provisions of this Agreement;

c. If the TSP:

i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

Except where such transfer is in pursuance of a Law and

- it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;

d. If:

i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such

proceedings remain uncontested for a period of thirty (30) days; or

ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or

iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the Commission as per the provisions of Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 or as amended from time to time; or

e. Failure on the part of the TSP to comply with the provisions of Article 19.1 of this Agreement; or

f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Nodal Agency in this regard; or

g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98% for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or

h. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the Selected Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company / Affiliates related to the minimum equity obligation; or

i. the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or

j. except for the reasons solely attributable to Nodal Agency, the TSP is in material breach of any of its obligations under this Agreement and

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such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Nodal Agency; or

k. the TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and / or fails to pay the requisite price to the parties and / or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.

13.2 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.

b. Following the issue of a Nodal Agency's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Nodal Agency.

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years.

13.3 Procedure for Nodal Agency's non-fulfilment of Role

a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Nodal Agency with a copy to the Lenders'

Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Nodal Agency.

b. Following the issue of a TSP's Preliminary Notice, the Consultation Period shall apply.

c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Nodal Agency including giving time extension to TSP, having regard to all the circumstances.

d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement.

13.4 Termination due to Force Majeure

13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.

13.4.2 In case of termination of this Agreement, the TSP shall provide to the Nodal Agency the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Nodal Agency within thirty (30) days of Termination Notice.

13.5 Termination or amendment due to non-requirement of any Element or Project during construction

13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP.

13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency

shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.

13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.

13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

13.6.1 The State Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the Licensee. Further, in such a case, the Agreement shall be deemed to have been terminated.

13.7 Termination Payment

13.7.1 If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets.

ARTICLE: 14

14. LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold the Nodal Agency harmless against:

(a) any and all third party claims, actions, suits or proceedings against the Nodal Agency for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of Nodal Agency; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Nodal Agency from third party claims arising by reason of:

i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of the Nodal Agency, or

ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 The Nodal Agency shall, in accordance with the Regulations framed by MERC in this regard indemnify, defend and hold the TSP harmless against:

(a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of any material breach by the Nodal Agency of any of their roles under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred

by the TSP from third party claims arising by reason of:

i. any material breach by the Nodal Agency of any of its roles under this Agreement (provided that, this Article 14 shall not apply to such breaches by the Nodal Agency, for which specific remedies have been provided for under this Agreement), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or

ii. any of the representations and warranties of the Nodal Agency under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

(a) The TSP shall, subject to the Nodal Agency's compliance with Article 14.2.1 (b), indemnify and hold harmless the Nodal Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Nodal Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, any infringement resulting from the misuse of the Project or any part thereof, or any products produced in association or combination with any other equipment, plant or materials not supplied by the TSP, pursuant to the Agreement.

(b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article 14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.

(c) If the TSP fails to notify the Nodal Agency within twenty-eight (28) days after receipt of such notice from the Nodal Agency under Article 14.2.1(b) above,

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that it intends to attend any such proceedings or claim, then the Nodal Agency shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Nodal Agency within the twenty eight (28) days period, the Nodal Agency shall make no admission that may be prejudicial to the defence of any such proceedings or claims.

(d) The Nodal Agency shall, at the TSP's request, afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.

14.2.2

(a) The Nodal Agency, in accordance with the Regulations framed by MERC in this regard, subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

(b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Nodal Agency a notice thereof, and the Nodal Agency shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Nodal Agency shall promptly notify the TSP of all actions taken in such proceedings or claims.

(c) If the Nodal Agency fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Nodal Agency. Unless the Nodal Agency has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

(d) The TSP shall, at the Nodal Agency request, afford all available assistance to the Nodal Agency in attending to such proceedings or claim, and shall be reimbursed by the Nodal Agency for all reasonable expenses incurred in so doing.

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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. 1.94 Crore (Rupees One Crore Ninety Four Lakh Only).**

14.4 Procedure for claiming indemnity

14.4.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Articles 14.1 or 14.2 the Indemnified Party shall promptly notify the Indemnifying Party of such claim, proceeding, action or suit referred to in Articles 14.1 or 14.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim, proceeding, action or suit. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if:

i. the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3 below; and

ii. the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.5 Limitation on Liability

14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Nodal

Agency nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Nodal Agency, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.5.2 The Nodal Agency shall have no recourse against any officer, director or shareholder of the TSP or any Affiliate of the TSP or any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of the Nodal Agency, or any Affiliate of the Nodal Agency or any of its officers, directors or shareholders for such claims excluded under this Article.

14.6 Duty to Mitigate

The party entitled to the benefit of an indemnity under this Article 14 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

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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:

i. the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements and agreed in writing to the provisions of this Agreement; and

ii. any encumbrance granted by the TSP in accordance with this Article 15.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the TSP to release from such encumbrances upon payment by the TSP to the Lenders of all amounts due under the Financing Agreements.

15.2.3 Article 15.2.1 does not apply to:

a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;

b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or

c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP developing and operating the Project.

15.3 Substitution Rights of the Lenders

15.3.1 The TSP would need to operate and maintain the Project under the provisions of this Agreement and cannot assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Nodal Agency.

15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 and as amended from time to time.

ARTICLE: 16

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Mumbai.

16.2 Amicable Settlement:

16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:

(i) a description of the Dispute;
(ii) the grounds for such Dispute; and
(iii) all written material in support of its claim.

16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:

(i) counter-claim and defences, if any, regarding the Dispute; and
(ii) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the State Commission.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the State Commission as provided in Article 16.3 and save as the State Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations/ roles (which are not in dispute) under this Agreement.

ARTICLE: 17

17. REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Nodal Agency

17.1.1 The Nodal Agency hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and authority to execute and consummate this Agreement;

b. This Agreement is enforceable against the Nodal Agency in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of Nodal Agency will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Nodal Agency is a Party or to which the Nodal Agency is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Nodal Agency as follows and acknowledges and confirms that the Nodal Agency is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against it, in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;

e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.

17.2.2 The TSP makes all the representations and warranties above to be valid as on the Effective Date of this Agreement.

ARTICLE: 18

18. INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

The Nodal Agency shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

18.2 Roles and functions of Independent Engineer

The role and functions of the Independent Engineer shall include the following:

a. Progress Monitoring as required under this Agreement;
b. Ensuring Quality as required under this Agreement;
c. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness during construction phase;
d. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation during construction phase;
e. determining, as required under the Agreement, the valuation of the Project Assets.
f. Assisting the Parties in resolution of Disputes and
g. Undertaking all other duties and functions in accordance with the Agreement.

18.3 Remuneration of Independent Engineer

The fee and charges of the Independent Engineer shall be paid by the Nodal Agency as per terms & conditions of appointment.

18.4 Termination of appointment

18.4.1 The Nodal Agency may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.

18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Nodal Agency and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Nodal Agency shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Nodal agency is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Nodal Agency shall appoint forthwith another Independent Engineer.

18.5 Authorized signatories

The Nodal Agency shall require the Independent Engineer to designate and notify to the Nodal Agency up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

ARTICLE: 19

19. MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

19.1.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of **LATUR 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 **LATUR 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 **LATUR 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 **LATUR 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 **LATUR REZ TRANSMISSION**

LIMITED, then holding of Selected Bidder A in **LATUR 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 **LATUR REZ TRANSMISSION LIMITED,** then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in **LATUR 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.

19.4 Affirmation

The TSP and the Nodal Agency, each affirm that:

1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the TSP and the Nodal Agency hereby undertake not to engage in any similar acts during the Term of Agreement.

19.5 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same Agreement.

19.7 Breach of Obligations/ Roles

The Parties acknowledge that a breach of any of the obligations/ roles contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting Party in each case specified under this Agreement

19.8 Restriction of Shareholders / Owners Liability

19.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

19.8.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

19.9 Taxes and Duties:

19.9.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.

19.9.2 The Nodal Agency shall be indemnified and held harmless by the TSP against any claims that may be made against the Nodal Agency in relation to the matters set out in Article 19.9.1.

19.9.3 The Nodal Agency shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Nodal Agency on behalf of TSP or its personnel, provided the TSP has consented in writing to the Nodal Agency for such work, for which consent shall not be unreasonably withheld.

19.10 No Consequential or Indirect Losses

The liability of the TSP shall be limited to that explicitly provided in this Agreement.

Provided that, notwithstanding anything contained in this Agreement, under no event shall the Nodal Agency or the TSP claim from one another any indirect or consequential losses or damages.

19.11 Discretion:

Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

19.12 Confidentiality

19.12.1 The Parties undertake to hold in confidence this Agreement and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

(a) to their professional advisors;
(b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
(c) disclosures required under Law,

without the prior written consent of the other Parties.

Provided that, the TSP agrees and acknowledges that the Nodal Agency, may, at any time, disclose the terms and conditions of the Agreement and the RFP Project Documents to any person, to the extent stipulated under the Law and the Competitive Bidding Guidelines.

19.13 Order of priority in application:

Save as provided in Article 2.5, in case of inconsistencies between the terms and conditions stipulated in Transmission License issued by the State Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement;
- Agreement(s), if any, under MERC MYT Regulations.

19.14 Independent Entity:

19.14.1 The TSP shall be an independent entity performing its obligations pursuant to the Agreement.

19.14.2 Subject to the provisions of the Agreement, the TSP shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the TSP or Contractors engaged by the TSP in connection with the performance of the Agreement shall be under the complete control of the TSP and shall not be deemed to be employees, representatives, Contractors of the Nodal Agency and nothing contained in the Agreement or in any agreement or contract awarded by the TSP shall be construed to create any contractual relationship between any such employees, representatives or Contractors and the Nodal Agency.

19.15 Amendments:

19.15.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

19.16 Waiver:

19.16.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

19.16.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

19.17 Relationship of the Parties:

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.18 Entirety:

19.18.1 This Agreement along with its sections, schedules and appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

19.18.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Nodal Agency by the TSP shall stand superseded and abrogated.

19.19 Notices:

19.19.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language

19.19.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address	: Montecarlo Energy Limited, Montecarlo House, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380058
Attention	: Taticherla Sai Ravi Kiran
Email	: bd@mclindia.com
Telephone No.	:

19.19.3 If to the Nodal Agency, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

(i) **MAHARASHTRA STATE TRANSMISSION UTILITY, (Nodal Agency)**

Address	: 4th Floor, Prakashganga, Plot No. C – 19, E-Block, BKC, Bandra (East), Mumbai – 400051
Attention	: Sh. Peeyush Sharma
Email	: cestu@mahatransco.in
Telephone No.	:

19.19.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

19.19.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

19.20 Fraudulent and Corrupt Practices

19.20.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Nodal Agency shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the Nodal Agency hereunder or subsistence otherwise.

19.20.2 Without prejudice to the rights of the Nodal Agency under Clause 19.20.1 hereinabove and the rights and remedies which the Nodal Agency may have under this Agreement, if a TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI) or after the execution of the agreement(s) required under MERC MYT Regulations, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

19.20.3 For the purposes of this Clause 19.20, the following terms shall have the meaning

hereinafter respectively assigned to them:

(a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the RFP Project Documents or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the RFP Project Documents, as the case may be, any person in respect of any matter relating to the Project or the LoI or the RFP Project Documents, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;

(b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

(c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

(d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

(e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

19.21 Compliance with Law:

Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

1. For and on behalf of TSP

Sai Ravi
(Tatichetla Sai Ravi Kiran)
Director.

[Signature, Name, Designation and Address]

2. For and on behalf of **STATE TRANSMISSION UTILITY, MAHARASHTRA (Nodal Agency)**

PEEYUSH.S.SHARMA
CE, MSTU, PRAKASHGANGA, BKC, MUMBAI

[Signature, Name, Designation and Address]

WITNESSES:

1. For and on behalf of

: **BPC**

[Signature]

BIBHUTI GIRI, DGM, PFCL.

[Insert, Name, Designation and Address of the Witness]

2. For and on behalf of

: **Nodal Agency**

28/1/26

[Signature]

PANKAJ P. KULKARNI, EE MSTU, MUMBAI.

[Insert Name, Designation and Address of the Witness]

SCHEDULES

Schedule: 1

Project Description and Scope of Project

A. Description of the Transmission Scheme

The project has been planned considering the total RE generation expected in Dharashiv and Latur district which is in the range of 1-2 GW. This will Facilitate the large scale RE projects power evacuation and also relieve the transmission constraint in the existing network which does not have any margin left.

The subject Transmission system was deliberated and approved in the 8th meeting of the Empowered Committee held on 08.07.2025 Government of Maharashtra vide Gazette notification dated 03.10.2025 has appointed PFCCL as BPC for implementation of the subject transmission scheme through TBCB route.

B. Detailed Scope of Work

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD from Effective Date**
1	**Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs** • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	24 months
2	**400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)** • 400 kV line bays at 400 kV Washi(Proposed)	
3	**220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)**	

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Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD from Effective Date**
	• 220 kV line bays at 220 kV Harangul(Existing)	
4	**220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)** • 220 kV line bays at 220 kV Murud (Existing)	
5	**220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)** • 220 kV line bays at 220 kV Vairag(Existing)	
6	**220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)** • 220 kV line bays at 220 kV Narangwadi(Existing)	
7	**220 kV Connectivity to Solar Generators** • 220 kV End Bays – 6 Nos.	
8	**132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)** • 132 kV line bays at 220 kV Tuljapur (Existing)	
9	**132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)** • 132 kV line bays at 132 kV Ausa (Existing)	

Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*). In case of Murud SS, hybrid bays can be constructed with the concurrence of existing utility.

1 400 kV line bay at Washi (Proposed)
2 220 kV line bay at Harangul (Existing)
3 220 kV line bay at Murud (Existing)
4 220 kV line bay at Vairag (Existing)
5 220 kV line bay at Narangwadi (Existing)
6 132 kV line bay at Tuljapur (Existing)
7 132 kV line bay at Ausa (Existing)

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TECHNICAL SPECIFICATIONS OF TRANSMISSION SYSTEM

A. SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

A.1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time. Other CEA Regulations/guidelines as amended up to date, 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 For power line crossings, following should be followed:

a) Under crossing of the existing transmission line of same Voltage shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical

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Inspector, CEA with detailed study ensuring that all statutory electrical clearances and Electric Field limit of 10 kV/m at 1 m and 1.8 m from ground level is not violated.

b) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

c) For power line crossing of 132kV and 220kV (or 230kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

d) For power line crossing of 66kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of theprevailing site condition and line deviation requirement.

e) For crossing of railway track, 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: -

(a) For all 400 kV lines under present scope

Type of conductor: ACSR / AAAC / AL59

Transmission line	ACSR Conductor specified	EquivalentAAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
400 kV D/C (Quad Bundle) transmission lines	**Moose: Stranding** 54/3.53mm-Al + 7/3.53 mm- Steel, 31.77 mm diameter 528.5 mm^2, Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	**Stranding details:** 61/3.55(61/3.66) mm 31.95 (32.94) mm diameter; 604 (640) mm^2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506 (0.0534) Minimum UTS: 159.80 (178.43) kN	**Stranding details:** 61/3.31mm 29.79 mm diameter; 525 mm^2 Aluminium alloyarea Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	457 mm

(b) For all 200 kV lines under present scope

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter Maximum DC Resistance at 20°C (Ω/km): 0.06868 Minimum UTS: 130.32 kN	Stranding Details: 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminium alloy area, Maximum DC Resistance at 20°C (Ω/km): 0.06815 Minimum UTS: 135.60 kN	Stranding Details: 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area, Maximum DC Resistance at 20°C (Ω/km): 0.0653 Minimum UTS: 108 kN	NA

(c) For all 132 kV lines under present scope

The specifications are indicative. Suitable conductor may be considered to carry 250 MW at applicable temperature for each circuit of 132 kV D/C lines.

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
132 kV D/C (Panther) transmission lines	**Panther : Stranding** 30/3.0mm-Al + 7/3.0 mm- Steel, 21.00 mm diameter 212.05 sq mm, Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.1390 Minimum UTS : 89.67 kN	**Stranding details:** 37/3.15mm, 22.05mm diameter; 288.3 sq. mm, Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.1182 Minimum UTS : 84.71 kN	**Stranding details:** 37/3.08 mm, 21.56 mm diameter; 275.66 sq. mm, Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km) : 0.1075 Minimum UTS : 66.47 kN	NA

Note:

1. **To Select any size above the minimum, the sizes mentioned in the Indian standard IS-398(part-6) shall be followed.*
2. *The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.*

A.8.0 The required phase to phase spacing and horizontal spacing for 765 kV and 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 765 kV and 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 765 kV line shall not be less than 15 m and for 400 kV line 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:

(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

(i) Minimum ground clearance for 400kV line: 8.84 m

(ii) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0 m

II. Minimum live metal clearances for 220 kV line:

(i) Under stationary conditions

From tower body: 2.13 m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15º)	1.98 m
a) Swing angle (30º)	1.83 m
b) Swing angle (45º)	1.675m

(iii) Minimum ground clearance: 7.015 m

(iv) Minimum mid span separation between earth-wire and conductor: 8.5 m

(v) However, the phase spacing for 220 kV D/C Line shall be not less than 4.9 m

III. Minimum live metal clearances for 132 kV line:

(i) Under stationary conditions

From tower body: 1.53 m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15º)	1.53 m
b) Swing angle (30º)	1.37 m
b) Swing angle (45º)	1.22 m
b) Swing angle (60º)	1.07 m

(iii) Minimum ground clearance: 6.1 m

(iv) Minimum mid span separation between earth-wire and conductor: 6.1 m

(v) However, the phase spacing for 132 kV D/C Line shall be not less than 3.9 m

A.11.0 Shielding angle shall not exceed 20 deg for 400 kV D/C Line transmission line and shall not exceed 30 deg for 220 kV & 132 kV transmission lines.

A.12.0 Transposition is to be done for all transmission lines whose length is greater than 100 km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions. Transposition of the transmission line after construction of LILO shall be maintained by developer.

A.13.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 Kv, 50kA for 1sec for 220kV & 40kA for 1 sec for 132kV.

A.14.0 In case of 400 kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard 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.15.0 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.16.0 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.17.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line.

A.18.0 Wherever, transmission lines are passing through cyclone prone areas i.e. areas upto 60 km from coast following shall also be applicable:

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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 3km instead of conventional practice of 15 spans or 5km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.19.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m^2 of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5mm 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 330kg/m^3.

c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6kg/ m^2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d) Double coat 20mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300mm below ground level to give protection to concrete surface from environmental and saline effect.

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 50mm coping portion as well as up to 350mm above CL portion.

A.20.0 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.21.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to STU/CTU and BPC by the TSP.

A.22.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.23.0 Safety precautions in regards to gas/oil pipe lines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

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B. SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed **400/220/132 kV Latur Substation** shall be conventional Air Insulated Switchgear (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.

LOCATION DETAILS OF EXISTING / PROPOSED SUBSTATIONS:

a) 400/220/132 kV AIS Latur(Proposed) - New substation which is to be implemented under present scheme. : Lattitude-18° 11'13.96" N, Longitude-76° 24'23.67"E
b) 400 kV Harangul (Existing) : Lattitude-18°23'15"N , Longitude-76°30'01"E
c) 220 kV Murud (Existing) : Latitude-18°24'04"N ,Longitude-76°13'40"E
d) 220 kV Vairag (Existing): Latitude-18°03'05"N ,Longitude-75°46'36"E
e) 220 kV Narangwadi (Existing) : Latitude-17°59'10"N ,Longitude-76°35'04"E
f) 220 kV Tuljapur(Existing) :Latitude-17°57'13"N ,Longitude-76°01'36"E
g) 132 kV Ausa(Existing): Latitude-18°15'28"N ,Longitude-76°30'51"E

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.*

Other CEA Regulations/guidelines as amended up to date and MoP guidelines, as applicable, shall also be followed.

B.1.0 Salient features of Substation Equipment and Facilities

The design and specification of substation equipment are to be governed by the following factors:

B.1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl. No.	Description of parameters	400/220/132 kV AIS Latur		
		400 kV System	220 kV System	132 kV System
1	System operating voltage	400 kV	220 kV	132 kV
2	Maximum voltage of the system (rms)	420 kV	245 kV	145 kV
3	Rated frequency	50 Hz	50 Hz	50 Hz
4	No. of phase	3	3	3
5	Rated Insulation levels			

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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	650 kVp 650 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp	-	-
iii)	One minute power frequency dry withstand voltage (rms)	630 kV	460 kV	275kV
6	Corona extinction voltage	320 kV	156KV rms	105 KV rms
7	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volts at 266 kV rms	1000 micro-volts at 156 kV rms	500 micro-volts at 92 kV rms
8	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)	4495 mm (31 mm/kV)
9	Minimum creepage distance for switchyard equipment	10500 mm (25 mm/kV)	6125 mm (25 mm/kV)	3625 mm (25 mm/kV)
10	Max. fault current	63 kA	50 kA	40 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	220 kV	132 kV
400/220/132 kV AIS Latur	One and Half breaker	Double Main and Transfer	Double Main and Transfer

Notes: -

i) *For one and half breaker switching scheme, any double circuit line consisting of two numbers of 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 2 (two) numbers of feeders.*

iv) *Connection arrangement of Switchable Line reactors shall be such that it can be used as Line reactor as well as Bus reactor with suitable NGR bypass arrangement.*

v) *Space for 400 kV, 220 kV & 132 kV future line bays shall be kept considering provision of switchable line reactors.*

vi) *TSP shall plan distribution of line and transformer feeders to bus bar in such a way that all power can be evacuated successfully without crossing thermal limit at any point of bus-bar.*

vii) *For AIS type substation, TSP shall keep space provisions for future elements such that interconnection arrangement to the corresponding future bays can be done with overhead AIS type connection without any cable/ GIS duct.*

viii) **400/220/132 kV AIS Latur**

400 kV bay configurations (one and half breaker scheme) shall be as follows:

Configuration	Numbers
ICT - Tie- Line	*2(two)*
*ICT - Tie- Future space for line**	*4(four)*
*Bus Reactor-Tie- Future space **	*1(one)*
Future space for ICT- Tie- Future space for line**	*2(two)*

220 kV bay configurations (double main & transfer bus scheme) shall be as follows:

Configuration	***Numbers***
Main Bus-I	
a) ICT Bay	*2(two)*
b) line bays	*7 (Seven)*
*c) Future space for line bays **	*3(three)*
Main Bus-II	
d) ICT Bay	*1 (one)*
*e) Future space for ICT Bay**	*1 (one)*
f) line bay	*7(Seven)*
*g) Future space for line bays **	*3(three)*

132 kV bay configurations (Double Main & transfer bus scheme) shall be as follows:

Configuration	***Numbers***
Main -I	
a) ICT Bay	*2 (two)*
b) line Bays	*2 (two)*
c) Future space for line bays)*	*3(three)*
Main –II	

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Configuration	*Numbers*
d) ICT Bay	*1 (One)*
*e) Future space for ICT Bay**	*1 (One)*
f) line Bays	*2 (two)*
*g) Future space for line bays**	*3(three)*

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

Sl. No	Description of bay	400/220/132 kV AIS Latur		
		400 kV	220 kV	132 kV
1	Bus Bar	4000 A	3000 A	3000 A
2	Line bay	3150 A	1600 A	2000 A
3	ICT bay	3150 A	1600 A	2000 A
4	Reactor bay	3150 A	N/A	N/A
5	Bus Sectionaliser bay	N/A	NA	NA
6	Bus Coupler Bay	N/A	3000 A	3000A
7	Transfer Bus coupler bay	N/A	1600A	3000 A

B.2.1 Power Transformers

B.2.1.1 Autotransformer

500 MVA, 400 /220 kV and 315 MVA, 400/132 kV, 3-Phase Auto Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

B.2.2 Shunt Reactors

B.2.2.1 420 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 available on CEA website.

B.2.3 400 kV, 220 kV & 132 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. The rated break time shall not exceed 40 ms for 400 (420) kV circuit breakers, 60 ms for 220 kV &132 kV circuit breakers. 400 (420) kV and 220 kV Circuit breakers shall be provided with single phase and three phase auto reclosing. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater

reliability. 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. 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 Circuit breakers of switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers of voltage class 400 kV and above.

B.2.3.2 Isolators (AIS)

The isolators shall comply to IEC 62271-102 in general. 400 kV, 220 kV and 132 kV Isolator design shall be double break or vertical break or knee-type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400 kV, 220 kV & 132 kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 400 kV shall have six (five for 400 kV) cores (four for protection and two for metering) and 220 kV & 132 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. 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 20VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 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. 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 whereas the Capacitance of CVT for 765 kV shall be 8800 pF. 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)

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336 kV Station High (SH) duty gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/kV, 12 kJ/kV conforming to IEC 60099-4 in general shall be provided for 400 kV, 220 kV & 132kV systems respectively . 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 220 kV systems respectively. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances, near transformers and reactors so as to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

i) 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. The fourth zone shall be the reverse zone. 400 kV and 220 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware and manufacturing platform or different principle of operation. 132kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 132 kV lines shall also have independent back up over current & earth fault protection.

However, Line Current Differential relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 10 km) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 400 kV & 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. 132kV lines should not have auto-reclosing facility. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV, 220 kV & 132 kV lines shall also be provided with two stages over voltage protection. 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, 220 kV & 132 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.

ii) Auto Transformer Protection

These shall have the following protections:

i) Numerical Differential protection
(400/220 kV ICTs and 220/132 KV ICTs shall have two differential protection relays. The second differential relay shall be provided on IV side C&R panel to avoid congestion on HV side C&R panel. The differential relay shall have different make and algorithm.)

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up 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.

iii) **400 kV Reactor Protection**

Reactor shall be provided with the following protections:

a) Numerical Differential protection.

b) Numerical Restricted earth fault protection

c) Numerical Back-up impedance protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

iv) **Bus bar Protection**

The high-speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV, 220 kV & 132 kV buses. Duplicated bus bar protection is envisaged for 765 kV 400 kV & 220 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays shall also be provided.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners. In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

v) **Local Breaker Back up Protection**

This shall be provided for each 400 kV, 220kV and 132 kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

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 400 kV, 220 kV & 132 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, disconnector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the Relay 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 operation and monitoring of the complete substation including proposed future bays/elements.

In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

In existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway 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 respect including antenna, cable, processing equipment required to receive time signal through GPS or from National Physical Laboratory (NPL) through INSAT shall be provided at new substations. This equipment shall be used to synchronize SAS 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:-

a) 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 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 STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by SLDC 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 DISCOM for energy accounting.

b) 2 sets of 220V 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. 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.

c) 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:

i. 415V Main Switch board – 1 No.
ii. AC distribution board – 1 No.
iii. Main lighting distribution board – 1 No.
iv. Emergency lighting distribution board – 1 No.
v. 220 Volt DC distribution board – 2 No.
vi. 48 Volt DC distribution board – 2 No.

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).

d) At new Substation, one No. of DG set (minimum 250 kVA for substations with highest voltage rating as 400 kV and minimum 500 kVA for substations with highest voltage rating as 765 kV) shall be provided for emergency applications.

e) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).

f) 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 Standard Specification and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class) as amended up to date available on CEA website.

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 for all the future bays also.
At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

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 cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high-definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However,

for adjacent future line bay, tower shall be designed for extension (considering Quad for 400 kV) and Twin conductor for 220 kV lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 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 complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL).

g) All electrical equipment shall be installed above the Highest Flood Level 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 (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022/CEA Manual on Transmissions Planning criteria 2023, Line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

C. SPECIFIC TECHNICAL REQUIREMENT FOR COMMUNICATION

The communication requirement shall be in accordance to CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, CERC (Communication System for inter-State transmission of electricity) Regulations, 2017, and CEA (Cyber Security in Power Sector) Guidelines, 2021, all above documents as amended from time to time.

The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele- protection in addition to one channel for speech plus data for each direction

The communication services viz. SCADA, AGC (wherever applicable), VoIP, AMR and PMU have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation.
PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.

Accordingly all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup SLDCs/RLDCs.

The complete InSTS communication system commissioned by TSP under the RFP shall be the asset of InSTS and shall be available for usage of InSTS requirements as suggested by Maharashtra STU/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 AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level

i) TSP shall supply, install and commission One or more nos. of FODP (96F or higher) Fiber capacity along with panel and approach Cable (48F each) with all associated hardware fittings from gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.

ii) TSP shall supply, install and commission one or more STM-16 (FOTE) equipment along with panel/s supporting minimum Eleven (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 Harangul (Existing), Washi (Existing), Murud ,Vairag (Existing), Narangwadi (Existing), Tuljapur(Existing) & Ausa. The suitable DC Power Supply and backup to be provided for communication equipment.

iii) FODP and FOTE equipment with panels shall be provided in Control Room of 400/220/132 kV AIS Latur. FOTE and FODP Equipment can be accommodated in same panel to optimize space.

iv) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP.

v) TSP shall deploy Cyber Security System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation, from its date of publication/ notification and their amendments thereof.

vi) The maintenance of all the communication equipment including FOTE, FODP, PMU, approach cable, DCPS along with Battery Bank and Cyber Security System shall be the responsibility of TSP.

C.2.0 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)

i) On 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed), TSP shall supply, install and commission One (1) no. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install OPGW cables from gantry of 400/220/132 kV AIS Latur up to the gantry of 400 kV Washi (Proposed) with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at 400/220/132 kV AIS Latur . The transmission line length for 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) is 65 kms (approx.) where repeater may not be required to meet the link budget requirement of 765 kV 2xD/C line from 400/220/132 kV AIS Latur to 400 kV AIS Latur (Proposed) link.

However, TSP shall finalize the requirement and location of repeater station depending upon the actual site conditions. Further TSP shall comply to the requirements mentioned as per **Appendix-F.1**

Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.3.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Harangul (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 35 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Harangul (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.4.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Murud (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 20 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Murud (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.5.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Vairag (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 60 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Vairag (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.6.0 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)

i) On 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Narangwadi (Existing)up to the gantry of 400/220/132 kV AIS Latur 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 40 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Narangwadi (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.7.0 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each)

i) On 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Tuljapur (Existing) up to the gantry of 400/220/132 kV AIS Latur 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 40 km (approx.), where repeater may not be required to meet the link budget requirement of 132 kV D/C line from 400/220/132 kV AIS Latur to 220 kV Tuljapur (Existing) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.5.0 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)

i) On 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa, TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii) The TSP shall install this OPGW from gantry of 132 kV Ausa up to the gantry of 400/220/132 kV AIS Latur 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 40 km (approx.), where repeater may not be required to meet the link budget requirement of 132 kV D/C line from 400/220/132 kV AIS Latur to 132 kV Ausa link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.5.0 4 Nos of 765 kV line bays at 400/220/132 kV AIS Laturfor termination of 765 kV 2x D/C Line from 400/220/132 kV AIS Laturto 765kV AIS Kandalgaon (Proposed).

i) TSP shall supply, install & commission One or more nos FODP (144F or higher) along with panel and required Approach Cable (48F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

ii) TSP shall supply, install & commission One STM-16 (FOTE) equipment along with panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection – 1+1) with necessary interfaces to meet the voice and data communication requirement between 400/220/132 kV AIS Laturand 765kV AIS Kandalgaon (Proposed). 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 765kV AIS Kandalgaon (Proposed) 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.

iv) 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).

v) FOTE & FODP can be accommodated in same panel to optimize space.

vi) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the communication equipment and software thereof including FOTE, PMU, FODP, approach cable, DCPS along with Battery Bank shall be the responsibility of TSP.

Annexure F.3

C.5.0 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 protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele-protection in addition to one channel for speech plus data for each direction. The PLCC equipment shall in brief include the following: -

i) Coupling device, Coupling Filters, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.

ii) 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 centers (RLDC/SLDC) etc.

iii) Coupling devices shall be suitable for phase to phase coupling for 765 kV and 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.

iv) The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.

v) 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.

vi) PLCC equipment for all the transmission lines covered under the scheme (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT and Wave trap for all the line bays under present scope shall be provided by TSP.

vii) TSP shall provide/ undertake necessary addition/ modification/ shifting/ re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).

viii) PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines under present scope:

Sl. No	Line name	PLCC configuration
1	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
2	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
3	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.
6	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends. .
7	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.

ix) Further, CVT and Wave trap for all 400 kV, 220 kV & 132 kV line bays under present scope shall be provided by TSP.

x) All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.

xi) Two (2) sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required.

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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]

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
1	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	24 Months
2	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) • 400 kV line bays at 400 kV Washi(Proposed)	
3	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Harangul(Existing)	
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) • 220 kV line bays at 220 kV Murud (Existing)	
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Vairag(Existing)	

Establishment of 400/220/132 kV AIS Latur		
Sl. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**
6	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing)	
7	220 kV Connectivity to Solar Generators • 220 kV End Bays – 6 Nos.	
8	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) • 132 kV line bays at 220 kV Tuljapur (Existing)	
9	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) • 132 kV line bays at 132 kV Ausa (Existing)	
Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*). In case of Murud SS, hybrid bays can be constructed with the concurrence of existing utility. 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)		

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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 Long Term Transmission System User and the STU for the purpose of monitoring of the Project.

2. **Emergency Work:**

   In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

   If the work done or caused to be done by any entity, other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3. **Site Clearance:**

   In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4. **Watching and Lighting:**

   The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

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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 provisions of MERC MYT Regulations.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	140 X 25% X ((28+31)/365)	5.65		--	0.00
1-Apr-18 to 30-Nov-18	140 X 25% X (244/365)	23.39		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to	--	0.00		--	0.00

30-Sept-18					
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-May-2020	25%
Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Oct-19 to 31-Mar-20	--	0.00	1-Oct-19 to 31-Mar-20	--	0.00
1-Apr-20 to 30-Apr-20	-	0.00	1-Apr-20 to 30-Apr-20	-	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Apr)	140 X 100% X (30/ 365)				11.51

Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1	**Transmission Charges for Element 2**	
1-July-19 to 31-Mar-20	140 X 100% X (274/365)	105.09
2	140 X 100% X 1	140
3	140 X 100% X 1	140
4	140 X 100% X 1	140
5	140 X 100% X 1	140
.....		
.....		
36 (1-Apr to 30-Jun)	140 X 100% X (91/365)	34.91

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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 Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Apr-2019 to 30-Jun-19	140 X 25% X (91/365)	8.72	1-Apr-2019 to 30-Jun-19	--	0.00
1-July-19 to 31-Mar-20	140 X 100% X (274/ 365)				105.09
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr-30-Jun)	140 X 100% X (91/365)				34.91

The Transmission Charges shall be payable on monthly basis as computed above.

1.2. Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

For AC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 98% and less than or equal to 98.5%;
Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;
Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;
Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 98%and greater than or equal to 95.00%;
Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

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e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%;
Monthly Transmission Charges MTC(m) = Tmn *1

c. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%;
Monthly Transmission Charges MTC(m) = Tmn * (AA/ 96%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;
Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%;
Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;
Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

where:

- AA is the actual Availability, as certified by RPC, as per procedure provided in Schedule 6.
- m is the month in Contract Year 'n'
- Tmn= Transmission Charges for the month 'm' in Contract Year 'n' = (=Transmission Charge/ No. of days in the Year n)* No. of days in month m

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

1.3. SLDC Fee & Charges

The payment of SLDC fee & charges, in accordance with relevant regulations of MERC, shall be the responsibility of the TSP.

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Schedule: 5

Quoted Transmission Charges

[Quoted Transmission Charges from Annexure - 21 of the RFP of the Selected Bidder to be inserted here]

[To be incorporated from the Bid of the Selected Bidder submitted during the e-reverse auction after its selection]

Quoted Transmission Charges: Rs. 2381. 77 Million/annum

Sl. No	Name of the Transmission Element	Scheduled COD from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs • 400/220 kV, 500 MVA, ICT – 3 Nos. • 400/132 kV, 315 MVA, ICT – 3 Nos. • 125 MVAR, 420 kV Bus Reactor– 1 No • 400 kV ICT bays –6 Nos. • 400 kV line bays – 2 Nos. • 400 kV reactor bay– 1 No. • 220 kV ICT bays – 3 Nos. • 132 kV ICT bays – 3 Nos. • 220 kV line bays – 8 Nos. • 132 kV line bays – 4 Nos. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No • 132 kV Bus Coupler-1 No • 132 kV Transfer Bus Coupler- 1 set **Future space Provisions:** • 400/220 kV, 500 MVA, ICT -1 No • 400/132 kV, 315 MVA, ICT -1 No • 400 kV line bays – 6 Nos • 220 kV line bays – 6 Nos. • 132 kV line bays – 6 Nos.	24 months from Effective Date	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)			

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Sl. No	Name of the Transmission Element	Scheduled COD from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
3.	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)			
4.	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)			
5.	220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)			
6.	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)			
7.	220 kV Connectivity to Solar Generators 220 kV End Bays – 6 Nos.			
8.	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each)			
9.	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)			

Note- Space shall be provided by existing/proposed utility for following. However, *In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations*). In case of Murud SS, hybrid bays can be constructed with the concurrence of existing utility.

1. 400 kV line bay at Washi (Proposed)
2. 220 kV line bay at Harangul (Existing)
3. 220 kV line bay at Murud (Existing)
4. 220 kV line bay at Vairag (Existing)
5. 220 kV line bay at Narangwadi (Existing)
6. 132 kV line bay at Tuljapur (Existing)
7. 132 kV line bay at Ausa (Existing)

LATUR REZ TRANSMISSION LIMITED NEW DELHI

Schedule: 6

महाराष्ट्र शासन राजपत्र असाधारण भाग चार-क, ऑगस्ट १९, २०२४/श्रावण २८, शके १९४६

Annexure-VI: Procedure for calculation of Transmission System Availability for a Month

1. Transmission system availability for a calendar month shall be computed by the respective Transmission Licensee, and certified by the MSLDC, separately for each AC and HVDC transmission system. For the purpose of calculation of Transmission System Availability:
   - i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element.
   - ii) Inter-Connecting Transformers (ICTs): Each ICT bank (three single phase transformer together) shall form one element.
   - iii) Static VAR Compensator (SVC): SVC along with SVC transformer shall form one element. However, 50% credit to inductive and 50% to capacitive rating shall be given.
   - iv) Bus Reactors/Switchable line reactors: Each Bus Reactors/Switchable line reactors shall be considered as one element.
   - v) HVDC Bi-pole links: Each pole of HVDC link along with associated equipment at both ends shall be considered as one element.
   - vi) HVDC back-to-back Station: Each block of HVDC back-to-back Station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back Station) is not available, the HVDC back-to-back Station block shall also be considered as unavailable.

2. The Availability of AC and HVDC portion of Transmission system shall be computed as under:

   % Availability for AC system

$$= \frac{o \times AVo + p \times AVp + q \times AVq + r \times AVr}{o + p + q + r} \times 100$$

   % Availability for HVDC system

$$= \frac{s \times AVs + t \times AVt}{s + t} \times 100$$

   Where

   o = Total number of AC lines;

AVo = Availability of o number of AC lines;

p = Total number of bus reactors/switchable line reactors;

AVp = Availability of p number of bus reactors/switchable line reactors;

q = Total number of ICTs;

AVq = Availability of q number of ICTs;

r = Total number of SVCs;

AVr = Availability of r number of SVCs;

s = Total number of HVDC poles;

AVs = Availability of s number of HVDC poles;

t = Total number of HVDC back-to-back Station blocks;

AVt = Availability of t number of HVDC back-to-back Station blocks.

3. The weightage factor for each category of transmission element shall be as under:

(a) For each circuit of AC line – Surge Impedance Loading (SIL) for Uncompensated line multiplied by ckt-km.

SIL rating for various voltage levels and conductor configurations is given in Appendix-I. However, for the voltage levels and/or conductor configurations not listed in Appendix-I, appropriate SIL based on technical considerations may be used for availability calculation under intimation to long-term transmission customers/DICs.

For compensated AC line, SIL shall be as certified by the Maharashtra State Power Committee (MSPC) Secretariat considering the compensation on the line.

For shunt compensated line, the reduced value of SIL shall be taken in accordance with the location of the reactor. Similarly, in case of the lines with series compensation, the higher SIL shall be taken as per the percentage of compensation.

(b) For each HVDC pole- The rated MW capacity x ckt-km

(c) For each ICT bank – The rated MVA capacity

(d) For SVC- The rated MVAR capacity (inductive and capacitive)

(e) For Bus Reactor/switchable line reactors – The rated MVAR capacity.

(f) For HVDC back-to-back Station connecting two Regional grids- Rated MW capacity of each block.

LATUR REZ TRANSMISSION LIMITED NEW DELHI

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4. The availability for each category of transmission element shall be computed based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the transmission elements are as per Appendix-II.

5. The transmission elements under outage due to following reasons shall be deemed to be available:
   i. Shut down availed for maintenance or construction of elements of another transmission scheme. If the other transmission scheme belongs to the Transmission Licensee, the MSLDC may restrict the deemed availability period to that considered reasonable for the work involved.
   ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of MSLDC.

6. Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration:
   i. Outage of elements due to acts of God and force majeure events beyond the control of the Transmission Licensee. However, onus of satisfying the MSLDC that element outage was due to aforesaid events and not due to design failure shall rest with the Transmission Licensee. A reasonable restoration time for the element shall be considered and any additional time taken by the Transmission Licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the Transmission Licensee. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.
   ii. Outage caused by grid incident/disturbance not attributable to the Transmission Licensee, e.g., faults in substation or bays owned by other agency causing outage of the Transmission Licensee's elements, and tripping of lines, ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration.

Appendix-II

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

$$AV_o\text{(Availability of } o \text{ no. of AC lines)} = \sum_{i=1}^{o} \frac{Wi(Ti - T_{NAi})}{Ti} \Big/ \sum_{i=1}^{o} Wi$$

$$AVs\text{(Availability of s no. of HVDC pole)} = \sum_{j=1}^{s} \frac{Wj(Tj - TNAj)}{Tj} \Big/ \sum_{j=1}^{s} Wj$$

$$AV_q\text{(Availability of } q \text{ no. of ICTs)} = \sum_{K=1}^{q} \frac{Wk(Tk - T_{NAk})}{Tk} \Big/ \sum_{k=1}^{q} Wk$$

$$AV_r\text{(Availability of r no. of SVCs)} = \left[\sum_{l=1}^{r} 0.5W_{Tl}\frac{(T_{Tl} - T_{NATl})}{T_{Tl}} + \sum_{l=1}^{r} 0.5\, W_{Cl}\frac{(T_{Cl} - T_{ACl})}{T_{Cl}}\right] \Big/ \left[\sum_{l=1}^{r} 0.5W_{Tl} + \sum_{l=1}^{r} 0.5\, W_{Cl}\right]$$

$$AVp\text{(Availability of } p \text{ no. of Switched Bus reactors)} = \sum_{m=1}^{p} \frac{Wm(Tm - T_{NAm})}{Tm} \Big/ \sum_{m=1}^{p} Wm$$

$$AVt\text{ (Availability of t no. of HVDC Back-to-back Blocks)} = \sum_{n=1}^{t} \frac{Wn(Tn - T_{NAn})}{Tn} \Big/ \sum_{n=1}^{t} Wn$$

Where Wi = Weightage factor for i^{th} transmission line

Wj = Weightage factor for j^{th} HVDC pole

W_k	=	Weightage factor for k^{th} ICT
W_l&W_{cl}	=	Weightage factors for inductive & capacitive operation of l^{th} SVC
Wm	=	Weightage factor for m^{th} bus reactor
Wn	=	Weightage factor for n^{th} HVDC back to back block.

T_i, Tj, T_k, T_{Il}, T_{cl}, = T_m&T_n	The total hours of i^{th} AC line,j^{th} HVDC pole, k^{th} ICT, l^{th} SVC (Inductive Operation), l^{th} SVC (Capacitive Operation),m^{th} Switched Bus Reactor &n^{th} HVDC back-to-back block during the period under consideration (excluding time period for outages not attributable to Transmission Licensee for reasons given in Para 6 of the procedure)
T_{NAi} ,T_{NAj} , T_{NAk} = T_{NAcl}, T_{NAm},	The non-availability hours (excluding the time period for T_{NAl}, outages not attributable to transmission Licensee taken as T_{NAn}, deemed availability as per Para 5 of the procedure) for i^{th} AC line, , j^{th} HVDC pole, k^{th} ICT, l^{th} SVC (Inductive Operation), l^{th} SVC (Capacitive Operation), m^{th} Switched Bus Reactor and n^{th} HVDC back-to-back block.

Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

Schedule: 8

Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the..... **LATUR REZ TRANSMISSION LIMITED** or Selected Bidder on behalf of the TSP, or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated 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 ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to ..... (being the Nodal Agency) at .....[Insert the Place from the address of the Nodal Agency indicated in the TSA] forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ..... Crores (Rs.) only [Insert the amount of the bank guarantee] on behalf of M/s. .....[Insert name of the Selected Bidder or SPV].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .....and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. ..... Crores (Rs. .....) only. Our Guarantee shall remain in force until ..... [Insert the date of validity of the Guarantee as per Article 3.1.2 of this Agreement]. The Nodal Agency, shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from ..... (in its roles as the Nodal Agency), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Selected Bidder], ... [Insert name of the TSP] and / or any other person. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **LATUR REZ TRANSMISSION LIMITED** or the Selected Bidder, as the case may be, to make any claim against or any demand on **LATUR REZ TRANSMISSION LIMITED** or the Selected Bidder, as the case may be, or to give any notice to **LATUR 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 **LATUR 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. ..... Crores (Rs.....) only and it shall remain in force until .....[Date to be inserted on the basis of Article 3.1.2 of the Transmission Service Agreement], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by ..... [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

In witness where of:

Signature .....

Name: .....

Power of attorney No.: .....

For:

..... [Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office

LATUR REZ TRANSMISSION LIMITED NEW DELHI

SCHEDULE 8A

FORMAT FOR SURETY INSURANCE CONTRACT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.

Foreign entities submitting Bids are required to follow the applicable law of India)

In consideration of the .....[Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] (hereinafter referred to as the 'Principal Debtor' for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ..... / to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal ('RFP') and other RFP Project Documents, subject to the condition of providing a Performance Bank Guarantee or a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the Nodal Agency , the [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as "Surety") hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency , namely.....] forthwith on demand in writing from the Nodal Agency , or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs.....) only [Insert the amount of the Surety Insurance Contract]

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency , this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency , and shall not be terminable by notice or any change in the constitution of the Surety or the term of the Transmission Service Agreement or by any other reasons whatsoever and the liability hereunder of the Surety shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed (with or without the knowledge or consent of the Surety) by or between the Principal Debtor and the Nodal Agency .

The liability of the Surety under this Surety Insurance Contract is restricted to Rupees ..... Crores (Rs) only. The Surety Insurance Contract shall remain in force until [Insert the date of validity of the Surety Insurance Contract]. The Nodal Agency shall be entitled to invoke this Surety Insurance Contract up to three hundred sixty five (365) days after the last date of the validity of this Surety Insurance Contract.

The Surety hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency , containing the statement that the contractor has failed to meet its contractual obligations raised at the above mentioned address of the Surety (address of Surety office should be a place in NCR only) and the Surety shall pay the amount without reference to the Principal Debtor.

Any such demand made by the Nodal Agency on the Surety shall be conclusive and binding not withstanding any difference between the Nodal Agency and the Principal Debtor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenor(including Claim period) whichever is earlier.

The Surety shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection by the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or .....[Insert name of the TSP] and/or any other person. The Surety shall not require the Nodal Agency to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Nodal Agency in respect of any payment made hereunder.

This SURETY INSURANCE CONTRACT shall be interpreted in accordance with the laws of India.

This SURETY INSURANCE CONTRACT is being executed by the Surety in terms of the IRDAI (Surety Insurance Contract) Guidelines, 2022 and the Surety hereby acknowledges, accepts and confirms that this Surety Insurance Contract shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3) (b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

The Surety represents that this Surety Insurance Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety in the manner provided herein.

This SURETY INSURANCE CONTRACT shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety.

In order to give effect to this surety Bond, the Nodal Agency shall be entitled to act as if the surety insurer were the principal debtor and any change in the constitution of the contractor and/or the surety insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the surety insurer under this surety Bond.

This SURETY INSURANCE CONTRACT shall be a primary obligation of the Surety as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this Surety Insurance Contract to take any action in any court or arbitral proceedings against the Principal Debtor, namely, [Insert name of SPV], or.....[Insert

name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, to make any claim against or any demand on the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or..... [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to Principal Debtor, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

The Surety acknowledges that this Surety Insurance Contract is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement Provided that any such assignment shall be in compliance with the relevant provisions of the Insurance Act 1938

The Surety hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this Surety Insurance Contract either in part or in full, as it may deem fit. In case of invocation of this Surety Insurance Contract in part, besides making payment for the part of Surety Insurance Contract invoked, surety at the request of Nodal Agency shall amend the value of Surety Insurance Contract to the extent of balance amount.

The Surety undertakes not to revoke this Surety Contract during its currency, except with the previous express consent of the Nodal Agency in writing and declares and warrants that it has the power to issue this Surety Contract and the undersigned has full powers to do so on behalf of the Surety

In witness where of:

Signature.....

Name: .....

Power of attorney No/ Employee No. as applicable.: .....

For:

... . [Insert Name of the Surety-Insurance Company]

Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

1. The Stamp Paper should be in the name of the Executing Insurance Company.

SCHEDULE 8B

Format for Issuance of Payment on Order Instrument

Dear Sir,

1. Indian Renewable Energy Development Agency Limited ('IREDA")/PFC/REC has sanctioned a non-fund based limit loan of Rs. (Rupees..... Only) to M/s. ..... [SPV or selected Bidder] under the Loan Agreement executed on ..... to execute Transmission System Projects.
2. In consideration of the ..... [Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] for the purposes of this Payment on Order Instrument ("POI") having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ..... / to be executed as per the draft of the Model Transmission Service Agreement provided along with the Request for Proposal („RFP") and other RFP Project Documents, subject to the condition of providing a POI guaranteeing the due performance of the obligations under the Transmission Service Agreement to the Nodal Agency /Maharashtra State Transmission Utility (MSTU), the..... [Insert name and address of the non-banking financial institutions(IREDA/PFC/REC) issuing the POI and address of the head office] (hereinafter referred to as "Guarantor") hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency , namely] forthwith on demand in writing from the Nodal Agency , or any Officer authorized by it in this behalf, intimated to the Guarantor at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs) only [Insert the amount of Payment on Order Instrument]
3. At the request of .....and on behalf of M/s. ....., [SPV or selected

Bidder] this Payment on Order Instrument (POI) for an amount of Rs. ..... (Rupees.....) is being issued with IREDA/PFC/REC assuming the obligations to remit such amount to MSTU from the sanctioned loan.

4. This Payment on Order Instrument comes into force immediately and IREDA/PFC/REC confirms that it has sufficient amount out of the sanctioned loan and shall maintain the required amount to pay under this Payment on Order Instrument, during the validity and claim period of this Payment on Order Instrument.
5. This POI has been issued by IREDA/PFC/REC utilizing the credit limit of M/s.....[SPV or selected Bidder] IREDA/PFC/REC confirms that its liability to pay under this Payment on Order Instrument shall be primary and independent of whether at the time of invocation of Payment on Order Instrument, the sanctioned funds are available or not and notwithstanding, the status of M/s. ..... [SPV or selected Bidder] at the relevant time and to whether IREDA/PFC/REC is able to recover the amount advanced by it to the said developer.
6. IREDA/PFC/REC and M/s. [SPV or selected Bidder] hereby acknowledges, accepts and confirms that this Payment on Order Instrument shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3) (b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.
7. IREDA/PFC/REC liability under this POI is restricted to Rupees Crores (Rs.....) only. This POI shall remain in force until.....[Insert the date of validity of the POI]. The Nodal Agency shall be entitled to invoke this POI up to three hundred sixty-five (365) days after the last date of the validity of this POI. This POI shall be extended from time to time for such period, as may be desired by the TSP.
8. The Guarantor hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency , raised at the above-mentioned address of the Guarantor (address of Guarantor office should be in NCR only) and

the Guarantor shall pay the amount to the Nodal Agency without reference to the TSP.

9. Any such demand made by the Nodal Agency on the Guarantor shall be conclusive and binding not withstanding any difference between the Nodal Agency and the TSP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Guarantor undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the POI herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenure or (including Claim period) whichever is earlier.
10. The Guarantor shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection or disputes raised by the TSP, namely, ... [Insert name of SPV], or [Insert name of the Selected Bidder], or.....[Insert name of the TSP] and/or any other person. The Guarantor shall not require the Nodal Agency to justify the invocation of this POI, nor shall the Guarantor have any recourse against the Nodal Agency in respect of any payment made hereunder.
11. This POI shall be interpreted in accordance with the laws of India.
12. The Guarantor represents that this POI Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor in the manner provided herein.
13. This POI shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor.
14. This POI Contract shall be a primary obligation of the Guarantor as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this POI Contract to take any action in any court or arbitral proceedings against the TSP, namely,..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or .....[Insert name of the TSP] and/or any other person, as the case may be to make any claim against or any demand on the TSP, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ... .[Insert name of the TSP] and/or any other person, as the case may be, or to give any notice

to TSP, namely..... [Insert name of SPV], or .....[Insert name of the Selected Bidder], or..... [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the TSP, namely, ... [Insert name of SPV], or .....[Insert name of the Selected Bidder], or..... [Insert name of the TSP] and/or any other person, as the case may be.

15. The Guarantor acknowledges that this POI Contract is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement.
16. The Guarantor hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this POI Contract either in part or in full, as it may deem fit. In case of invocation of this POI Contract in part, besides making payment for the part of POI Contract invoked, Guarantor at the request of Nodal Agency shall amend the value of POI Contract to the extent of balance amount.

IN WITNESS WHERE OF the non- banking financial institutions through its authorized officer, has set its hand and stamp on this..... day of.....at.....

Signature.....

Name: .....

Power of attorney No.: .....

For:

... .[Insert Name of the non- banking financial institutions Company]

Seal and Full Address, including mailing address of the Head Office

LATUR REZ TRANSMISSION LIMITED NEW DELHI

Schedule: 9

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$\Delta T = [(P \times d)] \div [1-(1+ d)^{(-n)}]$

Where,

ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the CERC, applicable on the Bid Deadline

The increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero point three percent) of the quoted Transmission Charges of the TSP.

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)

Ref. No. 04/26- 27/ITP-114/RFP

September 28, 2026

To,
Mr. Anoop VijayVargiya,
AGM- BD& Tendering,
M/s Montecarlo Energy Limited,
Montecarlo House, Sindhu Bhavan Road,
Bodakdev, Ahmedabad- 380058, Gujarat.

E-mail: bd@mclindia.com

Subject: Independent Transmission Project for "Establishment of 400/220/132 kV AIS Latur" – Regarding Transfer of SPV.

Dear Sir,

As requested, the following documents/information is furnished herewith for further necessary action at your end:

1. Copy of GoM Notification dated October 03, 2025 appointing PFC Consulting Limited to be the Bid Process Coordinator (BPC).
2. Copy of PFCCL letter No. 01/ITP-114/25-26/RFP dated November 10, 2025 to MERC in regard to intimation of initiation of the Bid Process for the subject transmission scheme along with copies of the advertisement in the Newspapers.
3. Copy of PFCCL letter No. 01/ITP-114/24-25/RFP dated November 10, 2025 to MSTU for uploading RFP notice and RFP documents on the website of GoM.
4. Copy of PFCCL letter No. 01/ 25-26/ITP-114/RFP dated December 16, 2025 to Additional Chief Secretary (Energy) regarding prior approval of the Govt. under section 68(1) of the Electricity Act, 2003.
5. Copy of letter No. Narrow-2026/P.Cr.04/ Energy- 4 dated March 11, 2026 from GoM regarding prior approval of the Govt. under section 68(1) of the Electricity Act, 2003.
6. Copy of letter No. 01/ 25-26/ITP-114/RFP/RoW dated December 22, 2025 to District Collector Latur New Collector Office, Barshi Road, Latur Maharashtra regarding substation location and market rates.
7. Copy of letter No. 01/ 25-26/ITP-114/RFP/RoW dated December 22, 2025 to Collector & District Magistrate, Collector Office, Dharashiv Maharashtra 413501 regarding market rates.
8. Copy of letter No. 01/ 25-26/ITP-114/RFP/RoW dated December 22, 2025 to Collector and District Magistrate, Second Floor, Saat Rasta Solapur Maharashtra 413003 regarding market rates.
9. Copy of GoM letter dated December 12, 2025 regarding constitution of Bid Evaluation Committee (BEC) for the transmission scheme.
10. Copy of certificate issued by Bid Evaluation Committee.
11. Copy of approval from MoP for transfer of shares held by PFCCL in**"Latur REZ Transmission Limited"** to **Montecarlo Energy Limited** (Successful Bidder).

With kind regards,

Yours Sincerely,

(Bibhuti Giri)
Deputy General Manager

Encl.: As above

SCHEDULE I

FORM OF APPLICATION FOR LICENCE

To,

The Secretary,
Maharashtra Electricity Regulatory Commission.

We hereby apply for a Transmission License under the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004. We set out hereunder the relevant particulars in connection with our application and shall provide any other information as required by the Hon'ble Commission.

GENERAL INFORMATION

1. Name to appear on license : Latur REZ Transmission Ltd

2. Primary Contact:

   a. Name : Sandipsinh Gohil

   b. Contact Address : Montecarlo House, Sindhu Bhavan Road Bodakdev, Ahmedabad - 380058, Gujarat, India

   c. Phone Number : 9227897042 / 8980800498 / 079 71999300

   d. Fax Number : 079 71999303

   e. E-mail address : bd@mclindia.com / Sandipsinh.gohil@mclindia.com

INFORMATION ABOUT THE APPLICANT

3.	Full legal name of organization:	Latur REZ Transmission Ltd
4.	Registration number under applicable statute:	U42201DL2025GOI459301
5.	Date of incorporation and registration	10.12.2025
6.	Registered office address:	M 130-131, Second Floor, M-42, Connaught Cir, Shankar Market, Block M, Connaught Place, New Delhi, Delhi- 110001
7.	Names of promoters, along with their respective ownership percentages:	Montecarlo Energy Ltd (100%)

ENCLOSURES

The following information/documents are duly attached:

Incorporation

8. The following incorporation documents, as applicable:

a. Where the applicant is a company, the Memorandum and Articles of Association:

The Applicant is a Company incorporated under the provisions of the Companies Act,2013. The Certificate of Incorporation along with the articles of Association and Memorandum of Association have been annexed herewith and marked as Annexure 1.

b. Where the applicant is a partnership, the deed of partnership:
Not Applicable

c. In any other case, applicable deed or charter or incorporation, if any:
Not Applicable

Technical Information

9. Management information (provided in respect of operations, projects, commercial, finance, regulatory, HR and IT functions):

Name	Designation/ Position	Qualification	Area of Expertise	Experience
Taticherla Sai Ravi Kiran	Director	M.E (Thermal Engineering)	Business Development & Commercial, Strategy Planning and Project Execution,	24 Years
Dhiren Mafatlal Patel	Director	BE (Mechanical Engineering)	Project, Planning, Monitoring and Execution	16 Years
Syed Ali Mehdi Rizvi	Director	B. Tech (Mechanical Engineering) + MBA	Project, Planning, Monitoring and Operations	26 Years
Shreyan Shah	Chief Finance Officer	Chartered Accountant	Corporate Finance, Project Finance & Accounts, Regulatory	24 Years
Kartik Parikh	Sr. General Manager-IT	BCA	Information Technologies, Business Transformation	30 Years
Pushpak Modi	Head-HR & Admin	PGD (Business Management)	HR& Admin	22 Years

10. Sufficient description adequately specifying the actual or proposed location of the system of electric lines and electrical plant by means of which the applicant intends to enable transmission of electricity, indicating which plant and lines are to be constructed and which are existing plant and lines, and the area to which the application relates.

I. Location & Substation Details

- **Proposed Substation: -** 400/220/132 kV Latur Substation
- **Village**:- Yelori, Taluka Ausa, District Latur, Maharashtra
- **Land Area:-** 41 Acre (Approx.)
- **Nearest Town**: Ausa (approx. 15.0 km away).

- **Connectivity**: Approx 2 KM away from NH-361

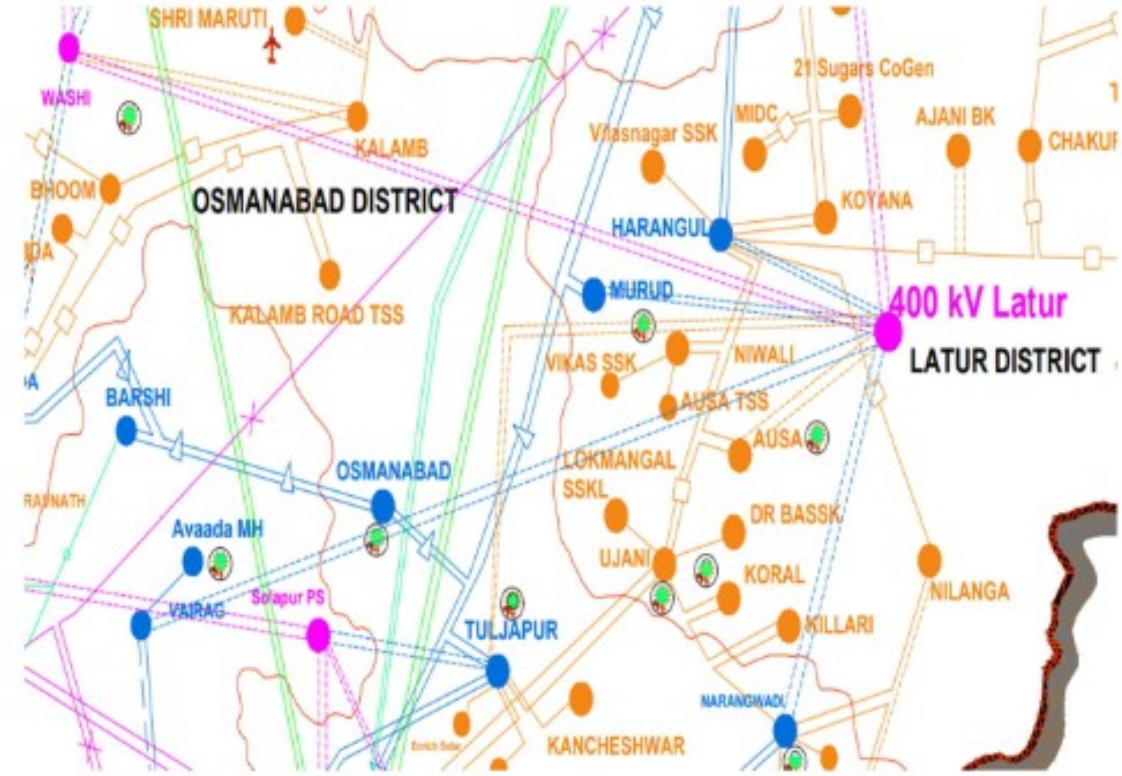
II. 400/220 kV Substation (to be constructed)

- **Substation Equipment**:
  - 3 × 500 MVA, 400/220 kV ICT
  - 3 × 315 MVA, 400/132 kV ICT

- **Transmission Line Works**
  - 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)
  - 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)
  - 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)
  - 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)
  - 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)
  - 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)
  - 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)

- **Bay Works**
  - 400 kV line bays at 400 kV Washi(Proposed)-
  - 220 kV line bays at 220 kV Harangul(Existing)
  - 220 kV line bays at 220 kV Murud (Existing)
  - 220 kV line bays at 220 kV Vairag(Existing)
  - 220 kV line bays at 220 kV Narangwadi(Existing)
  - 132 kV line bays at 220 kV Tuljapur (Existing)
  - 132 kV line bays at 132 kV Ausa (Existing)

11. Detailed map or maps of the proposed area of transmission, on a scale of not less than 10 centimeters to a kilometer, or if no such maps are available, of not less than that of the largest scale of ordnance maps available, depicting the proposed intra-State transmission system of the applicant.



12. List of the whole or any part of any cantonment, aerodrome, fortress, arsenal, dockyard or camp or any building or place in the occupation of the Government for defence purposes located within the proposed area of transmission.

The Applicant respectfully submits that, owing to the limited time available and the current stage of the Project, a detailed identification or listing of any cantonment, aerodrome, fortress, arsenal, dockyard, camp, or any building or place under the occupation of the Government for Defence purposes are not falling within the proposed transmission area as per our preliminary survey.

The Applicant undertakes to verify the same and to furnish the requisite details, if any, as and when such information becomes available.

13. List of streets or parts of streets which are repairable by a person other than the Central Government, State Government or local authority and of railways, tramways, canals and waterways for which the applicant has obtained authorization to undertake works.

The Applicant respectfully submits that, in view of its recent incorporation and the current early stage of project implementation, a detailed list of streets, railways, tramways, canals, waterways crossings, along with the corresponding authorizations are not falling within the proposed transmission area as per our preliminary survey. Detailed survey will be conducted.

The Applicant undertakes to obtain all requisite permissions and authorizations from the concerned authorities and to furnish the relevant details as and when the same become available.

Financial Information

14. Most recent three years of Accounting Statements together with Auditors' Reports, if any.

The Applicant is a project specific Special Purpose vehicle incorporated on 10.12. 2025.

The Auditor for the SPV was appointed on 10.03.2026 when was the entity under management of PFCCL. Appointment of Auditor is annexed herewith as Annexure - 2.

We will provide the accounting statement/ report as soon as the same is made.

15. Indicative investment plan and Network rollout plan for the next five years, detailing year-wise and area-wise rollout of the transmission system.

SPV Proposes to incur capital expenditure of Approx. INR 2,400 Cr over next 24 months. This is an indicative capital cost. The Hon'ble commission may seek further details and we shall provide the same.

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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 LATUR REZ TRANSMISSION LIMITED is incorporated on this TENTH day of DECEMBER TWO THOUSAND TWENTY FIVE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U42201DL2025GOI459301**

The Permanent Account Number (PAN) of the company is **AAGCL6115N***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELL14033F***

Given under my hand at Manesar this TENTH day of DECEMBER TWO THOUSAND TWENTY FIVE

Poonam Sharma

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:

LATUR 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)]

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Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

*** Table applicable to company as notified under schedule I of the Companies Act, 2013**

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL
D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL
E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

LATUR REZ TRANSMISSION LIMITED

2 The registered office of the company will be situated in the State of

Delhi

3 (a) The objects to be pursued by the company on its incorporation are:

1. To develop Power System Network
To plan, promote and develop an integrated and efficient power transmission system network in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports, construction, operation and maintenance of transmission lines, sub-stations, load dispatch stations and communication facilities and appurtenant works, coordination of integrated operation of state, regional and national grid system, execution of turn-key jobs for other utilities/organizations and wheeling of power in accordance with the policies, guidelines and objectives laid down by the Central Government from time to time.
2. To study, investigate, collect information and data

To study, investigate, collect information

	and data, review operation, plan, research, design and prepare Report, diagnose operational difficulties and weaknesses and advise on the remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub Stations. 3. To act as Consultants/ Technical Advisers of public/ private sector enterprises etc. To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission, distribution and sale of power.
(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are	1. To obtain authority etc. to carry out its objects To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad. 2. To obtain charters, concession etc. To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies

and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions, privileges, licenses or concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members.

3. To enter into Implementation/ Construction Agreement

To enter into any agreement, contract or any arrangement for the implementation of the power generation, evacuation, transmission and distribution system and network with Power/Transmission Utilities, State Electricity Boards, Vidyut Boards, Transmission Companies, Generation Companies, Licensees, Statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc.

4. To carry on the business or purchasing, importing, exporting and trading power

To carry on the business or purchasing, importing, exporting and trading of power subject to the provisions of Electricity Act, 2003 and to supply electric power generated by other plants to distribution companies, trading companies, other generation companies and other Persons, and in this regard execute agreements with Central and State generating authorities, departments or companies, Independent Power Producers and other Persons.

5. To enter into Agreements; etc.

To secure the payments of money, receivables on transmission and distribution of electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies,

other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc. through Letter of Credits/ESCROW and other security documents.
6. To execute transmission service Agreements
To execute Transmission Service Agreements or other agreements for transmission of power to distribution, trading, and other companies, State Electricity Boards, State Utilities and any other organization and Persons.
7. To co-ordinate with Central Transmission Utility
To coordinate with the Central Transmission Utility for transmission of electricity under the provisions of Electricity Act 2003.
8. To borrow money
Subject to provisions of Sections 73, 179, 180 and other applicable provisions of the Companies Act, 2013 and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or future and all or any of the uncalled capital for the time being of the Company as the Company may deem fit and to repay, redeem or pay off any such securities or charges.
9. To lend money
To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of goods and services on such terms

as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or to deal with the same.

10. To acquire, own, lease or dispose off the property

To own, possess, acquire by purchase, lease or otherwise rights, title and interests in and to, exchange or hire real estate, equipment, Transmission lines, lands, buildings, apartments, plants, equipment, machinery, fuel blocks and hereditaments of any tenure or descriptions situated in India or abroad or any estate or interest therein and any right over or connected with land so situated and turn the same to account in any manner as may seem necessary or convenient for the purpose of business of the Company and to hold, improve, exploit, re-organize, manage, lease, sell, exchange or otherwise dispose of the whole or any part thereof.

11. To deal in Scrips/Govt. Securities

Subject to applicable provisions of law, to subscribe for, underwrite, or otherwise acquire, hold, dispose of and deal with the shares, stocks, debentures or other securities and titles of indebtedness or the right to participate in profits or other similar documents issued by any Government authority, Corporation or body or by any company or body of persons and any option or right in respect thereof.

12. To create funds and appropriate profits

To create any depreciation fund, reserve fund, sinking fund, insurance fund, gratuity, provident fund or any other fund, for depreciation or for repairing, improving extending or maintaining any of the properties of the Company or for any other purposes whatsoever conducive to the interests of the Company.

13. To purchase or otherwise

acquire companies
To acquire shares, stocks, debentures or securities of any company carrying on any business which this Company is entitled to carry on or acquisition of undertaking itself which may seem likely or calculated to promote or advance the interests of the Company and to sell or dispose of or transfer any such shares, stocks or securities and the acquired undertaking.
14. To enter into partnership Agreement or Merge /amalgamate
To enter into partnership or into any agreement for joint working, sharing or pooling profits, joint venture, amalgamation, union of interests, co-operation, reciprocal concessions or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction in India or abroad which the Company is authorized to carry on or engage in any business undertaking having objects identical or similar to, as are being carried on by this Company.
15. To have agencies and branch offices in India and abroad
To establish and maintain agencies, branch offices and local agencies, to procure business in any part of India and world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as deemed proper in the interest of the Company.
16. To promote institutions or other companies
To promote and undertake the formation of any institution or Company or subsidiary company or for any aforesaid objects intended to benefit the Company directly or indirectly and to coordinate, control and guide their activities.
17(a) To acquire know how and import-export of machinery and tools etc.

To negotiate and enter into agreements and contracts with domestic and foreign companies, persons or other organizations, banks and financial institutions, in relation to the business of the Company including that of technical know-how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.

17(b) To negotiate and enter into agreements etc.

To negotiate and enter into agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc. 18. To enter into contracts/arrangements in connection with issue of shares/securities.

Upon and for the purpose of any issue of shares, debentures or any other securities of the Company, to enter into agreement with intermediaries including brokers, managers of issue/commission agents and underwriters and to provide for the remuneration of such persons for their services by way of payment in cash or issue of shares, debentures or other securities of the Company or by granting options to take the same or in any other manner as permissible under the law.

19. To enter into contracts of indemnity and/or guarantee

To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.

20. To arrange for Training and Development

To make arrangements for training of all categories of employees and to employ or otherwise engage experts, advisors, consultants etc. in the interest of achieving the Company's objects.

21. To promote conservation, protect environment, theft etc.

To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.

22. To provide for welfare of employees

To pay and provide for the remuneration, amelioration and welfare of persons employed or formerly employed by the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts. Further to undertake building or contributing to the building or houses, dwellings or chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

23. To take Insurance

To ensure any rights, properties, undertakings, contracts, guarantees or obligations or profits of the Company of every nature and kind in any manner with any person, firm, association, institution or company.

24.To share the profits pay, dividends and provide bonus etc

To distribute among members of the Company dividend including bonus shares out of profits, accumulated profits or funds and resources of the Company in any manner permissible under law.

25. To institute and defend the legal proceedings

To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to

compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made in any such arbitration.

26. To pay and subsequently write off preliminary expenses

To pay out of the funds of the Company all costs, charges, expenses and preliminary and incidental to the promotion, formation, establishment and registration of the Company or other expenses incurred in this regard.

27. To contribute and make donations

Subject to provisions of Companies Act, 2013 to contribute money or otherwise assist to charitable, benevolent, religious, scientific national, defense, public or other institutions or objects or purposes.

28. To open accounts in Banks

To open an account or accounts with any individual, firm or company or with any bank bankers or shrofs and to pay into and withdraw money from such account or accounts.

29. To accept gifts, donations etc.

To accept gifts, bequests, devises and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.

30. To pursue the objects of the Company as principal, agents, trustee or in any other capacity

To carry out all or any of the objects of the company and do all or any of the above things in any part of the world and either as principal, agent, contractor or trustee or otherwise and either alone or in conjunction with others.

31. To enter into Contracts

To negotiate and/or enter into agreement and contract with individuals, companies, corporations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.

32. To contribute towards promotion of trade and industry
To aid pecuniary or otherwise, any association, body or movement having for its object the solution, settlement or surmounting of industrial or labour problems or trouble or the promotion of industry or trade.

33. To take all necessary steps for winding up of the company
Subject to the provisions of Companies Act, 2013 or any amendment or re-enactment thereof in the event of winding up to distribute among the members in specie any property of the Company or any proceeds of sale on disposal of any property in accordance with the provisions of the Act.

34. To do and perform all coincidental and ancillary acts for the attainment of its objects
To do all such other things as may be deemed incidental or conducive to the attainment of the above Objects or any of them and to carry on any business which may seem to the Company capable of being conveniently carried in connection with any of the Company's Objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

35. To take up studies and research experiments.

To establish, provide, maintain and conduct or otherwise subsidies research laboratories and experimental workshops for scientific, technical or researches, experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical research experiments and tests of all kinds and to process, improve and invent new products and their techniques of manufacture and to promote, encourage, reward in every manner studies and research, scientific and technical investigations and inventions of any kind that may be considered likely to assist, encourage and promote rapid advances in technology, economies, import substitution or any business which the Company is authorized to carry on.

36. To evolve scheme for restructuring or arrangement.

Subject to provisions of the Companies Act,2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in 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 invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.
38. To sell, dispose or hive off an undertaking of the Company
To sell, dispose or hive off an undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company.
39. To sell, improve, manage, develop
To sell, improve, manage, develop, exchange, loan, lease or let, under-lease, sub - let, mortgage, dispose of, deal with in any manner, turn to account or otherwise deal with any rights or property of the Company.
40. To outsource parts of its activities
To outsource parts of its activities to achieve higher efficiencies and throughputs in the achievement of its business goals.

4 The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * [ ] rupees.

(iii) The share capital of the company is [100000] rupees, divided into

10000	Equity Share	Shares of	10	Rupees each	

6

☑ We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

☐ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	Shri Sanjay Kumar Nayak S/o Jagabandhu Nayak R/o K713, Jalvayu Tower, Sector-56, Gurgaon, Haryana - 122011, Occupation Service (As Nominee of PFC Consulting Limited)	0*1*7*9*	100 Equity,0 Preference		02/12/2025
2	PFC Consulting Limited having R/o First Floor, Urjanidhi,1, Barakhamba Lane, Connaught Place, New Delhi - 110001 through 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		02/12/2025
3	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		02/12/2025
4	Shri Rakesh Mohan S/o Lakshman Singh R/o Flat No 364, Sunehari Bagh Appartment, Sector-13 Rohini, Rohini sector-14, North West Delhi, Delhi - 110085 Occupation -Service (As Nominee of PFC Consulting Limited)	0*6*4*2*	100 Equity,0 Preference		02/12/2025
5	Shri Naveen Kumar S/o Jagdish Chander R/o F-024, Assotech Windsor Court Sector78, Noida, Uttar Pradesh, India 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	1*4*7*5*	100 Equity,0 Preference		02/12/2025
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*	100 Equity,0 Preference		02/12/2025

7	Shri Anubhav Kansal S/o Krishan Bhagwan Kansal R/o B1-304 3rd Floortower B1 Ivy County Sector-75 Gautam Buddha Nagar Noida Uttar Pradesh 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	1*5*8*3*	100 Equity,0 Preference		02/12/2025
Total shares taken			10000 Equity,0 Preference		

Signed before me

Membership type of the witness *(ACA/FCA/ACS/FCS/ACMA/FCMA)*	***Name of the witness**	***Address, Description and Occupation**	**DIN / PAN / Passport number / Membership number**	**DSC**	**Dated**
FCS	Prakash Verma	Address: Plot No-14, Rajbagh Colony, Sahibabad, Near Rajbagh Metro Station and Jain Mandir Road, Ghaziabad-201005, Uttar Pradesh, India, Description: Company Secretary in Practice, Occupation: Company Secretary in Practice.	9*5*		02/12/2025

7 Shri / Smt _____ _____ Of _____ resident of _____ aged _____ years shall be the nominee in the event of death of the sole member.

Form No. INC-34

e-AOA (e-Articles of Association)

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]

सत्यमेव जयते

Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

Table applicable to company as notified under schedule I of the Companies Act, 2013 *(F, G, H)*	F
Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to *(F – a company limited by shares G– a company limited by guarantee and having a share capital H – a company limited by guarantee and not having share capital)*	F - A COMPANY LIMITED BY SHARES
The name of the company is	LATUR REZ TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
☐	☑		• 1. Interpretation clause In the interpretation of theseArticles unless repugnant to the subject or context-ActThe Act means The Companies Act 2013 as amendedfrom time to time and includes any statutorymodification or re-enactment thereof for the time beingin force. Articles of the Company Articles means thearticles of association of a company as originally framedor as altered from time to time or applied in pursuance ofany previous company law or of this Act.Auditor(s)Auditor(s) mean and include personsappointed as such for the time being by the ComptrollerAuditor General of India. Board or Board of DirectorsBoard or Board of Directors in relation to a companymeans the collective body of the directors of thecompany. Books of Account Books of account includesrecords maintained in respect of (i)all sums of moneyreceived and expended by a company and matters inrelation to which the receipts and expenditure take place(ii) all sales and purchases of goods and services by thecompany (iii) the assets and liabilities of the companyand (iv) the items of cost as may be prescribed undersection 148 in the case of a company which belongs toany class of companies specified under that section.Capital Capital means the share capital for the timebeing raised or authorized to be raised for the purpose ofthe Company. CompanyShall means LATUR REZ TRANSMISSION LIMITED Debenture Debenture includesdebenture stock bonds orany other instrument of acompany evidencing a debt whether constituting acharge on the assets of the company or not. Director(s)Director means a director appointed to the Board of acompany under Section2(34) of the Act. DividendDividend includes any interim dividend. FinancialInstitution Financial Institution includes a scheduledbank and any other financial institution defined ornotified under the Reserve Bank of India Act 1934.Gender Words importing the masculine gender alsoinclude the feminine gender. Generation Company

	I	Generation Company shall mean any entity engaged in the business of generation of electricity.In Writing and Written In writing and Written include printing lithographyand other modes of representing or reproducing words in a visible form. key managerial personnel key managerial personnel in relation to a company means (i) the Chief Executive Officer or the managing director or the manager (ii) the company secretary (iii) the whole-time director (iv) the Chief Financial Officer and (v) such other officer as may be prescribed. Meeting or General 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 the meeting of the Directors including an adjourned meeting. Member Member in relation to a company means (i) the subscriber to the memorandum of the company who 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) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company (iii)every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository. Month Month means a calendar month.Office Office means the Registered Office of the company for the time being.paid-up share capital or share capital paid-up means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the company but does not include any other amount received in respect of such shares by whatever name called. Persons Persons include Corporations and firms as well as individuals.Power Transmission Utility Power Transmission Utility shall mean any entity engaged in the business of power transmission. Proxy Proxy includes Attorney duly constituted under a valid Power 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 company and b. has a minimum paid-up share capital as may be prescribed Provided that a company which is a subsidiary of acompany not being a private company shall be deemedto be public company for the purposes of this Act evenwhere such subsidiary company continues to be aprivate company in its articles. Registrar Registrar meansa Registrar an Additional Registrar a Joint Registrar aDeputy Registrar or an Assistant Registrar having theduty of registering companies and discharging variousfunctions under this Act. Register of Members Registerof Members means the Register of Members to be keptpursuant to the Act.Related Party Section 2(76)of the Actdescribes related party with reference to a companywhich means (i) a director or his relative (ii) a keymanagerial personnel or his relative (iii) a fi rm in which adirector manager or his relative is a partner (iv) a privatecompany in which a director or manager is a member ordirector (v) a public company in which a director ormanager is a director or holds along with his relativesmore than two per cent. of its paid-up share

			capital (vi)any body corporate whose Board of Directors managing director or manager is accustomed to act in accordancewith the advice directions or instructions of a director ormanager (vii)any person on whose advice directions orinstructions a director or manager is accustomed to actProvided that nothing in sub-clauses (vi) and (vii) shallapply to the advice directions or instructions given in aprofessional capacity (viii) any company which is (A) aholdingsubsidiary or an associate company of suchcompany or(B) a subsidiary of a holding company towhich it is also a subsidiary (ix) such other person asmay be prescribed.Seal Means the common seal of thecompany for the time being. Securities Exchange BoardSecurities and Exchange Board means the Securities andExchange Board of India established under section 3 ofthe Securities Exchange Board of India Act 1992.Securities Securities means the securities as defi ned inclause (h)of section 2 of the Securities Contracts(Regulation) Act1956.Share Means a share in the sharecapital of a company and includes stock. Share CapitalShare Capital means the total equity share capital of theCompany agreed to be issued and called the AuthorizedCapital of the Company as mentioned in theMemorandum of Association of the Company. SingularNumber Words importing the singular number includewhere the context admits the plural number and vice-versa. State Electricity Board State Electricity Boardmeans the Electricity Board or Vidyut Board or any otherbody by whatever namec alled set up by the StateGovernments under Electricity(Supply) Act 1948 asamended which expression shall include its successorsadministrators authorizedrepresentatives and permittedassigns. Transmission Company Transmission Companyshall mean any entity engaged in the business oftransmission of electricity.Year or Financial YearMeaning of Words Year means English calendar year andFinancial Year shall have the meaning assigned theretoby Section 2(41) of the Act.Unless the context otherwiserequires words or expressions contained in theseregulations shall bear the same meaning as in the Act orany statutory modifi cation there of in force at the date atwhich these regulations become binding on thecompany. Marginal Notes Marginal Notes are for ease ofreference only and shall not affect the construction andinterpretation of these Articles. Other Expressions Otherwords or expressions contained in these Articles shallbear the same meaning as a reassigned to them in theAct or any statutory modifi cations thereof. 2. Table F notto Apply The regulations contained in Table F in the FirstSchedule to the Companies Act 2013 shall not apply except to the extent that the same are repeated orc ontained or expressly made applicable by these Articles or by the Act but the regulations for the management of the Company and for the observance of the members thereof and the irrepresentatives shall subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed by the said Companies Act 2013 be such as contained in these Articles. 3.Business Purpose The Company shall be engaged in the business of Transmission of Electricity including construction operation maintenance and other related activities.
			Share Capital and Variation of rights

☐	☑	II 1	• 4. Share Capital Increase of capital by the Company and how carried into effect The Authorized Share Capital of the Company is as mentioned in clause V of the Memorandum of Association of the Company. The Company in General Meeting may from time to time by resolution increase its authorized share capital by creation of new shares such increase to be of such aggregate amount and to be divided in to shares of such respective amounts as may be determined by the General Meeting subject to the provisions of the Act.
☐	☑	2	• 5. New Capital same as existing capital Any capital raised by the creation of new shares shall be considered as part of the original capital and shall be subject to the same provisions herein contained with reference to the payment of calls and installments forfeiture lien surrender transfer and transmission voting and otherwise
☐	☑	3	• 6. Reduction of Capital The Company may from time to time by special resolution reduce its capital which may be paid off either with or without extinguishing or reducing liability on shares which is in excess of the wants of the company or canceling such share capital which has been lost or is unrepresented by available assets.
☐	☑	4	• 7. Subdivision and consolidation of shares The Company in general meeting may from time to time sub-divide or consolidate its shares or any of them and exercise any of the other powers conferred by Section 61 of the Act and shall file with the Registrar such notice of exercise of any such powers as may be required by the Act.
☐	☑	5	• 8. Register and Index of Members Beneficial owners The Company shall cause to be kept a Register and also an Index of Members and Debenture-holders in accordance with Sections 88 of the Act. Further as permissible under Section 88 of the Act the register and Index of beneficial owners maintained by a Depository shall be deemed 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 any country outside India a Foreign Register of members resident in that country subject to compliance with the provisions of Section 88 of the Act
☐	☑	7	• 10. Shares to be numbered distinctively The shares in the capital held otherwise than in the depository mode shall be numbered progressively in sequence and given distinctive number Except and in the manner here in mentioned no share shall be forfeited or surrendered and shall continue to bear the number which it had originally borne.
☐	☑		• 11. Share Application Money The Company shall ensure that the share application money paid is held by it in anaccount with a Scheduled CommercialBank (in thenameof the Company). 12. Further Issue of Capital (a)Where at any time the Company wishes to raise its subscribed share capital by issue of further shares it shall first offer such shares to its existing shareholders inproportion to their existing shareholdings on the date of such issue. Such offer to the existing shareholders

		shall be inaccordance with the provisions of Section 62 of the Act.(b) The Company shall subject to applicable provisions of the Act and Articles of Association make uniform calls from time to time upon all the Shareholders in respect of the moneys remaining unpaid on the issued share capital 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 these Articles and of the Act the shares including any shares forming part of any increased capital of the Company shall be under the control of the Directors who may allot or otherwise dispose off the shares to such persons in such proportion on such terms and conditions and at such times asthe Directors may think fi t and subject to the sanction of the Company in GeneralMeeting subject to the provisions of Sections 52 and section 54 of theAct at a premium or parand such optionbeing exercisable for such time and forsuch consideration as the Directors think fit. TheBoard shallcause to be fi ledthe returns as to allotmentprovided forin Section 39(4) of the Act. 14. Issueofshares forconsideration other than cash Subject tothese Articlesand theprovisions of the Act if any theBoard may issueand allot shares in thecapital of theCompany as paymentor in consideration or as partpayment or inpartconsideration of the purchase oracquisition of anyproperty or forservices rendered to theCompany in theconduct of its business and shareswhichmay be soissued or allotted shall be credited or deemedto becreditedas fully paid up or partly paid up shares.15.Power of Company to Issue SharesThe CompanyinGeneral Meeting may subject to the provisions ofSection42 62of the Act provide that any shares (whetherformingpart of the original capitalor of any increasedcapital ofthe Company) shall be offered to suchpersons(whethera Member or not) in such proportionand on such termsand conditionsof the Act) at apremium or at par or at adiscount as such GeneralMeetingshall determine andwith full power to give anyperson (whether a Memberornot) the option to call for orbe allotted shares of anyclass of the Companyeithersubject to compliance withthe provisions of Sections 52and 54 of theAct at apremium or at par or at discountsuch option beingexercisable at suchtimes and for suchconsideration asmay be directed by such GeneralMeeting ortheCompany in General Meeting may makeany otherprovisions whatsoever for theissue allotment ordisposalof any shares. 16. Acceptance of sharesAnypersonapplying for shares in the Company followedbyan allotment of any shares andsubscribers totheMemorandum shall be a shareholder within themeaningofthese Articles and every person whose nameis on theRegister of Members shallfor the purposes oftheseArticles be a Member of the Company. 17. Depositcalltobe a debt payable Immediately The Money (if any)whichthe Board shall onthe application for allotment ofanyshares being made by them require ordirect to bepaid byway of deposit call or otherwise in respect ofanysharesallotted by them shall immediately ontheinsertion of the name of the allotteein the RegisterofMembers as the name of the holder of suchsharesbecome adebt due to and recoverable by theCompanyfrom the allottee thereof and shallbe paid byhimaccordingly. 18. Liability of Members Every Memberorhis heirsexecutors or administrators shall pay

	8	to theCompany the portion of the capitaland premium ifanyrepresented by or payable on his share or shareswhichmayfor the time being remain unpaid thereon insuchamounts at such time or timesand in such manneras theBoard shall from time to time in accordancewiththeCompanys regulations require or fi x for thepaymentthereof. 19. ShareCertifi cates A certifi cateissued underthe common seal of the companyspecifyingthe sharesheld by any person shall be prima facieevidence ofthetitle of the person to such shares. (a)Every Memberor allottee of shares whois holding suchshares in thephysical form shall be entitled withoutpaymentto receivecertifi cate specifying the name of theperson in whosefavour it isissued the shares to which itrelates and theamount paid-up thereof. Suchcertifi catesshall be issuedonly in pursuance of a resolution passedby theBoardand on surrender to the Company of theletter ofallotment or thefractional coupons of requisitevaluesave in case of issues against letters ofacceptanceor ofrenunciation or in cases of issue of bonus shares.Everysuchcertifi cate shall be issued under the seal oftheCompany which shall beaffi xed in the presence oftwoDirectors and the Secretary or someotherpersonappointed by the Board for the purpose andthetwo directors and the Secretaryor other personsasauthorized by the Board shall sign the sharecertifi cate.Provided if the composition of the Boardpermits ofit at least one of theaforesaid two directorsshall be aperson other than a Managing or a WholeTimeDirector.Particulars of every share certifi cateissued shall beentered in theRegister of Membersagainst the name ofthe person to whom it has beenissuedindicating the dateof issue. For issue of anyfurther duplicate certifi catetheBoard shall be entitled tocharge such amount which shallnot exceed fi ftyRupeesper Certifi cate. (b) A Directormay sign a share certifi cateby affi xinghis signaturethereon by means of anymachine equipment or othermechanicalmeans such asengraving in metal orlithography but not by means of arubberstamp.PROVIDED that the Director shall bepersonallyresponsible for the safecustody of suchmachineequipment or other material used for thepurpose.20.Renewal of Share Certifi cates (a) Nocertifi cate ofany share or shares shallbe issued either inexchange forthose which are sub-divided orconsolidated orinreplacement of those which aredefaced mutilated torn orold decrepitdestroyed or wherethe pages on the reversefor recording transfers havebeenduly utilized unless thecertifi cate in lieu of which itis issued is surrenderedtothe Company and for issuingsuch share certifi cate thecompany may chargesuch feeas the Board thinks fi t notexceeding twenty rupees percertifi cate.(b) When anewshare certifi cate has beenissued in pursuance of clause(a) ofthis Article it shallstate on the face of it and againstthe stub or counterfoilto the effect that it is Issued in lieuof share certifi cateNosub-divided replaced onconsolidation. (c) If a sharecertifi cate is lost ordestroyeda new certifi cate in lieuthereof shall be issued only withthe priorconsent of theBoard and on such reasonableterms such as furnishingsupportingevidence andindemnity and the payment ofout-of-pocket expensesincurred bythe Company ininvestigating evidenceproduced as the Board thinks fi t.(d)When anew sharecertifi cate has been

		issued inpursuance of clause (c) of thisArticle it shall state onthe face of it and against thestub or counterfoil totheeffect that it is duplicate issuedin lieu of sharecertifi cate No. and theword duplicateshall be stampedor printed prominently on the face ofthe sharecertifi cate.(e) Where anew share certifi catehas been issued inpursuance ofclause (a) and orclause(c) of this Articleparticulars of every suchsharecertifi cate shall beentered in a Register ofRenewed and DuplicateShareCertifi cates indicatingagainst the name(s) of theperson(s) to whom thecertifi cate is issued the numberand date of issue of the sharecertifi cate inlieu of whichthe new certifi cate is issuedand the necessary changesindicatedin the Register ofMembers by suitable crossreference in the Remarkscolumn.(f) All blank forms tobe used for issue of sharecertifi cates shall beprintedand the printing shall be doneonly on theauthority of a resolution of the Boardand theblank formsshall be consecutively machine-numberedand the formsandthe blocks engravings facsimilesrelating to theprinting of such forms shallbe kept in thecustody of theSecretary or of such other person as theBoardmayappoint for the purpose and the Secretary orthe otherperson aforesaidshall be responsible forrendering anaccount of these forms to the Board. (g)TheCommitteeof the Board Company Secretary of theCompany or aDirectorspecifi cally authorized by theBoard for suchpurpose shall be responsible forthemaintenancepreservation and safe custody of all booksanddocumentsrelating to the issue of share certifi catesincluding the blank forms of sharecertifi catesreferred toin clause (f). (h) All books referred to in clause(g)shallbe preserved in good order for not less than thirtyyearsand in disputedcases shall be preservedpermanently.21. Joint holders (a) Where two ormorepersons areregistered as the holders of any sharethey shall betreated as asingle shareholder and shall bedeemed tohold the same as joint holders withbenefi tsofsurvivorship subject to the following andotherprovisionscontained in these Articles. (b) TheCompanyshall be entitled to decline toregister more thanfourpersons as the holders of any share. (c) TheJointholdersof any share shall be liable severally as wellas jointly forand inrespect of all calls and other paymentswhichought to be made in respect ofsuch shares. (d) Onthedeath of any such joint holder the survivororsurvivorsshall be the only person or personsrecognized by theCompany ashaving any title to theshare but the Directorsmay require such evidenceofdeath as they may deem fi tand nothing hereincontained shall be taken torelease theestate of thedeceased joint holder from any liability onsharesheld byhim jointly with any other person. (e)Delivery of sharecertifi cate toany one of such jointholders shall bedeemed to be delivery to all of themandany one of suchjoint holders may give effectualdischarge and receiptsfor anydividends or other moneyspayable in respect ofsuch shares and or in respectof anyother obligation ofthe Company towards them. (f) Onlythe personwhosename stands in the Register ofMembers as the fi rst of the joint holders of anysharesshall be entitled todelivery of the certifi cate relating tosuch shareor toreceive notices from the Company andany notice givento such personshall be deemed propernotice to all

			jointholders. (g) Any one of two or morejointholders may voteat any meeting eitherpersonally or by proxy in respectofsuch share as if hewere solely entitled thereto and ifmore than one ofsuchjoint holders be present at anymeeting personally or byproxy the holderwhose namestands fi rst or higher (asthe case may be) on theRegister ofMembers in respectof such share shall alonebe entitled to vote inrespectthereof. PROVIDED alwaysthat a memberpresent at any meeting personally shallbeentitled to votein preference to a person present by proxyalthoughthename of such person present by proxystands fi rst onthe Register of Members inrespect ofsuch shares. 22.Terms and Conditions of PreferenceShares Subjecttothe provisions of section 55 anypreference shares maywith the sanction ofan ordinaryresolution be issued onthe terms that they are to beredeemed onsuch termsand in such manner as thecompany before the issue ofthe shares mayby specialresolution determine.
			Lien
☐	☑	9	• 23. Company to have lien on shares The Companyshallhave a first and paramount lien upon all shares(otherthan fully paid up shares) registered inthe name of each member (whether solely or jointly with others) and upon the sale proceeds thereof for all moneys(whetherpresently payable or not) called or payable at a fixed time in respect of all such shares (notbeing fully paidup) forall moneys presently payable by him or his estate to the Company. Any such lien shall extend to all dividends payable and bonuses declared from time to time declared in respect of such shares.
☐	☑	10	• 24. Enforcing lien by sale For the purpose of enforcingsuch lien the Board may sell the shares subject theretoinsuch manner as they shall think fi t and for thatpurpose it may cause to be issued a duplicate certifi catein respectof such shares and may authorize one of theirDirectorsto execute a transfer thereof on behalf of and inthename of the Board. No sale shall be made until noticeperiod for making call as aforesaid have expired anduntilnotice in writing of the intention to sell shall havebeenmade known to the shareholder for default inpaymentand default has been made by him in thepayment ofmoney called in respect of such shares forthirty daysafter the date of such notice. Upon issue of aduplicatecertifi cate or certifi cates in lieu of the originalshare thecertifi cate or certifi cates originally issued shallstandcancelled and become null and void and the sameshallhave no effect.
☐	☑	11	• 25. Application of proceeds of sale The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount as is presently payable and the residue ifanyshall (subject to a like lien for sums not presently payable as existed upon the shares before sale) 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

		13	have been issued and subject to the conditions ofallotment bya resolution passed at a meeting of the Board (and not by resolution by circulation) make suchcallas it thinks fi tupon the Members in respect of all moneys unpaid on theshares held by them respectivelyand each member shallpay the amount of every calls omade on him to the person or persons and at the timesand places appointedby the board. A call may be made payable by installments.
☐	☑	14	• 27. Notice of calls Not less than thirty days notice in writing of any call shall be given by the Company specifying the time and place of payment and the personor persons to whom such call shall be paid.
☐	☑	15	• 28. When call made A call shall be deemed tohavebeenmade 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 fromtimeto time at its discretion extend the time fi xed for the payment of any call and may extend such time as toallor any of the Members for reasons which the Board may consider satisfactory but no Member shall be entitled tosuch 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 there of or any such extension thereof asaforesaid heshall be liable to pay interest on the samefrom the dayappointed for the payment thereof to thetime of actualpayment at rate not exceeding 10 per centper annum asmaybe decided by the Board but the Boardmay in itsabsolute discretion and in specialcircumstances waiveor reduce the levy of interest asdeemed appropriate.Sums deemed to be call Any sumwhich by the terms ofi ssue of a share becomes payableon allotment or at anyfi xed date whether on account ofthe nominal value ofthe share or by way of premium shallfor the purposes ofthese Articles be deemed to be a callduly made andpayable on the date on which by the termsof issue thesame becomes payable and in case of non-payment allthe relevant provisions of these Articles as topayment ofi nterest and expenses forfeiture or otherwiseshall applyas if such sum had become payable by virtueof a callduly made and notifi ed. 32. Sums deemed to becall Anysum which by the terms of issue of a sharebecomespayable on allotment or at any fi xed datewhether onaccount of the nominal value of the share orby way ofpremium shall for the purposes of theseArticles bedeemed to be a call duly made and payable onthe dateon which by the terms of issue the samebecomespayable and in case of non-payment all therelevantprovisions of these Articles as to payment ofinterest andexpenses forfeiture or otherwise shall applyas if suchsum had become payable by virtue of a callduly madeand notifi ed. 33. Partial payment not toprecludeForfeiture Neither the receipt by the Company ofaportion of any money which shall from time to timebedue from any Member to the Company in respect ofhisshares either by way of principal or interest

			noranyindulgence granted by the Company in respect ofthepayment of any such money shall preclude theCompanyfrom there after proceeding to enforce aforfeiture ofsuch shares as hereinafter provided. 34.Payment inanticipation of calls may carry interest TheBoard may ifi t thinks fi t agree to and in anticipationreceive from anyMember willing to advance the same allof calls moneyor any part of the amounts of hisrespective sharesbeyond the sums actually called up andupon themoneys so paid in advance or upon so muchthereoffrom time to time and at any time thereafter asexceedsthe amount of the calls then made upon and dueinrespect of the shares on account of whichsuchadvances are. made the Board may pay or allowinterestat such rate as the Member paying the sum inadvanceand the Board agree upon. The Board may agreeto repayat any time any amount so advanced or may atany timerepay the same upon giving to the Member threemonthsnotice in writing. PROVIDED that moneys paid inadvanceof calls on any shares may carry interest butshall notconfer a right to dividend or to participate inprofi ts. (b)No Member paying any such sum in advanceshall beentitled to voting rights in respect of the moneysso paidby him until the same would but for suchpaymentbecome presently payable.
			Transfer of shares
☐	☑	19	• 35. Register of Transfers The Company shall maintain a Register of Transfers and therein shall be fairly and distinctively enter the particulars of every transfer or transmission of any share in the physical form.
☐	☑	20	• 36. Form of transfer The instrument of transfer shall beinwriting and in such form as prescribed under the Act.Allthe provisions of Section 56 of the Act shall bedulycomplied with in respect of all transfers and oftheregistration thereof. The Company shall not chargeanyfee for registration of a transfer of shares ordebentures.
☐	☑	21	• 37. Instrument of Transfer to be completed and presented to the Company The Instrument of Transfer duly stamped and executed by the transferor and thetransferee shall be delivered to the Companyinaccordance with the provisions of the Act.Theinstrument of transfer shall be accompanied bytheShare Certifi cate or such evidences the Boardmayrequire to prove the title of transferor and his righttotransfer the shares and every registered InstrumentofTransfer shall remain in the custody of the Companyuntildestroyed by order of the Board. Any instrumentoftransfer which the Directors may decline to registershallbe returned to the person depositing the same.
☐	☑		• 38. Transferor deemed to be holder The transferorshallbe deemed to be the holder of such shares untilthename of the transferee shall have entered in theRegisterof Members in respect thereof. Before theregistration ofa transfer the certifi cate or certifi cates ofthe sharesmust be delivered to the Company along withTransferDeed. No transfer to insolvent etc. 39. Notransfer shallbe made to a person of unsound mind or toan insolvent.40. Closure of Register of MembersDebenture holdersThe Directors

		22	shall have power on giving not less thanseven days previous notice asrequired by Section 91ofthe Act to close the Register ofTransfer Register ofMembers or Register of Debentureholders or the registerof other security holders of theCompany for any periodor periods not exceeding in theaggregate forty-fi ve daysin each year (but not exceedingthirty days at any onetime) as they maydetermine.41.Nomination byshareholder Every share-holder or debenture holder mayat any time nominate inthe prescribed manner a personto whom his shares ordebenture shall vest in the eventof his death as providedin Section 72 of the Act.42.Titleto shares of deceasedholder In the event there is nonomination the executorsor administrators of adeceased Member or the holder ofa SuccessionCertifi cate in respect of the shares of adeceasedMember (not being one of two or more jointholders)shall be the only persons whom the Companywill bebound to recognize as having any title to thesharesregistered in the name of such Member andtheCompany shall not be bound to recognizesuchexecutors or administrators or holders unlesssuchexecutors administrators or holders shall have fi rstobtained probate or Letters of AdministrationorSuccession Certifi cate as the case may be from adulyconstituted Court in India. PROVIDED that theDirectorsmay at their absolute discretion dispensewithproduction of Probate Letters of AdministrationorSuccession Certifi cate upon such terms as toindemnityor otherwise as they think fi t and may enterthe name ofthe person who claims to be absolutelyentitled to theshares standing in the name of a deceasedMember as a Member.
			Transmission of shares
☐	☑	23	• 43.Transmission of Shares Subject to the provisionsofthe Act any person becoming entitled to any shareinconsequence of the death lunacy or insolvency of anyMember or by any lawful means other than by atransferin accordance with these Articles may with theconsentof the Directors (which they shall be under noobligationto give) and upon producing such evidencethat he sustains the character in respect of which heproposesto act under this. Article or of his title as theDirectors may require and upon such indemnity as theDirectorsmay require either be registered as a Member inrespect of such shares or elect to have some personnominated by him and approved by the Directorsregistered as aMember in respect of such shares.PROVIDED that if such persons shall elect to have hisnominee registered he shall testify his election byexecuting in favor of his nominee an instrument oftransfer in accordance withthese Articles and until hedoes so he shall not be freed from any liability in respectof such shares.
☐	☑	24	• 44. Right of Board to decline or suspend registration(i)Any person becoming entitled to a share inconsequence of the death or insolvency of a membermay upon suchevidence being produced as may fromtime to timeproperly be required by the Board andsubject ashereinafter provided elect either -(a) to beregistered himself as holder of the share or(b) to makesuch transfer of the share as the deceased orinsolventmember could have made. (ii) The Board shall

			in eithercase have the same right to decline orsuspendregistration as it would have had if the deceasedorinsolvent member had transferred the share beforehisdeath or insolvency.
☐	☑	25	• 45. The Company not liable for disregard of noticeprohibiting registration of transfer The Company shallincur no liability or responsibility whateverinconsequence of its registering or giving effect toanytransfer of shares made or purported to be made byanyapparent legal owner thereof (as shown or appearinginregister of Members) to the prejudice of personshavingor claiming any equitable right title or interest to orin thesame shares notwithstanding that the Companymayhave had notice of such equitable right title orinterest ornotice prohibiting registration of such transferand mayhave entered such notice or referred to it in anybook orattended or given effect to any notice which mayhavebeen given to it of any equitable right title or interestorbe under any liability whatsoever for refusing orneglecting so to do though it may have been enteredorreferred to in some book of the Company but theCompany shall nevertheless be at liberty to regard andattend to any such notice and give effect thereto if theDirectors shall so think fi t.
☐	☑	26	• 46. Rights of successors A person becoming entitled toashare by reason of the death or insolvency of the holdershall be entitled to the same dividends and otheradvantages to which he would have been entitled ifhewere the registered holder of the shares except thatheshall not before being registered as a Member inrespectof the shares been titled to exercise any rightconferredby membership in relation to meetings of theCompany. PROVIDED that the Directors shall at any timegive notice requiring any such person to elect to beregistered himself or to transfer the shares and if thenotice is not complied within ninety days from the dateof issue of the notice the Directors may thereafterwithhold payment ofall dividends bonuses or othermoneys payable inrespect of the shares until therequirements of the noticehave been complied with.
☑	☐	27	• In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company.
			Forfeiture of shares
☐	☑	28	• 47. If money payable on shares not paid notice to be given to members If any Member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any such extensionthereofas aforesaid the Board may at any time

		thereafterduringsuch time as any part of the call or installment.
☐ ☑	29	• 48. Contents of Notice The notice shall name afurtherday (not being less than fourteen days from thedate ofthe service of notice) and a place or places onand at which such call or installment and such interestthereonat such rate as the Directors shall determine fromtheday on which such call or installment ought to havebeenpaid and expenses as aforesaid are to be paid. Thenotice shall also state that in the event ofthenonpayment on or before the day at or before thetimeand atthe place appointed the shares in respect ofwhichthe call was made or installment is payable shallbeliable to be forfeited.
☐ ☑	30	• 49. In default of payment shares to be Forfeited If therequirement of any such notice as aforesaid arenotcomplied with every or any share in respect ofwhichsuch notice has been given may at any timethereafterbut before payment of all calls or installmentsinterestand expenses due in respect thereof be forfeitedby aresolution of the Board to that effect. Suchforfeitureshall include all dividends declared or any othermoneyspayable in respect of the aforesaid share and notactuallypaid before the forfeiture. In default of paymentsharesto be Forfeited.
☐ ☑	31	• 50. Notice of forfeiture to a Member When any shareshall have been so forfeited notice of the forfeiture shallbe given to the Member in whose name it stoodimmediately prior to the forfeiture and an entry of theforfeiture with the date thereof shall forthwith be madeinthe Register of Members but no forfeiture shall be inany manner invalid by any omission or neglect to make any such entry as aforesaid in the Register.
☐ ☑	32	• 51. Forfeited share to be property of the Company andmay be sold etc. Any share so forfeited shall be deemedto be the property of the Company and maybe sold reallotted 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 demand all calls installment interest and expensesowing upon or in respect of such shares at the time oftheforfeiture together with interest accrued thereon at thetime of the forfeiture at such rate as the Board maydetermine and the Board may enforce the paymentthereof if it thinks fit.
☐ ☑		• 53. Effect of forfeiture The forfeiture of a share shallinvolve extinction at the time of the forfeiture ofallinterest in and all claims and demands against theCompany in respect of the share and all otherrightsincidental to the share except only such of thoserightsas by these Articles are expressly saved. 54.Evidence offorfeiture A declaration in writing byChairman or Managing Director of the Company or by any person dulyauthorised in this regard that certainshares in theCompany have been duly forfeited on

		34	a datestated in the declaration shall be conclusive evidence ofthe factstherein stated as against all persons claiming tobeentitled to the shares and such declaration andthereceipt of the Company for the consideration if anygivenfor the shares on the sale or disposition thereofshallconstitute a good title to such shares and theperson towhom the shares are sold shall be registered astheholder of such shares and shall not be bound to seeas tothe application of the purchase money nor shall histitleto such shares be affected by any irregularity orinvalidityin the proceedings in reference to suchforfeiture sale ordisposition. 55. Validity of sale underArticles offorfeitedshares Upon any sale after forfeitureor forenforcing a lien in purported exercise of thepowersherein before given the board may appoint somepersonto execute an instrument of transfer of the sharessoldand cause the purchasers name to be entered in theRegister of Members in respect of the shares soldandthe purchaser shall not be bound to see the regularityofthe proceedings or to the application of thepurchasemoney and after his name has been entered intheRegister in respect of such shares the validity of thesaleshall not be impeached by any person and theremedy ofany person aggrieved by the sales hall be indamagesonly and against the Company exclusively.56.Cancellation of Share Certifi cates in respect offorfeitedshares Upon any sale re-allotment or otherdisposalunder the provisions of the preceding Articlesthecertifi cate or certifi cates originally issued in respectofthe relative shares shall (unless the same shallondemand by the Company have been(previously)surrendered to it by the defaulting member)standcancelled and become null and void and of noeffect andthe Directors shall be entitled to issue aduplicate certifi cate or certifi cates in respect of the saidshares tothe person or persons entitled thereto. 57.Power to annul forfeiture The Board may at any timebefore anyshare so forfeited shall have been sold re-allotted orotherwise disposed of annul the forfeiturethereof uponsuch terms and conditions as it thinks fi t.
			Alteration of capital
☐	☑	35	• 58. Alteration of Share Capital The company may fromtime to time by ordinary resolution increase the sharecapital by such sum to be divided into shares of suchamount as may be specifi ed in the resolution. Subject tothe provisions of section 61 the company may byordinary resolution the Company may from time to time-(a) consolidate and divide all or any of its share capitalinto shares of larger amount than its existing shares(b)convert all or any of its fully paid-up shares into stockand reconvert that stock into fully paid-up shares ofanydenomination (c) Sub-divide its shares or any oftheminto shares of smaller amount than is fi xed by thememorandum so however that in the sub-divisiontheproportion between the amount paid and the amountifany unpaid on each reduced share shall be the sameasit was in the case of the share from which thereducedshare is derived. (d) Cancel any shares which asthe dateof the passing of the resolution have not beentaken or agreed to be taken by any person and diminishtheamount of its share capital by the amount of the sharesso cancelled. The resolution whereby any

			shareissubdivided may determine that as between the holdersof the shares resulting from such sub-division one ormore of such shares shall have some preferenceorspecial advantage as regards dividend capital votingorotherwise over or as compared with the others orothersubject to the provisions of the Act. Subject to theprovisions of Sections 66 of the Act the Board mayaccept from any member the surrender on suchtermsand conditions as shall be agreed of all or any ofhisshares. The company may by special resolutionreduce inany manner and with and subject to anyincident authorised and consent required by law --(a) itssharecapital (b) any capital redemption reserveaccountor (c)any share premium account.
☐	☑	36	•
☐	☑	37	•
☐	☑	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 PremiumAccountor the Capital Redemption Reserve Account oranymoneys investment or other assets forming part ofthe undivided profi ts including profi ts or surplusmoneysarising from the realization and (when permittedby thelaw) from the appreciation in value of any capitalassetsof the Company standing to the credit of theGeneralReserve or any other Reserve or Reserve Fund oranyother Fund of the Company or in the hands oftheCompany and available for dividend be capitalized- (a) bythe issue and distribution of shares as fully paid-upandto the extent permitted by the Act debenturesdebenturestock bonds or other obligations of theCompany or (b)by crediting share of the Company whichmay have beenissued and are not fully paid-up with thewhole or anypart of the sum remaining unpaid thereonPROVIDED that any amounts standing to the credit of theSharePremium Account or the Capital RedemptionReserveAccount shall be applied only in crediting thepayment ofcapital on shares to be issued to Members asfully paidbonus shares (Further capitalization of reservecreatedby the revaluation of assets are not to be usedforissuance of Bonus Shares as per section 63 of theAct).(2) Such issue and distribution under sub-clause (1)(a)of this Article and payment to the credit of unpaidsharecapital under sub-clause (1) (b) of this Article shallbemade among and in favour of the Members or anyclassof them or any of them entitled thereto andinaccordance with their respective rights and interestsandin proportion to the amount of capital paid-up ontheshares held by them respectively in respect ofwhichsuch distribution or payment shall be made onthefooting that such Members become entitled theretoascapital. (3) The Directors shall give effect to anysuchresolution and for the said purpose the Board maysettleany diffi culty which may arise in regard todistribution asit thinks expedient including in regard tofractionalentitlements and shall apply such profi tsGeneralReserve other Reserve or any other Fund or account asaforesaid as may be required for the

			purposeof making payment in full on the shares or otherobligations of theCompany so distributed under subclause (1) (a) of this Article or (as the case may be)forthe purpose of payingin whole or in part the amountremaining unpaid on theshares which may have beenissued and are not fullypaid-up under sub-clause (1) (b)above. PROVIDED that no such distribution or paymentshall be made unlessrecommended by the Directors andif so recommended such distribution and payment shallbe accepted by suchMembers as aforesaid in fullsatisfaction of their interestin the said capitalized fund.(4) For the purpose of givingeffect to any such resolutionthe Directors may settleanydiffi culty which may arise inregard to the distributionor payment as aforesaid as theythink expedient and inparticular they may issue fractionalcertifi cates and may fi x the value for distribution of anyspecifi c asset and may determine that any cash paymentbe made to anyMembers on the footing of the value sofi xed and may vest any such cash shares debenturesstock bonds orother obligations in trustees upon suchtrusts for thepersons entitled thereto as may seemexpedient to thedirectors and generally may makearrangement for theacceptance allotment and sale ofsuch shares debentures debentures stock bonds or otherobligations and fractional certifi cates or otherwise asthey may think fi t. (5) When deemed requisite a propercontract shall befi led in accordance with the Act and theBoard mayappoint any person to sign such contract onbehalf of the Members entitled as aforesaid. Subject tothe provisionsof the Act and these Articles in caseswhere some of theshares of the Company are fully paidand others arepartly paid such capitalization may beeffected by thedistribution of further shares in respect ofthe fully paidshares and by crediting the partly paidshares with thewhole or part of the unpaid liabilitythereon but so that asbetween the holders of the fullypaid shares and thepartly paid shares the sums soapplied in the payment ofsuch further shares and in theextinguishment ordiminution of the liability on the partlypaid shares shallbe applied pro rata in proportion to theamount thenalready paid or credited as paid on theexisting fully paidand partly paid shares respectively.
☐	☑	40	•
			Buy-back of shares
☐	☑	41	• 60. Buy Back of Shares Notwithstanding anythingcontained in these articles but subject to the provisionsof sections 68 to 70 and any other applicable provisionof the Act or any other law for the time being in force thecompany may purchase its own shares or other specifi edsecurities.
			General meetings
☐	☑	42	• 61. Annual General Meeting The Company shall ineachyear hold a General Meeting as its AnnualGeneralMeeting in addition to any other meeting in thatyear. AllGeneral Meetings other than Annual GeneralMeetingsshall be called Extraordinary General Meetings.If for anyreason beyond the control of the Board thegeneralmeeting (including an Annual General meeting)cannotbe held on the appointed day the Board shall havepowerto postpone the General meeting of which a noticeshould be given to the members. Every

			member oftheCompany shall be entitled to attend either in personor by proxy and the Auditor of the Company shall havethe rightto attend and to be heard at any General Meetingwhichhe attends on any part of the business whichconcernshim as Auditor.
☐	☑	43	• 62. Extraordinary General Meeting The Boardmaywhenever it thinks fi t call an ExtraordinaryGeneralMeeting of the Company. The Board shall attherequisition in writing by a Member or Membersholding inthe aggregate not less than one-tenth of suchof thepaid-up capital of the company on that dateandcarriesthe right of voting in regard to the matterinrespect of which the requisition has been made.63.Requisition of Members to state object of MeetingAnyvalid requisition so made by Members must statetheobject or objects of the meeting proposed to becalledand must be signed by the requisitionists anddepositedat the registered offi ce of the company.PROVIDED thatsuch requisition may consist of severaldocuments in likeform each signed by one or morerequisitionists. 64. Onreceipt of requisition Directors tocall meeting and indefault requisitionists may do soUpon the receipt of anysuch requisition the Board shallforthwith call anExtraordinary General Meeting and ifthey do not proceedwithin twenty-one days from the dateof the requisitionbeing deposited at the Registered Offi ce to cause ameeting to be called on a day not later thanforty-fi vedays from the date of deposit of the requisitiontherequisitionists or such of their number asrepresenteither a majority in value of the paid-up sharecapital heldby all of them or one-tenth of such of thepaid-up sharecapital of the Company as is referred to inSection 100(2)of the Act whichever is less maythemselves call themeeting but in either case anymeeting so called shallbeheld within three months fromthe date of the depositof the requisition as aforesaid. 65.Meeting called byrequisitionists Any meeting calledunder the foregoingArticles by the requisitionists shall becalled in the samemanner as nearly as possible as that inwhich meetingsare to be called by the Board. 66. Twenty-one days noticeof meeting to be given A general meetingof a Companymay be called by giving not less than cleartwenty-onedays notice either in writing or throughelectronic modein such a manner as may be prescribedEvery notice of ameeting shall specify the place date dayand the hour ofmeeting and shall contain statement ofthe business tobe transacted at such meeting. And Thenotice of everymeeting shall be given to every member ofthe CompanyLegal Representative of any deceasedmember or theassignee of an insolvent member auditoror auditors ofthe Company and every director of theCompany and allsuch persons as are under theseArticles entitled toreceive notice from the CompanyProvided that a generalmeeting may be called aftergiving shorter notice thanthat specifi ed in thissubsection if consent in writing orby electronic mode isaccorded thereto (i) in the case ofan annual generalmeeting by not less than ninty-fi ve percent. of themembers entitled to vote thereat and (ii) inthe case ofany other general meeting by members ofthecompany(a) holding if the company has a sharecapitalmajority in number of members entitled to voteand whorepresent not less than ninety-fi ve per cent.

			of such partof the paid-up share capital of the company asgives aright to vote at the meeting or (b) having if thecompanyhas no share capital not less than ninty-fi ve percent. of the total voting power exercisable at thatmeetingProvided further that where any member of acompany isentitled to vote only on some resolution orresolutions tobe moved at a meeting and not on theothers thosemembers shall be taken into account for thepurposes ofthis sub-section in respect of the formerresolution orresolutions and not in respect of the latter.
			Proceedings at general meetings
☐	☑	44	• 67. Business to be transacted at the General Meetingandnature there of In the case of an Annual GeneralMeetingall business to be transacted there at shall bedeemedspecial other than (i) the consideration of the fi nancialstatements and there ports of the Board ofDirectors andAuditors (ii) the declaration of any dividend(iii) theappointment of Directors in place of those retiring(iv)theappointment of and the fi xing of the remunerationof theAuditors and in the case of any other meetingallbusiness shall be deemed to be Special Businessandthere shall be annexed to the notice of the MeetinganExplanatory statement setting out all materialfactsconcerning each such item of special businessincludingin particular the nature of the concern orinterestfi nancial or otherwise if any therein of (i) everyDirectorand the Manager (if any) (ii) every other keymanagerialpersonnel and relatives of the personsmentioned in subclauses (i) and (ii). Where any such itemof SpecialBusiness relates to or affects any othercompany theextent of shareholding interest in such othercompany ofevery promoter director and the manager ifany and ofevery other key managerial personnel of theCompanyshall also beset out in the statement if theextent of suchshareholding interest is not less than twoper cent of thepaid-up share capital of that othercompany and whereany item of business consists of theaccording ofapproval to any documents by the meetingthe time andplace where the document can be inspectedshall bespecifi ed in the statement aforesaid. The annualgeneralmeeting shall be called during business hours onany daythat is not a National Holiday and it is to be heldeither atthe registered offi ce of the company or at someotherplace within the city in which the registered offi ceof thecompany is situate.
☐	☑	45	• 68. Omission to give notice not to invalidate a resolution 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.
☐	☑	46	• 69. Meeting not to transact business not mentionedinnotice No General Meeting Annual or Extraordinaryshallbe competent to enter upon discuss or transactanybusiness which has not been mentioned in the noticeornotices upon which it was convened.
☐	☑		• 70. Body Corporate deemed to be personally present A body corporate being a Member shall be deemed tobepersonally present if it is represented in accordancewithSection 113 of the Act. 71. Quorum at

			GeneralMeetingNo business shall be transacted at any general meetingunless a quorum of members is present at thetime whenthe meeting proceeds to business. Save asotherwiseprovided herein the quorum for the generalmeetings shall be as provided in section 103 of theCompanies Act2013 72.. If quorum not present meetingto be dissolvedor adjourned If at the expiration of half anhour from thetime appointed for holding a generalmeeting of theCompany a quorum is not present themeeting ifconvened by or upon the requisition ofMembers shallstand dissolved but in any other case themeeting shallstand adjourned to the same day in the nextweek or ifthat day is a publicholiday until the nextsucceeding daywhich is nota public holiday at the sametime and placeor to such other day and at such othertime place as theBoard may determine and if at suchadjourned meeting aquorum is not present at theexpiration of half an hourfrom the time appointed forholding the meeting theMembers present shall form thequorum and maytransact the business for which themeeting was called.73. Chairman of General Meeting TheChairman of theBoard shall be entitled to take the Chairat every GeneralMeeting whether Annual or Extraordinary.If at anymeeting the Chairman is not present within fi fteenminutes of the time appointed for holding suchmeetingor he has informed that he shall be unable orunwilling totake the Chair then any one of directors withmutualconsent shall so preside at the meeting. If noDirector bepresent or if all the Directors present declineto take theChair then the Members present shall electone of themembers to be the Chairman of the Meeting.74. NoBusiness whilst chair vacant No business shallbediscussed at any General Meeting except the electionofa Chairman whilst the Chair is vacant. 75. Chairmanwithconsent may adjourn meeting The Chairman withtheconsent of the Members may adjourn any meetingfromtime to time and from place to place within the citytownor village in which the Registered Offi ce of theCompanyis situated but no business shall be transactedat anyadjourned meeting other than the business leftunfi nished at the meeting from which the adjournmenttookplace. Notwithstanding the provision as above intheevent of disorder at a validly convened meetingtheChairman may adjourn the meeting provided thatsuch anadjournment shall not be a longer period thantheChairman considers necessary to being order atthemeeting and Chairman communicates his decisiontothose present in so far as it is possible.76.QuestionsatGeneral Meeting how Decided Every questionsubmittedto a meeting shall be decided in the fi rstinstance unlessa poll is demanded on a show of hands.Before or on thedeclaration of the result of the voting onany resolutionon a show of hands a poll may be orderedto be taken bythe Chairman of the meeting on his ownmotion and shallbe ordered to be taken by him on ademand made in thatbehalf by any member or memberspresent in person orby proxy and holding shares in theCompany whichconfer a power to vote on the resolutionnot being lessthan one-tenth of the total voting power inrespect of theResolution or on which an aggregate sumof not lessthan fi ve lakh rupees has been paid up. Thedemand for apoll may be withdrawn at any time by theperson orpersons making the demand. Unless a poll issodemanded a declaration by the Chairman

		47	thataresolution has on show of hands been carried hroughunanimously or by a particular majority or lostand anentry to that effect in the Minutes Book of theCompanyshall be conclusive evidence of the fact withoutproof of the number or proportion of the votes recordedin favourof or against the resolution. 77. ChairmansCasting VoteIn the case of an equality of votes theChairman shallhave a casting vote in addition to the voteor votes towhich he may be entitled otherwise. 78. Poll tobe takenif demanded If a poll is demanded as aforesaidthe sameshall be taken at such time (not later than forty-eighthours from the time when the demand was made)andplace in the city or town inwhich the Registered offi ce ofthe Company is for the time being situated astheChairman shall direct either at once or after aninterval oradjournment and the result of the poll shall bedeemed tobe the resolution of the meeting. 79. In whichcase polltaken without Adjournment Any poll dulydemanded onthe election of the Chairman of a meetingor on anyquestion of adjournment shall be taken at themeetingforthwith. 80. Demand for poll not to preventtransactionof other business The demand for a pollexcept on thequestions of the election of the Chairmanand of anadjournment shall not prevent the continuanceof ameeting for the transaction of any business otherthanthe question on which the poll has been demanded.81.Minutes of General Meetings(a) The Companyshallcause minutes of the proceedings of everyGeneralMeeting or every resolution passed by postalballot to bekept by making within thirty days of theconclusion ofevery such meeting concerned recordthereof kept withMinute Book for that purpose with theirpagesconsecutively numbered. (b) Each page of everysuchbook shall be initialed or signed and the last page oftherecord of proceedings of each meeting in suchbookshall be dated and signed by the Chairman of thesamemeeting within the aforesaid period of thirty days orinthe event of the death or inability of that Chairmanwithinthat period by a Director duly authorised by theBoard forthe purpose. (c) In no case the minutes ofproceedings ofa meeting shall be attached to any suchbook asaforesaid by pasting or otherwise. (d) Theminutes ofeach meeting shall contain a fair and correctsummary ofthe proceedings thereat. (e) All decisionstaken andappointments of offi cers made at any meetingaforesaidshall be included in the minutes of the meeting.(f)Nothing herein contained shall require or be deemedtorequire the inclusion in any such minutes of anymatterwhich in the opinion of the Chairman of themeeting (a)is or could reasonably be regarded asdefamatory of anyperson or (b) is irrelevant or immaterialto theproceedings or (c) is detrimental to the interests oftheCompany. The Chairman of the meeting shall exerciseanabsolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on theaforesaidgrounds.(g) Any such minutes shall be evidenceof theproceedings recorded therein. Where the minuteshavebeen kept in accordance with section then untilthecontrary is proved the meeting shall be deemed tohavebeen duly called and held all appointments ofdirectorskey managerial personnel auditors or companysecretaryin practice shall be deemed to be valid. Nodocumentpurporting to be a report of the proceedings ofanygeneral meeting of a company shall be

			circulatedoradvertised at the expense of the company unless itincludes the matters required to be contained intheminutes of the proceedings of such meeting.Thecompany shall observe secretarial standards withrespect to general and Board meetings specifi ed bytheInstitute of Company Secretaries of Indiaconstitutedunder section 3 of the Company SecretariesAct 1980and approved as such by the CentralGovernment. (h)The book containing the minutes of theproceedings ofany general meeting of the Company or ofa resolutionpassed by postal ballot shall be kept at theregisteredoffi ce of the Company and shall be openduring businesshours to the inspection by anymemberwithout anycharge for such period not being lessthan two hours ineach business day are allowed forinspection.
☑	☐	48	• In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member.
			Adjournment of meeting
☐	☑	49	• 82. Adjournment of Meeting (i)The Chairperson maywiththe consent of any meeting at which a quorum ispresentand shall if so directed by the meeting adjournthemeeting from time to time and from place to place.(ii)No business shall be transacted at anyadjournedmeeting other than the business left unfi nished at themeeting from which the adjournment tookplace. (iii)When a meeting is adjourned for thirty days ormorenotice of the adjourned meeting shall be given as inthecase of an original meeting. (iv) Save as aforesaidand asprovided in section 103 of the Act it shall notbenecessary to give any notice of an adjournment or ofthebusiness 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 ofshareholderseither upon a show of hands or upon a pollin respect of any shares registered in his name on whichany calls orother sums presently payable by him have not been paidor in regard to which the Company has exercised any right of lien.
☐	☑	51	• 84. Number of votes to which Member Entitled Subject tothe provisions of these Articles and without prejudicetoany special privileges or restrictions as to voting forthetime being attached to any class of shares for thetimebeing forming part of the capital of the CompanyeveryMember shall be entitled to be present and to speakandvote at such meeting by show of hand for which the Member present in person shall have one vote. On apolltaken at a meeting of a company a member entitledtomore than one vote or his proxy need not to use allhisvotes or cast in the same way all the votes he uses.

☐	☑	52	• 85. Votes by a Member entitled to more than one vote Ona poll taken at a meeting of the Company aMemberentitled to more than one vote by virtue ofhisshareholding or his proxy or other person entitled tovotefor him as the case may be need not if he votes useall his votes or cast in the same way all the votes heusesand he may vote in different manner as he deems fit.
☐	☑	53	• 86. Vote of Member who is a minor If any shareholder bea minor the vote in respect of his share or shares shallbeby his guardian or any one of his guardians if morethanone to be selected in case of dispute by theChairman ofthe meeting.
☐	☑	54	• 87. Votes of Joint Members If there be jointregisteredholders of any shares the vote of the seniorwho tendersa vote whether in person or by proxy shall beaccepted tothe exclusion of the votes of the other jointholders. Forthis purpose seniority shall be determined bythe order in which the namesst and in the register ofmembers.
☐	☑	55	• 88. Voting in person or by proxy or RepresentativeSubject to the provisions of these Articles votes may begiven either personally or by proxy. A bodycorporatebeing a Member may vote either by proxy or byarepresentative duly authorised in accordancewithSection 113 of the Act and such representative shallbeentitled to exercise the same rights and powers(includingthe right to vote by proxy) and by postal balloton behalfof the body corporate which he represents asthat body could exercise if it were an individual Memberof the Company.
☐	☑	56	• 89. Votes in respect of shares of Deceased Any personentitled under the Transmission Clause to transferanyshares may vote at any General Meeting inrespectthereof in the same manner as if he were theregistered holder of such shares. PROVIDED that forty-eight hours at least before the time of holding themeeting oradjourned meeting as the case maybe atwhich heproposes to vote he shall satisfy the Chairmanof hisright to transfer such shares and give suchindemnity (ifany) as the Chairman may require or theChairman shallhave previously admitted his right to voteat suchmeeting in respect thereof. 90. Time for objectionto voteNo objection shall be made to the validity of anyvoteexcept at the meeting or poll at which such votewastendered and every vote whether given personally orbyproxy not disallowed at such meeting or poll shallbedeemed valid for purposes of such meeting orpollwhatsoever. 91. Chairman of the meeting to be thejudgeof the validity of any Vote The Chairman of anymeetingshall be the sole judge of the validity of everyvotetendered at such meeting. The Chairman present atthetaking of a poll shall be the sole judge of the validityofevery vote tendered at such poll.
			Proxy
☐	☑		• 92. Appointment of proxy A person can act as proxyonbehalf of members not exceeding fi fty and holding intheaggregate not more than ten percent of the totalsharecapital of the company carrying voting rights Providedthat a member holding more than ten percent

		57	ofthe totalshare capital of the Company carrying votingrights mayappoint a single person as proxy and suchperson shallnot act as proxy for any other person orshareholder.Every proxy shall be appointed in writingunder the handof the Member or if such Member is abody corporateunder the common seal of suchcorporation or be signedby an appointer or his attorneyduly authorised in writing.The proxy so appointed shallnot have any right to speakat the meetings.
☐	☑	58	• 93. Deposit of instrument of Proxy etc. Theinstrumentappointing a proxy and the power of attorneyor otherauthority (if any) under which it is signed or anotarizedcopy of that power or authority shall bedeposited at theRegistered Offi ce of the Company notlater than forty-eight hours before the time for holdingthe meeting atwhich the person named in the instrumentproposes tovote and in default the instrument of proxyshall not betreated as valid. No instrument appointing aproxy shallbe valid after the expiration of twelve monthsfrom thedate of its execution.
☐	☑	59	• 94. Form of proxy An instrument appointing a proxyshallbe in the form No. MGT-11 as prescribed in the rulesmade under section 105 of the Companies Act 2013 95.Proxy either for specifi ed meeting or for a periodAninstrument of proxy may appoint a proxy either forthepurpose of a particular meeting specifi ed in theinstrument and any adjournment thereof or it mayappointfor the purpose of every meeting of the Companyor ofevery meeting to be held before a date specifi ed intheinstrument and every adjournment of any suchmeeting.96. Validity of votes given by proxy notwithstandingdeath of Member A vote given inaccordance with theterms of an instrument of proxy shall be validnotwithstanding the previous death orinsanity of theprincipal or there vocation of the proxy orof the authorityunder which the proxy was executed orthe transfer of theshares in respect of which the proxy isgiven. Providedthat no intimation in writing of such death insanityrevocation or transfer shall have been received by thecompany at its offi ce before the commencement of themeeting or adjourned meeting atwhich the proxy is used.
			Board of Directors
☐	☑	60	• 97. First Directors Shri Sanjay Kumar Nayak Shri Sanjiv Kumar and Shri Nitesh R. Jambhulkar shall be the First Directors of the Company.
☐	☑	61	• 98. Management of Affairs The day to day managementof the business and affairs of the Company shallbevested with Project-in-charge under thesupervisiondirection control of the Board. The Board mayexercise allsuch powers of the Company and do all suchacts deedsand things as are not prohibited by the Act orany otherstatute or by the Memorandum of Associationof theCompany and without prejudice to the foregoingshall beresponsible for all policy matters and thesupervision direction and control of the conduct of thebusiness affairs operations of the Company

☐	☑	62	• 99. Number and appointment of Directors The BoardofDirectors of the Company shall consist of not less than 3 but not more than 15 Directors. A Director shall not berequired to hold any qualifi cation shares in theCompany.Notwithstanding anything to the contrarycontained inthese Articles so long as any moneys remainowing bythe Company to a Financial Institution or anyotherperson by the Company or the Company hasentered intoany agreement or undertaking orarrangement(hereinafter refer as agreement) with Bodies(like StateElectricity Board Nigam) or the Board ofDirectors havedecided to seek nomination on the Boardfrom thebenefi ciary state or any Financial Institution orPFC Consulting Limited or person holds Debentures intheCompany by direct subscription or private placementthe Company may agree to grant to such FinancialInstitution PFC Consulting Limited person or otherBodies as acondition of such loan or subscription toDebenture orany other agreement or to a DebentureTrustee the rightto appoint from time to time any personor persons as Director or Directors of the Company(which director ordirectors is are hereinafter referred toas Nominee Directors) retiring or non-retiring subject toand on suchterms and conditions as the Company mayagree withsuch Financial Institutions PFC ConsultingLimited Person other Bodies and or DebentureTrustee.TheCompany shall have a right to remove fromoffi ceNominee Director(s) at the option of the Companyin consultation with Financial Institutions PFCConsultingLimited Bodies persons or Debenture Trustee.SuchNominee Director(s) shall not be required to holdanyShare qualifi cation in the Company. Also at the optionof the Company such Nominee Director(s) shall notbeliable to retirement by rotation of the Directors.Subjectas aforesaid the Nominee Director(s) shall beentitled to the same rights and privileges and be subjectto thesame obligations as any other Director of theCompany.The Nominee Director(s) so appointed shallhold the said offi ce only so long as moneys remain owingby the Company to the Financial Institution or so long asthe Debenture Trustee hold debenture in the Companyoroperation of agreement and the Nominee Directorssoappointed in the exercise of the said person shallipsofacto vacate such offi ce immediately the moneyowingby the Company to the Financial Institution or ontheDebenture Trustee ceasing to hold Debentures Sharesonthe satisfaction of liability of the Company arising outofany Guarantee furnished by the Financial Institutionsorsatisfactory completion of term of agreement withBodies. The Nominee Director(s) appointed underthisarticle shall be entitled to receive all notice of andattendall General meeting Board Meeting and of themeetingsof the Committee of which the NomineeDirector(s) is aremember(s) as also the minutes ofmeetings. The fi nancial institutions Debenture Trusteepersons bodiesshall also be entitled to receive all suchnotice andminutes. The Company shall pay to theNomineeDirector(s) sitting fees and expenses whichother Director of the Company are entitled but if anyother feescommission remuneration in any form ispayable to theDirector of the Company the feescommission moneyand remuneration in relation to suchNominee Director(s)shall accrued to Debenture Trusteeand same shallaccordingly be paid by the

			Companydirectly to the debenture trustee. Any expenses that mayincurred by the fi nancial institution or such Nominee Director(s) inconnection with their appointment orDirectorship shallalso be paid or reimbursed by theCompany to thefi nancial Institution or as the case maybe to suchNominee Director(s). Provided that if any suchNomineeDirector(s) is are an offi cer of the FinancialInstitution thesitting fees in relation to such NomineeDirector(s) shallalso accrue to the Financial Institute andthe same shallaccordingly be paid by the Companydirectly to that Financial Institution. Provided further thatif suchNominee Director(s) is are an offi cial of any of theReserve Bank of India the sitting fees in relation tosuchNominee Director(s) shall also accrue to FinancialInstitution to whom he represents as NomineeDirectorfrom Reserve Bank of India and the same shallaccordingly be paid by the Company directly to thatFinancial Institution. Provided also that in the event ofthe Nominee Director(s) being appointed as WholeTimeDirector(s) such Nominee Director(s) shall exercisesuchpowers and duties as may be approved by theLenders or Bodies in consultation with Board and havesuch rights as are usually exercised or available to aWhole Time Director in management of the Borrower orBodies and such Nominee Director(s) shall be entitled toreceive such remuneration fees commission and moneysas maybe approved by the Lenders or Bodies inconsultation with Board.
☐	☑	63	• 100. Company may increase the number of DirectorsSubject to Section 149 of the Act the Company maysubject to special resolution in General Meeting increasethe maximum number of Directors. Further the Companymay subject to the provisions of Section 169 of the Actby passing the ordinary resolution in the General Meetingof the members may remove any Director before theexpiration of his period of offi ce and appoint anotherperson 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 at any timeand from time to time to appoint a person not being aperson holding any alternate directorship for any other Director in the Company to act as an alternate director fora director(hereinafter called the original Director) during his absence for a period of not less than three months from India.
☐	☑	65	• 102. Directors power to fill up casual Vacancies Casual vacancies among Directors may be filled by the Board of Directors at their meeting and any person so appointed shall hold the office as per the provision of section 161.
☐	☑		• 103. Appointment of Additional Director Subject to theprovisions of Section 161 and other applicableprovisions(if any) of the Act the Board shall have powerat any time and from time to time to appoint a person asan Additional Director but so that the total numberofDirectors shall not at any time exceed the maximumnumber fi xed by these Articles. The Additional Directorsoappointed shall retire from Offi ce at next followingAnnual General Meeting but shall be eligible for electionby the company at that meeting as a Director.104.Directors may act notwithstanding any

			vacancyThecontinuing Directors may act notwithstandinganyvacancy in their body but if and so long as their numberis reduced below the minimum number fi xed byArticle 100 thereof the continuing Directors may act forthepurpose of increasing the number of Directors tothatnumber or of summoning a General Meeting forthatpurpose. 105. Remuneration of Directors Subject tothe provisions of the Act the Chairman or ManagingDirectoror any other functional Directors who is are in thewhole-time employment of the Company may bepaidremuneration either by way of a monthly payment orat aspecifi ed percentage of the net profi t of theCompany orpartly by one way and partly by the otherkeeping in viewthe limiting provisions governing theManagerialremuneration under the provisions of the Act.Subject tothe provisions of the Act a Director who isneither in thewhole-time employment nor a Chairmancum ManagingDirector of the Company may be paidremunerationeither-(a) by way of monthly quarterly orannual paymentwith the approval of the CentralGovernment or (b) byway of commission if the Companyby a specialresolution authorizes such payment and Thesitting feepayable to a Director (excluding Whole-timeDirector) forattending a meeting of the Board orCommittee thereofshall be such sum as may be fi xed bythe Board providedthat the same shall not exceed Rs.100000- or such othersum as prescribed in the Act asamended from time totime. Travelling expenses incurredby Director going outon Companys Business. The Boardmay allow and pay toany Director who is not a bona-fi deresident of the placewhere the Registered Offi ce of theCompany or where themeetings of the Board are actuallyheld and who has tocome to such place for the purposeof attending anymeeting such sum as the Board mayconsider faircompensation fortravelling boarding lodgingand otheractual incidental expenses in addition to his feeforattending such meeting as specifi ed above. IfanyDirector be called upon to go or reside out of thebonafi de place of his residence on the Companysbusiness heshall be entitled to be paid and reimbursedany travellingor other actual expenses incurred by him inconnectionwith the business of the Company. 106. Whenoffi ce ofDirectors to become Vacant Subject to Section167 ofthe Act the offi ce of a Director shall becomevacant if-(a)he incurs any of the disqualifi cations specifi ed in section164 under the act(b) he absents himselffrom all themeetings of the Board of Directors heldduring a periodof twelve months with or without seekingleave ofabsence of the Board (c) he acts in contraventionof theprovisions of entering into contracts orarrangements inwhich he is directly or indirectlyinterested (d) he fails todisclose his interest in anycontract or arrangement inwhich he is directly orindirectly interested (e) hebecomes disqualifi ed by anorder of a court or theTribunal (f) he is convicted by acourt of any offencewhether involving moral turpitude orotherwise andsentenced in respect thereof toimprisonment for notless than six months Provided thatthe offi ce shall bevacated by the director even if he has fi led an appealagainst the order of such court (g) he isremoved inpursuance of the provisions of this Act (h) hehavingbeen appointed a director by virtue of his holdinganyoffi ce or other employment in the holding subsidiaryorassociate company ceases to hold such offi

		66	ce orotheremployment in that company. 107. Directorsmaycontract with Company Except with the consent oftheBoard of Directors given by a resolution at a meetingofthe Board and subject to such conditions thecompanyshall not enter into any contract or arrangementwith arelated party with respect to(a) sale purchase orsupplyof any goods or materials (b) selling orotherwisedisposing of or buying property of any kind (c)leasing ofproperty of any kind (d) availing or rendering ofanyservices (e) appointment of any agent for purchaseorsale of goods materials services or property (f)suchrelated partys appointment to any offi ce or place ofprofi tin the company its subsidiary company orassociatecompany (g) underwriting the subscription ofanysecurities or derivatives thereof of the company.Everycontract or arrangement entered as relatedpartytransaction shall be referred in the Boards report totheshareholders along with the justifi cation for enteringintosuch contract or arrangement. 108. Disclosure ofinterestby Directors1) Every Director of the Company whois inany way whether directly or indirectly concernedorinterested in a contract or arrangement or proposedbyDirectors interested in a contract or arrangementorproposed contract or arrangement entered into or tobeentered into by or on behalf of the Companyshalldisclose the nature of his concern or interest ateverynancial year or whenever there is change inthedisclosure of interest. (2) Nothing in sub-clause (1)ofthis Article shall apply to any contract orarrangemententered into or to be entered into betweenthe Companyand any other company where any of theDirectors of theCompany or two or more of the Directorstogether holdsor hold not more than two per cent of thepaid-up sharecapital in the other company. 109.Interested Directorsnot to participate or vote in Boardsproceedings Aninterested director who is in any waywhether by himselfor through any of his relatives or fi rmbody corporate orother association of individuals inwhich he or any of hisrelatives is a partner director or amember interested in acontract or arrangement orproposed contract orarrangement entered into or to beentered into by or onbehalf of a company shall take anypart in the discussionof or vote on any contract orarrangement entered into orto be entered into by or onbehalf of the Company if he isin any way whether directlyor indirectly concerned orinterested in such contract orarrangement nor shall hispresence count for the purposeof forming a quorum atthe time of any such discussionor vote and if he doesvote his vote shall be void. Acontract or arrangemententered into by the companywithout disclosure or withparticipation by a director whois concerned or interestedin any way directly or indirectlyin the contract orarrangement shall be voidable at theoption of thecompany.110.Register of Contracts in whichDirectorsare interested The company shall keep registersinaccordance with Section 189(1) giving separatelytheparticulars of all contracts or arrangements to whichtomatter of disclosure of interest by directors andrelatedparty transaction applies in such manner andcontainingsuch particulars as may be prescribed andafter enteringthe particulars such registers shall beplaced before thenext meeting of the Board and signedby all the directorspresent at the meeting and shall within thirty days ofappointment make

			such disclosure as arenecessary forthe purpose of same. The Register shall bekept at theRegistered offi ce of the Company and shall beopen toinspection at such offi ce shall be open forinspection atsuch offi ce during business hours andextracts may betaken there from and copies thereof asmay be requiredby any member of the company shall befurnished by thecompany to such extent in such mannerand on paymentof same fee as in the case of theRegister of Members ofthe Company. 111. Director maybe Director ofcompanies promoted by the Company ADirector maybecome a Director of any other companypromoted bythe Company or in which it may beinterested as a vendorshareholder or otherwise and nosuch Director shall beaccountable for any benefi tsreceived as Director orshareholder of such a companyexcept in so far asSection 188 of the Act may beapplicable. 112. Registerof Directors and key managerialpersonnel and theirShareholding The Company shallkeep at its registeredoffi ce a Register containing suchparticulars of itsDirectors and key managerial personnelManager as maybe prescribed under Section 170 of theAct and shallcomply with the provisions of the saidSection in allrespects. The register shall include thedetails ofsecurities held by each of them in the companyor itsholding subsidiary subsidiary of companysholdingcompany or associate companies.
			Proceedings of the Board
☐	☑	67	• 113. Meetings of Directors The Directors may meettogether as a Board for the dispatch of business fromtime to time so that at least four such meetings shall beheld in every year in such a manner that not more thanone hundred and twenty days shall intervene betweentwo consecutive meetings of the Board. The Directorsmay adjourn and regulate their meetings as they think fi t.
☐	☑	68	• 114. Board may appoint Chairman All meetings of theDirectors shall be presided over by the Chairman ifpresent but if at any meeting of the Directors theChairman is not present at the time appointed for holdingthe same then in that case the Directors shall chooseone of the Directors present to preside over the meeting.
☐	☑	69	• 115. Certain persons not to be appointed ChairmanManaging Directors Functional Director TheCompanyshall not appoint a person as its ChairmanManagingDirector or Whole-time Director who- (a) is anundischarged insolvent or had at any time beenadjudgedan insolvent (b) is or has at any time beenconvicted by a Court of an offence involving moralturpitude.
☐	☑	70	• 116. Notice of Directors Meeting A meeting of the Boardshall be called by giving not less than seven days noticein writing to every director at his address registeredwiththe company and such notice shall be sent by handdelivery or by post or by electronic means. Board may becalled at shorter notice to transact urgent businesswhereat least one independent director if any shall be present.Every notice convening a meeting of the BoardofDirectors shall set out the agenda of the business tobetransacted thereat insuffi cient detail

			provided howeverthat the meeting may consider any other businesswiththe permission of the chair.
☐	☑	71	• 117. When meeting to be convened The CompanySecretary or any director of the Company may as andwhen directed by the Chairman to do so conveneameeting of the Board by giving a notice inwriting toevery Director.
☐	☑	72	• 118. Quorum at Board Meeting No business shall be transacted at any Board meeting unless a quorum ofBoard of Director is present at the time when the meetingproceeds to business. Save as otherwise provided hereinthe quorum for the Board meetings shall be asprovidedin section 174.
☐	☑	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 votesof 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 restrictionscontained in Section 179 180 and other applicableprovisions of the Act and preceding Articles the Boardmay delegate any of its powers to Committees of theBoard consisting of such member or members of itsbody as it may think fi t. PROVIDED that the Board mayfrom time to time revoke modify and discharge any suchCommittee of the Board either wholly or in part. EveryCommittee of the Board so formed shall in the exerciseof the powers so delegated conform to any Policyregulations that may from time to time be laid down bythe Board. All acts done by any such Committee oftheBoard in conformity with such regulations and infulfl lment of the purposes of their appointment shallhave the like force and effect as if done by the Board.
☐	☑		• 121. Meeting of Committee how to be Governed Themeetings and proceedings of any such Committee of theBoard consisting of two or more members shall begoverned by the provisions of the act and guidelineslaiddown for regulating the meetings and proceedings ofthe Directors so far as the same are applicable theretoand are not superseded by any regulations made byDirectors under the last preceding Article. 122.Resolution by circulation No resolution on matters shallbe deemed to have been duly passed by the Boardor by aCommittee thereof by circulation unless theresolutionhas been circulated indraft together with thenecessarypapers if any to all the Directors or membersof theCommittee as the case may be at theiraddressesregistered with the company in India by handdelivery or by post or by courier or through suchelectronic means as may be prescribed and has beenapproved by a majority of the directors or members whoare entitled to vote on the resolution. Resolution passedin suchcirculation shall be made part of the minutes ofsuchmeeting. Provided that where not less than one-thirdofthe total number of directors of the company for thetimebeing require that any resolution under circulationmustbe decided at a meeting the chairperson shall puttheresolution to be decided at a meeting of the Board.123.Defects in appointment of

			Directors not toinvalidateactions taken All acts done by any meeting ofthe Boardor by a Committee of the Board or by anyperson actingas a Director shall notwithstanding that itwassubsequently noticed that there was some defect in theappointment of such Director or persons actingasaforesaid or that they or any of them were disqualifi edorhad vacated offi ce or that the appointment of anyofthem had been terminated by virtue of anyprovisionscontained in the Act or these Articles be asvalid as ifevery such person had been duly appointed andwasqualifi ed to be a Director and had not vacated his offi ceor his appointment had not been terminated.PROVIDEDthat nothing in this Article shall be deemed togivevalidity to acts done by a Director after hisappointmenthad been noticed by the Company to beinvalid or to haveterminated. 124. Minutes ofproceedings of meetings ofthe Board (a) The Companyshall cause minutes of allproceedings of every meetingof the Board andcommittee thereof to be kept by makingwithin thirtydays of the conclusion of every such meetingrecordthereof in Minute Book kept for that purpose withtheirpages consecutively numbered. (b) Each page ofeverysuch book shall be initialed or signed and the lastpageof the record of proceedings of each meeting insuchbook shall be dated and signed by the Chairman ofthesaid meeting or the Chairman of the nextsucceedingmeeting. The minute books of the Board andcommitteemeetings shall be preserved permanently andkept in thecustody of the company secretary of thecompany or anydirector duly authorized by the Board forthe purpose andshall be kept in the registered offi ce orsuch place as Board may decide. The minutes shall alsocontain- (i) thenames of the Directors present at themeeting And (ii) inthe case of each resolution passed atthe meeting thenames of the Directors if any dissentingfrom or notconcurring with the resolution. Nothingdeemed torequire the inclusion in any such minutes ofany matterwhich in the opinion of the Chairman of themeeting (i) isor could reasonably be regarded asdefamatory of anyperson. (ii) is irrelevant or immaterialto the proceedingsor (iii) is detrimental to the interests ofthe Company. TheChairman shall exercise an absolutediscretion in regardto the inclusion or non-inclusion ofany matter in theminutes on the grounds specifi ed inthis sub-clause. (c)Minutes of meetings kept inaccordance with theaforesaid provisions shall beevidence of theproceedings recorded therein. 125.Powers of Board TheBoard may exercise all such powersof the Company anddo all such acts and things as it isentitled to do undersection 179 of the Act and rulesmade thereunder or bythe Memorandum or Articles ofthe Company but shallnot decide matters required to beexercised or done bythe Company in General MeetingSubject to theseArticles no regulation made by theCompany in GeneralMeeting shall invalidate any prior actof the Board whichwould have been valid if thatregulation had not been somade. Certain powers of theBoard Without prejudice tothe general powers conferredby the Act and precedingArticle and so as not in any wayto limit or restrict thosepowers and without prejudice tothe other powersconferred by these Articles and byGeneral Body it ishereby declared that the Directors shallhave thefollowing powers that is to say power-(1) to payandcharge to the capital account of the

		75	Companyanycommission or interest lawfully payable there outunderthe provisions of Sections 40 of the Act (2) SubjecttoSections 179 and 180 of the Act to purchaseorotherwise acquire for the Company any property rights orprivileges which the Company is authorised to acquireator for such price or consideration and generally onsuchterms and conditions as they may think fi t and inanysuch purchase or other acquisition to accept suchtitle asthe Directors may believe or may be advised tobereasonably satisfactory (3) At their discretion andsubjectto the provisions of the Act to pay for anyproperty rightsor privileges acquired by or servicesrendered to theCompany either wholly or partially in cashor in sharesbonds debentures mortgages or othersecurities of theCompany and any such shares may beissued either asfully paid-up or with such amountcredited as paid-upthereon as may be agreed upon andany such bondsdebentures mortgages or other securitiesmay be eitherspecially charged upon all or any part of theproperty ofthe Company and its uncalled capital or notso charged(4) To secure the fulfi llment of any contractorengagement entered into by the Company in thenormalcourse of business by mortgage or charge any oftheproperty of the Company and its uncalled capital forthetime being or in such manner as they may think fi t (5)Toaccept from any Member as far as may bepermissibleby law a surrender of his shares or any partthereof onsuch terms and conditions as shall be agreedupon (6) Toappoint any person to accept and hold in trustfor theCompany any property belonging to the Companyinwhich it is interested or for any other purposes and toexecute and do all such deeds and things as mayberequired in relation to any such trust and to provideforthe remuneration of such trust or trustees (7) Toinstituteconduct defend compound or abandon anylegalproceedings by or against the Company or its offi cers orotherwise concerning the affairs of the Companyandalso to compound and allow time for paymentorsatisfaction of any debts due and of any claimordemand by or against the Company and to referanydifferences to arbitration and observe and executeanyawards made thereon (8) To act on behalf oftheCompany in all matters relating to bankruptcyandinsolvency (9) To make and give receipts releasesandother discharges for moneys payable to theCompanyand for the claims and demands of theCompany (10)Subject to applicable provisions of the Actto invest anddeal with any moneys of the Company notimmediatelyrequired for the purposes thereof upon suchsecurity(notbeing shares of this Company) or withoutsecurity and insuch manner as they may think fi t andfrom time to timeto vary or realise such investments.Save as provided inSection 187 of the Act allinvestments shall be made andheld in the Companysown name (11) To execute in thename and on behalf ofthe Company in favour of anyDirector or other personwho may incur or going to incurany personal liabilitywhether as principal or surety forthe benefi t of theCompany such mortgages of theCompanys property(present and future)as they think fi tand any suchmortgage may contain a power of sale andsuch otherpowers provisions covenants as shall beagreed upon(12) To open account with any bank orbanks and todetermine from time to time who shall beentitled to

			signon the Companys behalf bills notes receiptsacceptancesendorsements cheques dividend warrantsreleasescontracts and documents and to issue thenecessaryauthority for such purpose (13) To distributeby way of bonus or commission amongst the staff of theCompanyon the profi ts of any particular business ortransactionand to charge such bonus or commission aspart of theworking expense of the Company (14) Toprovide for thewelfare of employees or ex-employees ofthe Companyand their families or connections of suchpersons bybuilding or contributing to the building ofhousesdwellings or chawls or by grants of moneypensiongratuities allowances bonus or other paymentsor bycreating and from time to time subscribing orcontributingto provident and other funds associationsinstitutions ortrusts and by providing or subscribing orcontributingtowards places of instrument and recreationhospitalsand dispensaries medical and other attendanceand otherassistance as the Board shall think fi t and tosubscribe orcontribute or otherwise to assist or toguarantee moneyto charitable benevolent religiousscientifi c national orother institutions or objects whichshall have any moral orother claim to support or aid bythe Company either byreason of locality of operation orof public and generalutility or otherwise (15) Beforerecommending anydividend to set aside out of theprofi ts of the Companysuch sums as they may thinkproper for depreciation or toa Depreciation Fund or to anInsurance Fund or as aReserve Fund or Sinking Fund orany Special Fund tomeet contingencies or to repaydebentures or debenturestock or for special dividends orfor equalizing dividendsor for repairing improving extending and maintaining anyof the property of theCompany and for such otherpurposes (including thepurposes referred to in thepreceding clause) as theBoard may in their absolutediscretion think conducive tothe interest of the Companyand subject to Section 179of the Act to invest the severalsums so set aside or somuch thereof as required to beinvested upon suchinvestments(other than shares of theCompany) as theymay think fi t and from time to time todeal with and varysuch investments and dispose of andapply and expendall or any part thereof for the benefi t ofthe Company insuch manner and for such purposes asthe Board in theirabsolute discretion think conducive tothe interest of theCompany notwithstanding that thematters to which theBoard apply or upon which theyexpend the same or anypart thereof may be matters to orupon which the capitalmoneys of the Company mightrightly be applied orexpended and to divide the ReserveFund or division or areserve Fund to another ReserveFund or division of aReserve Fund and with full power toemploy the assetsconstituting all or any of the abovefunds including theDepreciation Fund in the business ofthe Company or inthe purchase or repayment ofDebentures or debenturestock and without being boundto keep the sameseparate from the other assets andwithout being boundto pay interest on the same withpower however to theBoard at their discretion to pay orallow to the credit ofsuch funds interest at such rate asthe Board may thinkproper (16) To appoint and at theirdiscretion remove orsuspend such offi cers such asExecutive Director generalmanagers managerssecretaries assistants supervisorsclerks agents andservants etc. for permanent

			temporaryor special servicesas they may from time to time think fi tand to determinetheir powers and duties and fi x theirsalaries oremoluments or remunerations and to requiresecurity insuch instances and to such amounts as theymay think fi t. And also from time to time to provide forthemanagement and transaction of the affairs oftheCompany in any specifi ed locality in India or abroadinsuch manner as they think fi t and theprovisionscontained in the following sub-clauses shall bewithoutprejudice to the general powers conferred by thissubclause (17) From time to time and at any timetoestablish any number of offi ces and establishmentforproperly managing the affairs of the Company inanyspecifi ed locality in India or elsewhere and toappointstaff for such offi ces and to fi x theirremuneration(18)Subject to the provisions of the Actfrom time to timeand at any time to delegate to any suchlocal Board orany member or members thereof or anymanagers oragents so appointedor to any otherperson(s) any of thepowers authorities and discretionsfor the time beingvested in the Board and to authorisethe members for thetime being of any such local Boardor any of them to fi llup any vacancies therein and to actnotwithstandingvacancies and any such appointment ordelegation underthe preceding and this sub-clause maybe made on suchterms and subject to such conditions asthe Board maythink fi t and the Board may at any timeremove anyperson so appointed and may annul or varyany suchdelegation (19) At anytime and from time totime byPower of Attorney under the Seal of the Companytoappoint any person or persons to be the AttorneyorAttorneys of the Company for such purposes and withsuch powers authorities and discretions (notexceedingthose vested in or exercisable by the Boardunder thesepresents and excluding the power to makecalls andexcluding also those which are to be exercisedby theBoard in its Meetings) and for such period andsubject tosuch conditions as the Board may from time totimethink fi t and any such appointment may (if theBoardthinks fi t) be made in favour of the members orany ofthe members of any local Board established asaforesaidor in favour of any company or the shareholdersdirectorsnominees or managers or any company or fi rmorotherwise in favour of any persons whether appointedbyname or designation by the Board and any such PowerofAttorney may contain such powers for the protectionorconvenience of such Attorney as the Board may think fi tand Board may specifi cally bestow powers enablinganysuch delegate or attorneys to sub-delegate all or anyofthe powers authorities and discretions for the timebeingvested in them (20) Subject to Sections 188 of theActfor or in relation to any of the matters aforesaidorotherwise for the purposes of the Company to enterintosuch negotiations and contracts and rescind andvarysuch contracts and execute and do all such actsdeedsand things in the name and on behalf of theCompany asthey may consider expedient (21) From timeto time tomake vary and repeal bye-laws for theregulations of thebusiness of the Company regulateemployment of itsoffi cers and servants by makingservice Rules andRegulations (22)Maintain properrecords at places as perprovisions of the Act and wherethe Company has abranch offi ce whether in or outsideIndia the Companyshall be deemed to have

			compliedwith this Article ifproper Books of Account relating to thetransactionseffected at the branch offi ce are kept at thebranch offi ceand proper summarized returns made up-to-date atintervals of not more than three months are sent by thebranch offi ce to the Company at its Offi ce orother placein India at which the Companys Books ofAccounts arekept as aforesaid (23) Ensure propermaintenance of theBooks of Account which shall give atrue and fair view ofthe state of the affairs of theCompany or branch offi ceas the case may be andexplain its transactions. TheBooks of Account and otherbooks and papers shall beopen to inspection by anyDirector during businesshours.
☑	☐	76	• In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☑	77	• 126. CEO MANAGER CS AND CFO Subject totheprovisions of the Act -- (i) A chief executive offi cermanager company secretary or chief fi nancial offi cermay be appointed by the Board for such term atsuchremuneration and upon such conditions as it maythinksfi t and any chief executive offi cer managercompanysecretary or chief fi nancial offi cer so appointedmay be removed by means of a resolution of the Board(ii) Adirector may be appointed as chief executive offi cermanager company secretary or chief fi nancial offi cer.Asper provisions of the Act or these regulationsrequiringor authorising a thing to be done by or to adirector andchief executive offi cer manager companysecretary orchief fi nancial offi cer shall not be satisfi edby its beingdone by or to the same person acting both asdirector and as or in place of chief executive officer manager company secretary or chief financial officer.
☐	☑	78	•
			The Seal
☐	☑	79	• 127. The Seal its custody and use The Board shall provide a Common Seal for the purpose of the Companyand shallhave power from time to time to destroy thesame andsubstitute a new Seal in lieu thereof and theBoard shallprovide for the safe custody of the Seal forthe time beingand the seal shall never be used except onthe authorityof the Board or by Committee of the Boardas authorised.128. Deeds how executed Every deed orother instrumentto which the Seal of the Company isrequired to be affi xed shall unless the same is executedby a dulyconstituted attorney issued under the seal besigned bytwo Directors or one Director and Secretary orsome otherperson authorised by the Board for thepurposePROVIDED that in respect of the ShareCertifi cate theSeal shall be affi xed in accordance withArticle asmentioned above.
			Dividends and Reserve

☐	☑	80	• 129. Division of profi ts and dividends in proportiontoamount paid- up (a) The profi ts of the Companysubjectto any special rights relating thereto createdorauthorised to be created by these Articles and subjecttothe provisions of these Articles shall be divisible amongthe Members in proportion to the amount ofcapital paid-up or credited as paid-up on the shares heldby them.(b)All dividends shall be apportioned andpaidproportionately to the amounts paid or credited aspaidon the shares held during any portion or portions oftheperiod in respect of which the dividend is paid but ifanyshare is issued on terms providing that it shall rankfordividend from a particular date such share shall rankfordividend accordingly.
☐	☑	81	• 130. The Company in General Meeting may declare a dividend Company in General Meeting may declare dividends to be paid to Members according totheirrespective rights but no dividends shall exceed the amount recommended by the Board but the CompanyinGeneral Meeting may declare a smaller dividend.
☐	☑	82	• 131. Dividends only to be paid out of Profi ts (a)Nodividend shall be declared or paid by the Companyforany fi nancial year except out of its profi ts for thatyeararrived at in the manner set out in Section 123 of theAct.(b) Where owing to inadequacy or absence of profi tsinany fi nancial year any Company proposes todeclaredividend out of the accumulated profi ts earnedby it inprevious years and transferred by the companytoreserves such declaration of dividend shall not bemadeexcept in accordance with such rules as may bemade inthat behalf. (c) No dividend shall be declared orpaid by acompany from its reserves other than freereserves.
☐	☑	83	• 132. Interim Dividend Subject to the provisions of Section123 the Board may from time to time pay the Members such interim dividend as appear to it to be justified by theprofi ts of the Company.
☐	☑	84	• 133. Capital paid - up in advance to carry InterestWherecapital 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.
☐	☑	85	• 134. Retention of dividends until completion of transfer The Board may retain the dividends payable on shares interms of Section 126 in respect of which any person isentitled to become a Member or on completionanyperson under those Articles is entitled to transfer oruntilsuch person shall become a Member in respect ofsuchshares or shall duly transfer the same.
☐	☑	86	• 135. Transfer of shares must be Registered A transferofshares shall not pass the right to any dividenddeclaredthereon before the registration of transfer.Provided thatwhere any instrument of transfer of shareshas beendelivered to the Company for registration andthe transferof such shares has not been registered by theCompanyit shall notwithstanding anything contained inany otherprovision of this Act. (a) transfer the dividend inrelationto such shares to the Unpaid Dividend Accountreferredto in Section 124 of the Act unless the

			Companyisauthorised by the registered holder of such sharesinwriting to pay such dividend to the transferee specifi edinsuch instrument of transfer and (b) keep in abeyanceinrelation to such shares any offer of rights sharesunderclause(a) of sub-section (1) of section 62 of the Actandany issue of fully paid-up bonus shares in pursuance offi rst proviso to sub-section (5) of section 123 of theAct.
☐	☑	87	• 136. No Member to receive dividend whilst indebted to the Company Companys right of reimbursementThereonNo Member shall be entitled to receive paymentasinterest or dividend in respect of his shares whilstanymoney may be due or owing from him to theCompany inrespect of such share or shares or otherwisehowsoevereither alone or jointly with any person orpersons and theBoard may deduct from the interest or dividend payableto any Member all sums of money sodue from him to the Company.
☐	☑	88	• 137. Dividends how remitted (1) Unlessotherwisedirected any dividend payable in cash may bepaid bycheque or warrant or in any electronic mode or bya payslip or receipt or in any other manner having theforce ofa cheque or warrant sent through the post totheregistered address of the Member or person entitledor incase of joint holders to that one of them fi rst namedinthe Register in respect of the joint holdings. Everysuchcheque or warrant shall be made payable to theorder ofthe person to whom it is sent the Company shallnot beliable or responsible for any cheque or warrant orpay slipor receipt lost in transmission or for any dividendlost tothe Member or person entitled thereto by theforgedendorsement of any cheque or warrant or theforgedsignature of any pay slip or receipt or thefraudulentrecovery of the dividend by any other means.(2)Notwithstanding anything contained in these Articlesanydividend declared maybe paid by ElectronicClearingSystem through any Sponsor Bank aftergettingregistration with the Reserve Bank of India forusing thisfacility and collecting from the membersnecessary bankmandate in the prescribedformat.138.Dividends and calltogether Any GeneralMeeting declaring a dividend may on therecommendation of the Board make a call ontheMembers of such amount as the meeting may fi x butsothat the call on each Member shall not exceedthedividend payable to him and so that the call bemadepayable at the same time as the dividend andthedividend may if so arranged between the Companyandthe Member be set off against the calls. 139.Unclaimeddividend No unclaimed dividend shall beforfeited and allunclaimed dividends shall be dealt within accordancewith the provisions of Section 124 andother applicableprovisions of the Act. 140. No interestagainst DividendNo dividend shall bear interest againstthe company.
			Accounts
☐	☑		• 141. Directors to keep true accounts (a) Every companyshall prepare and keep at its registered offi ceincludingits branch offi ce or offi ces or at such otherplace in Indiaas the Board thinks fi t Books of Accountsand otherrelevant books and papers and fi

		89	nancialstatement for every financial year which give a true andfair view of thestate of the affairs of the company inaccordance withSection 128 of the Act with respect to-(i)all sums ofmoney received and expended by theCompany and thematters in respect of which the receiptsand expendituretake place (ii) all sales and purchases of goods by theCompany (iii) the assets and liabilities of theCompany.(iv) state of affairs of the company. (b) Wherethe Boarddecides to keep all or any of the Books ofAccount at anyplace other than the Offi ce of theCompany the Companyshall within seven days of thedecision fi le with theRegistrar a Notice in writing givingthe full address ofthat other place in accordance withSection 128 of theAct. (c) The company may keep suchbooks of accountor other relevant papers in electronicmode in suchmanner as may be prescribed. (d) TheCompany shallpreserve in good order the Books ofAccount relating to aperiod of not less than eight fi nancial years immediatelypreceding a fi nancial year. Thebooks of account andother relevant books and papersmaintained in electronicmode shall remain accessible inIndia so as to be usablefor subsequent referencetogether with the vouchersrelevant to any entry in suchBooks of Account. 142.Inspection of accounts or recordby members NoMember (not being a director) shall haveany right ofi nspecting any account or books ordocuments of theCompany except as conferred bySection 94 of the Act orauthorised by the Board or by thecompany in generalmeeting. The Board may determinewhether and to whatextent and at what time and placeand under whatconditions or regulations the accountsand books of theCompany or any of them may be opento inspection ofthe Members. Notwithstanding anythingto the contrarycontained hereinabove the authorisedrepresentative ofPromoters shall have a right to inspectthe accountsbooks plant facility documents recordspremisesequipment and machinery and all other propertyof theCompany at convenient time(s) after givingadvancenotice to the Company. 143. Statement ofAccounts to befurnished to General Meeting TheDirectors shall fromtime to time in accordance withSections 129 and 134and other applicable provisions ofthe Act cause to beprepared and to be laid before theCompany in GeneralMeeting such Balance Sheets Profi tand Loss Accountsand Reports as are required by theseSections. 144. Copies shall be sent to each MemberWithout prejudiceto the provisions of Section 101 andsubject to theprovisions of Section 136 of the Act a copyof thefi nancial statements including consolidated fi nancialstatements auditors report and every otherdocumentrequired by law to be annexed or attached tothe BalanceSheet shall at least twenty-one days beforethe GeneralBody Meeting at which the same are to belaid before themembers be sent to the members of thecompany toevery trustee for every holder of anydebenture issued bythe company and to all personsother than suchmembers or trustee being the person soentitled toattend the General Body Meeting. 145 .Copy offi nancialstatement to be fi led with registrar TheCompany shallcomply with Section 137 of the Act as to fi ling copies ofthe Balance Sheet and Profi t and LossAccount anddocuments required to be annexed orattached theretowith the Registrar.
			Winding up

☐	☑	90	• 146. Procedure for winding up If the Companyshallbewound up and the assets available fordistributionamong the members as suchshall be insufficient to repaythe whole of the paid up capital suchassetsshall bedistributed so that as nearly as may be the losses shallbe borne bythe members in proportion to thecapital paidup or which ought to have beenpaid up atthecommencement of the winding-up on the shares heldbythemrespectively. And if in a winding-up theassetsavailable for distribution amongthe members shallbemore than suffi cient to repay the whole of thecapitalpaidup at the commencement of the winding-upthe excessshall be distributedamongst the members inproportionto the capital at the commencement ofthewinding-uppaid up or which ought to have been paidup on theshares held bythem respectively. But this Articleis to bewithout prejudice to the rights ofthe holders ofsharesissued upon special terms and conditions. IftheCompanyshall be wound up whether voluntarilyorotherwise the liquidators may with thesanction ofaSpecial Resolution divide among the contributionsinspecie orkind any part of the assets of the Companyandmay with the like sanction vestany part of the assetsofthe Company in Trustees upon such trusts forthebenefi tof the contributories or any of them as theliquidatorswith the likesanction shall think fi t.
			Indemnity
☐	☑	91	• 147. Officers to be indemnifi ed Subject to provisionsofthe Act every Offi cer of the company shall be indemnified out of the assets of the Company againstany liability incurred by him in defending any proceedingswhethercivil or criminal in which judgment is given in hisfavouror in which he is acquitted or in which relief isgranted tohim by the court or the Tribunal. Provided thatif suchperson is proved to be guilty the premium paid onsuchinsurance shall be treated as part of theremuneration.
			Others
☐	☑		• 148. Company not bound to recognize holding ofshareson trust or any interest in shares other than thatofregistered holder Except as ordered by a Courtofcompetent jurisdiction or as required by lawtheCompany shall not be bound to recognize holding ofany share upon any trust and to recognize anyequitablecontingent future or partial interest in any shareor anyinterest in any fractional part of a share (exceptonly as isby these Articles otherwise expressly provided)any rightin respect of a share other than an absolute righttheretoin accordance with these Articles in the personfrom timeto time registered as the holder thereof but theBoardshall be at liberty at their sole discretion to registeranyshare in the joint names of any two or more personsorthe survivor or survivors of them. 149. Funds etc.ofCompany may not be applied in purchase of sharesofthe Company The Company shall not give eitherdirectlyor indirectly and either by means of a loanguarantee theprovision of security or otherwise any fi nancialassistance for the purpose of or in connectionwith thepurchase or subscription made or to be made byanyperson for purchase of any shares in theCompanyexcept in conformity with the provisions ofSection 67 ofthe Act. 150. Underwriting and

			BrokerageCommissionmay be paid Subject to the provisions ofSection 40 ofthe Act the Company may at any time pay acommissionto any person in consideration of hissubscribing oragreeing to subscribe for any shares in ordebentures ofthe Company or procuring or agreeing to rocuresubscriptions for any shares in or debentures oftheCompany but so that the commission shall notexceed incase of shares fi ve percent of the price atwhich theshares are issued and in case of debenturestwo and ahalf percent of the price at which thedebentures areissued. Such commission may be satisfi ed by payment incash or by allotment of fully or partlypaid shares ordebentures or partly in one way and partlyin the other.Brokerage The Company may also on anyissue of sharesor debentures pay such brokerage as maybe lawful. 151.Interest out of Capital Interest maybe paidout of capitalWhere any shares are issued for thepurpose of raisingmoney to defray the expenses of theconstruction of anywork or building or the provision ofany plant whichcannot be made profi table for a lengthyperiod theCompany may pay interest on so much of thatsharecapital as is for the time being paid up for theperiod atthe rate and subject to the conditions andrestrictionsprovided by the Company Act 2013 and maycharge thesame to capital as part of the cost ofconstruction of thework or building or the provision ofplant. 152. AnnualReturns The Company shall complywith the provisionsof Sections 92 of the Act as to themaking of AnnualReturns. 153. Borrowing powers As perthe provisions ofSection 73 76 179 180 and otherapplicable provisions ofthe Act the Board of Directorsmay from time to time atits discretion by resolution at ameeting of the Board andsubject to the approval of theshareholders in GeneralMeeting accept deposits fromMembers either inadvance of calls or otherwise andgenerally raise orborrow or secure the payment of anysums of money forthe purpose of the Company. Providedhowever wherethe moneys already borrowed (apart fromtemporaryloans obtained from the Companys bankers intheordinary due course of business) exceed theaggregateof the paid-up capital of the Company its freereserves(not being reserves set apart for any specifi cpurpose)and the securities premium the Board shall notborrowsuch moneys without the consent of the CompanyinGeneral Meeting. Payment or repayment of borrowedMoneys Subject to the provisions of Article 64 hereofthepayment and repayment of moneys borrowedasaforesaid may be secured in such manner and uponsuchterms and conditions in all respects as the BoardofDirectors may think fi t by resolutions passed atameeting of the Board and in particular by the issueofbonds or debentures of the Company whetherunsecuredor secured by a mortgage or charge over all orany partof the property of the Company (both presentand future)including its uncalled capital for the timebeing anddebentures and other securities may be madeassignablefree from any equities between the Companyand theperson to whom the same may be issued. Termsof issueof Debentures Any debentures or other securitiesmay beissued or otherwise and may be issued oncondition thatthey shall be convertible into shares of anydenominationand with any privileges and conditions toredemptionsurrender drawing allotment of shares andattending (butnot voting)

			at General Meetings.Debentures with theright to conversion into or allotmentof shares shall beissued only with the consent of theCompany in GeneralMeetings accorded by specialresolution. Register ofcharges to be Kept The Board shallcause a properRegister to be kept in accordance with the provisions ofSection 85 of the Act of all charges and fl oating chargesaffecting the property or assets of theCompany or any ofi ts undertakings and shall cause therequirements ofSections 77 79 and 81 to 87 (bothinclusive)of the Act inthat behalf to be duly compliedwith so far as they arerequired to be complied with by theBoard .Register ofDebenture holders The Company shallif at any time itissues debentures keep a Register andIndex ofDebenture holders in accordance with Section 88of theAct. The Company shall have the power to keep inanyCountry outside India a Register of Debentureholdersresiding outside India in such manner as maybeprescribed. Application to Debentures andothersecurities The provisions of the Articles shallapplymutatis mutandis to debentures bonds orothersecurities issued by the company. 154.Dematerializationof Securities Defi nitions For thepurpose of this ArticleDepository means a depository asdefi ned in clause (e)of sub-section (1) of section 2 of theDepositories Act1996. Benefi cial Owner means a personor personswhose name is recorded in the Registermaintained by aDepository under the Depository Act1996. SEBI meansthe Securities and Exchange Board ofIndia establishedunder section 3 of the SecuritiesExchange Board of IndiaAct 1992. Securities means thesecurities as defi ned inclause (h) of section 2 of theSecurities Contracts(Regulation) Act 1956Dematerialization of SecuritiesNotwithstanding anythingcontained in these Articles theCompany shall be entitledto dematerialize its existingsecurities rematerialize itssecurities held in theDepositories and or offer its freshsecurities indematerialized form pursuant to theprovisions of theDepositories Act 1996 and the rulesframed there underif any. Option for investors Everyperson subscribing to orholding securities of theCompany shall have the optionto receive securities certifi cates or to hold the securitieswith the Depository. Such aperson who is the benefi cialowner of the securities canat any time optout of theDepository if permitted by thelaw in respect of anysecurity in the manner and withinthe time prescribed issued to the benefi cial owner therequired certifi cate ofthe securities. If a person opts tohold his securities witha Depository the Company shallintimate such Depositorythe details of allotment of thesecurity and on receipt ofthe information the depositoryshall enter in its recordsthe name of the allottees as thebenefi cial owner of thesecurities. Securities inDepository to be in FungibleForm All securities held by aDepository shall bedematerialized and be in fungibleform. Nothingcontained in Section 88 89 112 and 186 ofthe Act shallapply to a Depository in respect of thesecurities held byit on behalf of the Benefi cial Owners.Rights andLiabilities of Benefi cial Owner (a)Notwithstandinganything to the contrary contained in theAct or theseArticles a Depository shall be deemed to betheregistered owner for the purposes of effectingtransfer ofownership of security on behalf of the benefi cial owners.(b) Save as otherwise provided in (a) abovetheDepository as the registered owner of the

		92	securitiesshallnot have any voting rights or any other rights inrespectof the securities held by it. (c) Every personholdingsecurities of the Company and whose name isentered asthe benefi cial owner in the records of theDepositoryshall be deemed to be a member of theompany. Thebenefi cial owner of securities shall beentitled to all therights and benefi ts and be subject to allthe liabilities inrespect of his securities which are held bya Depository.Service of Documents Notwithstandinganything to thecontrary contained in the Act or Articles tothe contrarywhere securities are held in a Depository therecords ofthe benefi cial ownership may be served bysuchDepository on the Company by means ofelectronicmode or by delivery of fl oppies or discs .Provisions ofArticles to apply to shares held inDepository Nothingcontained in Section 56 of the Act orthese Articles shallapply to a transfer of securitieseffected by a transferorand transferee both of whom areentered as benefi cialowners in the records of aDepository. Allotment ofSecurities dealt within aDepository Notwithstandinganything in the Act or theseArticles where securities aredealt with by the Depositorythe Company shall intimatethe details thereof to theDepository immediately onallotment of such securities.Distinctive numbers ofsecurities held in the depositoryMode Nothing containedin the Act or these Articlesregarding the necessity ofhaving distinctive numbers onsecurities issued by theCompany shall apply to securitiesheld with a Depository.Register and Index of Benefi cialOwners The Register andIndex of Benefi cial Ownersmaintained by a Depositoryunder the Depositories Act1996 shall be deemed to bethe Register and Index ofmember and security holder forthe purpose of theseArticles. 155. Conversion of Sharesinto Stock andReconversion Shares may be convertedinto stock andreconverted The Company in GeneralMeeting mayconvert any paid up shares into stock andwhen anyshares shall have been converted into stockthe severalholders of such stock may henceforthtransfer theirrespective interest therein or any part ofsuch interest inthe same manner and subject to thesame regulations asif no such conversion had takenplace or as near theretoas circumstances will admit. TheCompany may at anytime reconvert any stock into paid-up shares. Rights ofstock holders The holders of stockshall according to theamount of stock held by them have the same rightsprivileges and advantages as regardsdividends voting atmeetings of the Company and othermatters as if theyheld the shares from which the stockarose. 156 .AuditAccounts to be audited The Auditors ofthe Companyshall be appointed or reappointed by theComptroller andAuditor General of India and theirremuneration rights andduties shall be regulated bySection 139 to 143 and 145to 148 of the Act. Powers ofthe Comptroller and AuditorGeneral of India TheComptroller and Auditor General ofIndia shall have thepowers- (a) to direct the manner inwhich the Companysaccounts shall be audited by theauditors appointed inpursuance of Article hereof and togive such auditorsinstruction in regard to any matterrelating to theperformance of their functions as such. (b)to conduct asupplementary or test audit of the fi nancialstatement ofthe Company by such person or persons ashe mayauthorize in this behalf and for the purposes

			ofsuchaudit to have access at all reasonable times toallaccounts account books vouchers documents andotherpapers of the Company and to require informationoradditional information to be furnished to any personorpersons so authorized on such matters by suchpersonor persons and in such form as the Comptroller andAuditor General may by general or special orderdirect.Comments upon or supplement to audit report bytheComptroller Auditor General of India to be placedbeforethe annual general meeting The auditors aforesaidshallsubmit a copy of his her audit report to theComptrollerand Auditor General of India who shall havethe right tocomment upon or supplement such auditreport in suchmanner as he may think fi t. Any suchcomments upon orsupplement to the audit report shallbe placed before theAnnual General Meeting of theCompany at the sametime and in the same manner asthe audit report. 157.Service of Documents Manner ofService of DocumentsA document or notice may beserved or given by theCompany to any Member eitherthrough speed postregistered post or through electronicmode to hisregistered address or (if he has no registeredaddress inIndia) to the address if any in India supplied byhim to theCompany for serving documents or notices onhim.Notice is to be sent by the company throughitsauthorized and secured computer programme whichiscapable of producing confi rmation and keeping recordofsuch communication addressed to the person entitledtoreceive such communication at the last electronicmailaddress provided by the member. The notice may besentthrough e-mail as a text or as an attachment to e-mail oras a notifi cation providing electronic link orUniformResource Locator for accessing such noticethrough in-house facility or its registrar and transferagent orauthorise any third party agency providing bulk e-mailfacility. When notices or documents served onMembersWhere a document or notice is sent by postservice ofthe document or notice shall be deemed to beeffectedby properly addressing prepaying and posting alettercontaining the document or notice. When noticeornotifi cations of availability of notice are sent by e-mailthe company should ensure that it uses a systemwhichproduces confi rmation of the total number ofrecipientse-mailed and a record of each recipient towhom thenotice has been sent and copy of such recordand anynotices of any failed transmissions andsubsequent re- sending shall be retained by or on behalfof the companyas proof of sending. Provided that themember shallprovide the updated email address to thecompany andfor that company will provide an advanceopportunity atleast once in a fi nancial year to themember to registerhis e-mail address and changestherein and such requestmay be made by only thosemembers who have not gottheir email id recorded or toupdate a fresh email id.Notice will also besimultaneously updated in the websiteof the company.By Advertisement A document or noticeadvertised in anewspaper circulating in theneighbourhood of theRegistered Offi ce shall be deemedto be duly served orsent on the day on which theadvertisement appears onor to every Member who hasno registered address inIndia and has not supplied to theCompany an addresswithin India for the serving ofdocuments on sending thenotices to him.

			ExplanatoryStatement of material factsunder Section 102 need notbe advertised but it will bementioned in theadvertisement that the Statement hasbeen forwarded tothe Members. On personalrepresentatives etc. Adocument or notice may be servedor given by theCompany on or to the persons entitled to ashare inconsequence of the death or insolvency of a Member bysending it through the post in prepaid letteraddressed tothem by name or by the title ofrepresentative of thedeceased or assignee of theinsolvent or by any likedescription at the address (if any)in India supplied forthe purpose by the persons claimedto be entitled or untilsuch an address has been sosupplied by serving thedocument or notice in any mannerin which the samemight have been given if the death orinsolvency had notoccurred. To whom documents ornotices must beserved or given Documents or notices ofevery GeneralMeeting shall be served or given in samemanner asherein before or to (a) every member of thecompanylegal representative of any deceased memberor theassignee of an insolvent member (b) the auditororauditors of the company and (c) every director ofthecompany. Members bound by documents ornoticesserved on or given to previous holders Everyperson whoby operation of law transfer or other meanswhatsoevershall become entitled to any share shall bebound byevery document or notice in respect of suchshare whichpreviously to his name and address beingentered in theRegister of Members shall have been dulyserved on orgiven to the person from whom he deriveshis title tosuch shares. Documents or notice by Companyandsignature thereto Any document or notice to beserved orgiven by the Company may be signed by adirector or keymanagerial personnel or an offi cer of thecompany dulyauthorised by the Board in this behalf.Service ofdocument or notice by Member All documentsor noticesto be served or given by Members on or to theCompanyor any offi cer thereof shall be served or givenby sendingit to the Company or Offi cer at the Offi ce bypost orthrough electronic mode under a certifi cate ofposting orby registered post or through email. 158.Secrecy (a)Every Director Manager Auditor TreasurerTrusteemember of a committee offi cer servant agentaccountantor other person employed in the business oftheCompany shall if so required by the Directorsbeforeentering upon his duties sign a declarationpledginghimself to observe strict secrecy respecting alltransactions and affairs of the Company withthecustomers and the state of the accounts withindividualsand in matters relating thereto and shall bysuchdeclaration pledge himself not to reveal any ofthematters which may come to his knowledge inthedischarge of his duties except when required so to dobythe Directors or by law or by the person to whomsuchmatters relate and except so far as may benecessary inorder to comply with any of the provisions inthesepresents contained. (b) No Member shall beentitled tovisit or inspect any work of the Companywithout thepermission of the Directors or to requirediscovery of orany information respecting any details ofthe Companystrading or any matter which is or maybe inthe nature of atrade secret mystery of trade secretprocess or any othermatter which may relate to theconduct of the businessof the Company and which in

			theopinion of the Directorsit would be in expedient in theinterest of the Company todisclose.159.Copies ofMemorandum and Articles ofAssociation to be sent bythe Company Copies of theMemorandum and Articles ofAssociation of theCompany and other documentsreferred to in Section 17of the Act shall be sent by theCompany to every Memberat his request within seven days of the request onpayment of such fees as maybeprescribed.

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 Through its Authorised representative Sachin Arora S/o Prem Lal Arora R/o F-5, 1903, Supertech, Eco, Village, 1, Noida, Gautam BuddhNagar, Uttar Pradesh 201301 Occupation-Service	A*G*A*4*4*	New Delhi		03/12/2025
2	Shri Neeraj Singh S/o Dayashankar Singh R/o C-703 F-2 The Crescent Appartment,Sector-50, Noida, Gautam BudhaNagar, Uttar Pradesh -201301 Occupation - Service (As Nominee of PFC Consulting Limited)	0*6*3*9*	New Delhi		03/12/2025
3	Shri Rakesh Mohan S/o Lakshman Singh R/o Flat No 364, Sunehari Bagh Appartment, Sector-13 Rohini, Rohini sector-14, North West Delhi,Delhi - 110085 Occupation Service (As Nominee of PFCConsulting Limited)	0*6*4*2*	New Delhi		03/12/2025
4	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*	New Delhi		03/12/2025
5	Shri Sachin Shukla S/o Raj Kumar Shukla R/o 4th Floor,House No 6, H1 Block, GoodEarth City Center, South CityII, Gurgaon - 122018, Haryana,India, Occupation - Service(As Nominee of PFC Consulting Limited)	0*6*3*6*	New Delhi		03/12/2025

6	Shri Anubhav Kansal S/o Krishan Bhagwan Kansal B1-304 3rd Floortower B1 Ivy County Sector-75 Gautam Buddha Nagar Noida Uttar Pradesh 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	1*5*8*3*	New Delhi		03/12/2025
7	Shri Sanjay Kumar Nayak S/o Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector-56, Gurgaon, Haryana - 122011, Occupation - Service (AsNominee of PFC ConsultingLimited)	0*1*7*9*	New Delhi		03/12/2025

Signed before me						
Name Prefix *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)*	***Name of the witness**	***Address, Description and Occupation**	***DIN / PAN / Passport number / Membership**	***Place**	**DSC**	**Dated**
FCS	Prakash Verma	Address: Plot No-14, Rajbagh Colony, Sahibabad, Near Rajbagh Metro Station and Jain Mandir Road, Ghaziabad-201005, Uttar Pradesh, Description: Company Secretary in Practice, Occupation: CS in Practice	9*5*	New Delhi		03/12/2025

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
9, DEEN DAYAL UPADHYAYA MARG, NEW DELHI - 110 124

No./CA. V/ COY/CENTRAL GOVERNMENT, LRTL(1)/2184
Dated :10/03/2026

To
THE MANAGING DIRECTOR
LATUR REZ TRANSMISSION LIMITED
URJANIDHI, FIRST FLOOR
1, BARAKHAMBA LANE, CONNAUGHT PLACE
NEW DELHI-110001

Subject: Appointment of Auditors under section 139 of the Companies Act, 2013 for the financial year 2025-2026 (from 10.12.2025 to 31.03.2026)

Sir/Madam,

I am directed to state that in exercise of the powers conferred by section 139 of the Companies Act 2013, the Comptroller and Auditor General of India is pleased to appoint the Chartered Accountant firms/Limited Liability Partnerships As per Annexure - II as the Statutory/Joint Statutory/ Branch Auditors of the company for the year(s): 2025-2026. Statutory/Joint Statutory Auditor (s) of holding company shall also be the auditors of Consolidated Financial Statements under section 139 read with section 129(4) of the Companies Act, 2013.

2. You are requested to contact the concerned auditors individually under intimation to this office

3. The supplementary/test audit under sections 143 (6) &(7) of the Companies Act, 2013 of your company is entrusted to
DIRECTOR GENERAL OF AUDIT, POWER
4th &5th FLOOR, ANNEXE BLDG
10, BAHADUR SHAH ZAFAR MARG
NEW DELHI-110124

4. The remuneration and other allowances payable to the auditors may be regulated as per the provisions of section 142 of the Companies Act 2013 read with guidelines issued by the Department of Company Affairs vide no. 7/76 dated 8th April, 1976 and no. 8/6/83 dated 07th June, 1984.

5. Any revision in the audit fees payable (including fees for consolidation) for the year 2025-2026 and item-wise details of all remuneration paid to the auditors for other services (other than statutory audit) along with the amount of TA/DA paid for 2024-2025 may be intimated. The said information may be provided as soon as the Accounts for the year 2024-2025 is finalised so as to enable this office to review the appointment/ re-appointment of the appointed auditors.

6. The above appointment is subject to the other conditions stipulated in Annexure-I (available on the CAG's website http://care.cag.gov.in/policy/terms.pdf).

Yours faithfully,
Sr. Administrative Officer

Phone: 011-23509240,011-23509223 E-mail: saoappointment@cag.gov.in

ANNEXURE - II

LIST OF CHARTERED ACCOUNTANT FIRMS FOR THE YEAR 2025-2026

Sl. No.	Firm Name	PSU Code / Unit Code	Station	Audit Details
STATUTORY AUDITOR				
1	J JAIN &CO ***(CA2056)*** . A J CHAMBERS- 4TH FLOOR ROOM NO 414,953 - 956 STREET NO 4 NAIWALA,KAROL BAGH NEW DELHI - 110005	LRTL ST AR (1)	NEW DELHI	

(This is a computer generated letter hence no signature is required**)**

PUBLIC NOTICE

LATUR REZ TRANSMISSION LIMITED

Registered Office: M 130-131, Second Floor, M-42, Connaught Circle, Shankar Market, Block M, Connaught Place, New Delhi – 110001

CIN: U42201DL2025GOI459301

Inviting Suggestions/Objections on Latur REZ Transmission Limited's Application for Grant of Transmission Licence

1. Latur REZ Transmission Limited has filed an Application for grant of Transmission Licence before the Maharashtra Electricity Regulatory Commission under the provisions of Sections 14 and 15 of the Electricity Act, 2003 and the MERC (Transmission Licence Conditions) Regulations, 2004. The Hon'ble Commission has admitted the Application on ____ and directed Latur REZ Transmission Limited to publish a Public Notice under Section 15(2) of the Electricity Act, 2003.

2. Latur REZ Transmission Limited has been incorporated as a Special Purpose Vehicle for establishment of the intra-State transmission system for *"Establishment of 400/220/132 kV AIS Latur"* (the "**Project**"). The Project shall enhance power transmission capacity and improve reliability of the transmission infrastructure in the Latur, Dharashiv and Solapur districts of Maharashtra. The Project has been awarded through Tariff Based Competitive Bidding process conducted by PFC Consulting Limited, notified as the Bid Process Coordinator by the Government of Maharashtra.

3. The Project consists of establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV level and 3 x 315 MVA, 400/132 kV ICTs, along with a 400 kV D/C line from AIS Latur to 400 kV Washi (Proposed), 220 kV D/C lines from AIS Latur to 220 kV Harangul, 220 kV Murud, 220 kV Vairag and 220 kV Narangwadi (all Existing), 220 kV connectivity to solar generators, and 132 kV D/C lines from AIS Latur to 220 kV Tuljapur and 132 kV Ausa

(both Existing). Montecarlo Energy Limited has emerged as the successful bidder pursuant to the bidding process and, upon completion of the steps recorded in the Application, shall acquire the entire equity shareholding of Latur REZ Transmission Limited, which is required to obtain Transmission Licence for establishment, operation and maintenance of the said Intra-State Transmission System in the State of Maharashtra. Accordingly, Latur REZ Transmission Limited has applied for grant of Transmission Licence.

4. The Hon'ble Commission has directed Latur REZ Transmission Limited to invite Suggestions/Objections from the Public on its Application for grant of Transmission Licence through this Notice. The contact details of the nodal person from whom a copy of the Application may be obtained for inspection or purchase are as under:

   a. **Name:** Sandipsinh Gohil

   b. **Address from which to obtain the Application copy for inspection or purchase**: M 130-131, Second Floor, M-42, Connaught Circle, Shankar Market, Block M, Connaught Place, New Delhi – 110001

   c. **Timing for inspection or purchase**: During working days between 10:00 hrs to 17:00 hrs.

   d. Detailed Application Documents (in English) along with CD on payment of Rs. 100/- in cash or by DD/Cheque drawn on "Latur REZ Transmission Limited" payable at Mumbai.

   e. Website address from where the copy of the Application may be downloaded free of cost: www.mclindia.com

5. In response to the Public Notice published, every person who intends to file suggestions/objections can submit the same in English or Marathi language in writing by uploading it through the 'E-Public Consultation' tab on the MERC website (www.merc.gov.in/e-public-consultation). In case of any difficulty in accessing this feature, concerned stakeholders can contact the MERC Office on Mobile No. 8928071522 or on Email

ID suggestions@merc.gov.in between 10:00 AM to 05:00 PM on all working days.

6. A person who has uploaded suggestions and objections on the 'E-Public Consultation' tab need not file any hard copy of its submission. A person who does not have access to electronic media can file suggestions and objections in hard copy addressed to the 'Secretary', Maharashtra Electricity Regulatory Commission (MERC), 13th Floor, Centre No. 1, World Trade Centre, Cuffe Parade, Mumbai, 400005, along with proof of service on the nodal person named at Point No. 4 above at the address stated therein, and such submission should carry the full name, postal address and email address, if any, of the sender. Suggestions and/or objections received after ____ on ____shall not be considered. Suggestions/Objections filed through any other mode shall not be considered.

7. Latur REZ Transmission Limited shall reply to each of the objections/comments received within three days of the receipt of the same, but not later than ____, for all the objections/comments received till _____.

Place: _____

Date: _____

sd/-

Sandipsinh Gohil,

Director

Set-1 Clarifications to intra-state transmission scheme "Establishment of 400/220/132 kV AIS Latur"

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
1	**RFP** **Clause 1.6.2.1 (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.	It is requested you to kindly provide present status of process initiated by BPC with regard to section 68 approval.	Approval for laying of Overhead Transmission Lines under Section 68 has been applied. The same shall be shared with the successful bidder.
2	**RFP** **Clause 1.6.2.1 (4):** To initiate process of seeking forest clearance, if required.	It is requested you to kindly provide present status of Forest Clearances if any transmission line corridor area falling in wildlife forest / reserve forest/ mangroves.	Based on the preliminary survey, the process of initiation of forest clearance for the forest stretches, if any, enroute the proposed route 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 clearance for forest/wildlife forest / reserve forest/ mangroves etc. enroute, based on the route finalized by them after detailed survey considering the requirements of RFP and CEA regulations. Bidders may also refer to clause 2.5.7.3 of RFP.
3	**RFP** **Clause 1.6.2.2:**	Please provide copy of all such document available with you from the State Government	The necessary support shall be provided to the TSP on case-to-case basis, within

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	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	and/or Ministry of Power and/or kindly facilitate for State Support Agreement.	applicable laws and regulatory framework.
4	**RFP** Clause 1.10 The Ministry of Power and the appropriate state government(s) shall provide their support to the TSP, on best endeavor basis, in enabling the TSP to develop the Project.	We request you to share all such documents or correspondence happened with MOP and State Government, this will help the TSP is taking further approvals for the project.	The necessary support shall be provided to the TSP on case-to-case basis, within applicable laws and regulatory framework.
5	**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%)	BPC will appreciate that the completion of said activities by the Selected Bidder within ten (10) days after issuance of LoI is very stringent. Also, execution of SPV / signing of share purchase agreement is not within the control of TSP as it is dependent on certain regulatory approvals as well. We therefore request to consider at least 30 days' time for completion of these activities as well as provide a carve out for consequences if the delay is not on account of TSP.	This is as per the Standard Bidding Documents and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	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;		
6	Clause 2.15.2 Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, shall also be borne by the Selected Bidder.	We request you to provide Applicable Stamp Duty Charges and Amount of Stamp Paper for the following agreements: i. Transmission Service Agreement ii. Share Purchase Agreement iii. Power of Attorney iv. Share Transfer Form It will be helpful if you can specify the name of 1st party and 2nd party for purchase of stamp papers.	As per the Delhi Stamp duty Schedule 1A, stamp duty payable on Share Purchase Agreements is Rs. 1,000; however such agreement also include separate agreements in respect of Arbitration, Indemnity, guarantee, etc. and stamp duty on these separate items are also considered for the total stamp duty payable. Therefore, based on these identified stamp duties and taking some extra ones, the stamp duty of Rs. 1,200 has been considered for Share Purchase Agreements. This is a customary practice and we are fine with the same. The TSA would be executed in Maharashtra and Stamp Duty payable by the TSP shall be as per applicable Maharashtra Stamp Act. Three agreements will be signed in original, therefore separate stamp duty is payable on each of the agreement.
7	**RFP** Clause 2.15.4	The condition to apply for grant of transmission license and make application for adoption of transmission charges within 5 days is onerous.	This is as per the Standard Bidding Documents and amendments thereof,

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	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.	Request to please change the relevant provisions as per the suggested text in RFP and TSA **Suggested text for the amendment** Clause 2.15.4 may be reworded as below - Within ten (10) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003.	issued by the Ministry of Power and hence, no change is envisaged.
8	**RFP** Clause 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 [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	It is requested to kindly clarify as to what will be the consequences if the Selected Bidders fails to comply with any of Its obligations under 2.15.2, 2.15.3 and 2.15.3 due to reasons beyond the control of or not attributable to Selected Bidder / TSP. As the consequences for failure to comply the obligations under 2.15.2, 2.15.3 and 2.15.3 is the cancellation of Letter of Intent (LOI). We request you to reconsider the same as it would be unfair if LOI of selected bidder is cancelled due to reasons beyond its control.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail. Further, the provision for extension provided in Clause 2.15.2 of RFP document shall be applicable.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	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.		
9	**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 being made available on BPC website. It is also shared with the bidders through email.
10	**RFP** **Clause 3.6.1** However, if no bid is received during the e-reverse bidding stage then the Bidder with lowest quoted initial transmission charges ("Initial Offer") during e-bidding stage shall be declared as the Successful Bidder, ……	We request you to clarify, if two or more bidders quote the same initial offer which turns out to be prevailing lowest levelized tariff and no further discount is offered by any bidder during e-reverse auction. In such case what will be the modality BPC will follow for award of project. BPC to confirm	The e-RA will be conducted as per SBDs and the details of the successful bidder will be intimated only after conclusion of e-Reverse Auction (e-RA) process. In e-RA, two bidders cannot have same price bid as every bid has to be necessarily less than the previous bid. In case of Initial Offer, as bids are encrypted, two bidders may quote the same initial price offer. Two or more bidders quoting the same initial price offer would be a rare and hypothetical scenario. In such a hypothetical case, if no bids are quoted in e-RA because of two bidders quoting the same IPO price, the decision of the competent authority shall prevail.
11	**RFP** General	The board meeting of Bidding Company / TEE may not be scheduled till RFP submission.	The Board Resolutions passed by the Management Committee with duly authorized delegation of power in favour

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		Thus, we request you to kindly consider the board resolution passed by the management committee formed by the board of directors' w.r.t. Authorization from Bidding Company and TEE. 1)We request you to kindly accept the Board resolutions passed by Management Committees formed by the Board of Directors of Bidding Company and TEE / affiliate respectively and duly authorized by the Board of Directors for participation in various tenders issued by Govt. authorities in response to the RFP submission. 2)We request you to clarify whether there are any deviations/addition in the RFP/TSA documents from the Standard Bidding documents (SBD) and if any, whether approval for the same has been taken or not. Please provide the list of the same, if any.	of the Management Committee from the Board of Directors may be considered as per the provisions of RFP.
12	**RFP** ANNEXURE 22 – FORMAT FOR AFFIDAVIT	We understand that the declaration and details with respect to conviction and investigation is to be provided for Affiliate / Parent company of the Bidding company only if such an Affiliate / Parent company is being used for meeting financial / technical qualification requirements.	The declaration and details with respect to Clause 2.1.9 of RFP is to be provided by the bidding company including Affiliate / Parent company of the Bidding company being used for meeting financial/technical qualification requirements as per Annexure 22 of the RFP document.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
13	**TSA** **Clause 1.6.1.5** The TSP shall seek approval under Section 164 of Electricity Act, from CEA after acquisition of [Insert the name of the SPV], The approval shall be granted by CEA generally within 30 days but in no case later than 45 days from the date of receipt of application (complete in all aspects).	It may be appreciated that obtaining approval U/s 164 takes considerable time. In the interest of timely completion of project, it is suggested that BPC may initiate the process U/s 164. It is requested you to kindly clarify whether process of obtaining authorization U/s 164 of Electricity Act, 2003 would be initiated by BPC. **Suggested text for the amendment** It is suggested that BPC may initiate the process for obtaining approval U/s 164 based on the survey undertaken by BPC.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail. Further, as per the provisions of RFP, TSP shall initiate the process for obtaining approval U/s 164.
14	**TSA** **Article 3.3.1** If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Long Term Transmission System Users additional Rs. 2.91 Crore (Rupees Two Crore Ninety one Lakh Only)	Additional CPG shall be recovered for the non-fulfillment of Conditions Subsequent. However, this additional CPG is then forming part of CPG and is being retained by Nodal Agency. Considering the fact that additional CPG is consequential guarantee for performance related to condition subsequent, it is requested to review the provision and amend the provision to refund the additional CPG on fulfillment of Conditions Subsequent. In view of the rationale provided here, it is requested to amend the provision regarding refund of additional CPG on fulfillment of Conditions Subsequent.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	within two (2) Business Days of expiry of every Month. Such additional Contract Performance Guarantee shall be provided to Long Term Transmission System Users in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Long Term Transmission System Users shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.		
15	**TSA** **Article 4.4 Extension of Time**	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. TSP is required to obtain certain clearances/ approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and approval for adoption of tariff etc. In case if there	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		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.	
16	**TSA** **Article 5.1.2** The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).	There may be number of reasons for unsuitability of the site or transmission line route which are beyond control of the TSP. For such instances, suitable extension of time and appropriate adjustment in tariff shall be provided. TSP cannot be burdened with impact of unsuitability of the site or transmission line route due to reasons beyond control. Therefore, suitable revision may be carried out in clause 5.1.2.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
17	**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	Construction drawings and few specific documents may be proprietary/ confidential and is against commercial interest of the TSP. Inspection of Construction drawings and other documents related to construction may be deleted from clause no. 5.6.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	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.		
18	**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 TSA shall prevail.
19	**TSA** **Article 11.3 Force Majeure** A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the	**Suggested text for the amendment** Underlined text may be added under Article 11.3 : A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party or **makes performance of**	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	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:	**obligation commercially unviable for the Affected Party** in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:	
20	**TSA & RFP** **<u>Provisions in TSA</u>** *(Provision related to non fulfilment of condition subsequent)* **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.	The blacklisting of TSP for a period of 5 years for default, failure to complete conditions subsequent & annulment of award, and for indefinite period for error in online and physical submission is onerous and harsh on TSP. TSP's event of default covers a lot of activities, and if TSP fails to comply with even one activity, TSP is at risk of getting blacklisted. Further, TSA provides discretionary right to Nodal agency to decide whether TSP would be blacklisted. In case of discrepancy in submission, it is requested that BPC shall seek clarification from bidder and upon failure to provide clarification and complete investigation only, should construe such activity as fraudulent practice.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	(Termination procedure for TSP event of default) **13.2** Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years. **<u>Provisions in RFP</u>** *(Non fulfilment of Obligations by TSP post issuance of LoI and post acquisition of SPV)* **2.15.8** The annulment of the award, under Clause 2.15.5 or 2.15.6 of this RFP, shall be sufficient grounds for blacklisting the bidder, whose award has been annulled, for a period of five years or more, as decided by the National Committee on Transmission, provided that the blacklisting shall be done only after giving the bidder an opportunity for showing cause.	Hence it is requested to include blacklisting only in extreme cases and provide definite guidelines on Nodal Agency's right to blacklist bidders. Also in RFP, blacklisting for annulment of project award would be done by government, while in other cases it would done by Nodal Agency. It is requested that blacklisting rights shall only reside with government.	

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	(*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.		
21	**TSA** **13.3 Procedure for Nodal Agency's non-fulfilment of Role** a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2. the TSP may serve notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a ''TSP's Preliminary Notice''), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfillment of role by the Nodal Agency.	The contract clauses as per TSA favors the Nodal Agency. All the termination rights are provided to Nodal Agency and the agreement does not provide the other party (TSP) right to terminate in case of default of Nodal Agency. In absence of termination right, TSP is at risk commercially, if Nodal agency fails to fulfill its assigned responsibilities, for example failure of Nodal Agency to pay the quoted transmission charges. Also, the methodology for computation of compensation to TSP, in case of mutual agreement to terminate, should be defined upfront. **Suggested text for the amendment**	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		13.3 Procedure for Nodal Agency's non-fulfilment of Role a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2. the TSP may serve **TERMINATION** notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a "TSP's Preliminary **Termination** Notice").	
22	**TSA** 3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, 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	In case of delay in SCOD due to FM event, the provision gives discretionary right to Nodal Agency to terminate TSA after occurrence of FM event. There should be gestation period of at least 6 months after start of FM event. Post completion of 6 months, both parties may decide to terminate the contract on mutual agreement. In case of FM, there should not be any unilateral right to terminate. Also, the methodology for computation of compensation to TSP, in case of mutual agreement to terminate, should be defined upfront. **Suggested text for the amendment** 3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1. 4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. **Alternatively, if deemed necessary, the Nodal Agency may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement. 13.4 Termination due to Force Majeure 13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be	Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. I**n case the Force Majeure Event continues even after a period of one hundred and eighty (180) days if deemed necessary, the Nodal Agency or TSP, upon mutual agreement may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to **the other party**, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1. 4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. I**n case the Force Majeure Event continues even after a period of one hundred and eighty (180) days if deemed necessary, the Nodal Agency or TSP, upon mutual agreement may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to **the other party**, in writing, of at least seven (7) days, with a	

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	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.	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.	
23	**TSA** Clause 5.8 "Remedial Measures: The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or CEA and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or CEA and/ or the Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or CEA and/ or the Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. **If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, this Agreement may be terminated by**	This is very stringent clause and provides for agreement termination at the subjective discretion of Nodal Agency. Request to modify the clause as: **…… If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, it may refer the same to the Appropriate Commission for appropriate action.**	This is as per the Standard Bidding Documents. No change is envisaged

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	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 ."		
24	**TSA** 13.7 Termination Payment 13.7.1 If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Long Term Transmission System User's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Long Term Transmission System User shall take over the Project Assets	Guidelines on valuation of project assets conducted should be provided to ensure there is no ambiguity. Further if TSA is terminated during operating period of project, guidelines on valuation of assets in such event to be provided.	Valuation of project assets shall be done as per the prevailing industry practices. Please refer Clause No. 18.2.e. of TSA.
25	**TSA** 13.5 Termination or amendment due to non-requirement of any Element or Project during construction 13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason	Guidelines on amendment of TSA in case of non-requirement of any element during construction should be clearly specified, especially the treatment of Quoted Transmission Charges and capital cost of element no longer required. For example, if 50% construction of an element is completed and that element is not required, how	Valuation of project assets shall be done as per the prevailing industry practices. Please refer Clause No. 18.2.e. of TSA.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	whatsoever, the Nodal Agency may issue a notice to this effect to the TSP. 13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required. 13.5.3 The TSP shall neither carry out further Investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice. 13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.	would the TSP be compensated for the capital cost of the element.	
26	**TSA** 12. 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.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		Inclusion of change in acquisition price in Change in Law	
27	**TSA** D)The TSP has agreed to make an application for a Transmission License to the Commission for setting up the Project on **build, own, operate and transfer basis.**	As per revised TSA, asset to be transferred to Nodal agency post 35 years (BOOT). The assets created would be **Financial assets instead of Fixed assets**. Under IndAS accounting rules, **depreciation** of financial assets is **not allowed**. Further, TSP would be at risk of authorities levying 18% GST upfront on construction revenue recognized on COD. **Higher taxation** would impact the project economics eventually leading to higher tariff for the Consumers. Under BOOT model, **asset condition may degrade** towards end of concession period due to lack of incentive for developer to maintain the asset by incurring some capex. Hence it is requested to continue with the BOOM model. **Suggested text for the amendment** 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**.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
28	**TSA** 5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this	Clause 13.1.b of TSA allows upto 6 months' delay in commissioning of element after SCOD. 10% sequestration clause does not cover any delay due FM or CIL event. If in case all the elements of projects are declared as "critical elements", TSP is liable for 10% CPG	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	Agreement, **beyond a period of 45 days** shall lead to a sequestration of 10% of the Contract Performance Guarantee. 6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.	sequestration. It is requested to kindly extend period beyond which CPG sequestration shall occur to 6 months. Further, TSP should not be made liable for LD payments on account of delay in project / element commissioning more than as identified under clauses 6.4.1 and 6.4.2 **Suggested text for the amendment** 5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, **beyond a period of 6 months (as per clause 13.1.b) unless extended by Nodal Agency due to FM/CIL as per provisions of this agreement,** shall lead to a sequestration of 10% of the Contract Performance Guarantee.	
29	**TSA** **1.2 Computation of Monthly Transmission Charges** AA- Actual Availability ; MTC- Monthly transmission charges; Tmn = transmission charges for month "m" in contract year "n" *For incentive* *a. If 98%< AA < 98.5%; MTC= Tmn*1;* *b. If 98.5% < AA < 99.75% ;*	The tariff for projects under TBCB has seen a reduction of 30%-50% as compared to RTM projects. The incentive for maintaining availability above target availability aids in increasing reliability of the transmission system. As the incentive is reduced as per revised provisions, developers may increase the Quoted tariffs to compensate which may result in increased cost of electricity to end consumer. Further there is no incentive for maintaining actual availability between 98% and 98.5%. Hence it is requested to continue with existing provisions for penalty and incentive calculation.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	MTC= Tmn (AA / 98.5 %);* *c. If AA> 99.75%;* *MTC = Tmn* (99.75 % /98.5 %);* *For Penalty* *d. If 95 % < AA < 98 %* *MTC = Tmn* (AA / 98 %);* *e. If AA < 95 %* *MTC = Tmn* (AA/98 %) – 0.02* (Tmn* (AA/98%))*	**Suggested text for the amendment** *Incentive = 0.02 x Annual Transmission Charges x (Actual Annual Availability – Target Availability)* Target Availability: AC -98% & HVDC -95% *Incentive = 0.02 x Annual Transmission Charges x (Actual Annual Availability – Target Availability)* Target Availability: AC -98% & HVDC -95%	
30	**TSA** 3.3.4 Provided, that due to the provisions of Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1 .3, shall lead to an equal increase in the time period for the Scheduled COD. **If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.**	In event of FM/CIL event, provisions under revised TSA do not provide for any adjustment in transmission charges for a period of 180 days. TSP is allowed to recover interest cost during construction for period exceeding 180 days. As large portion (70%) of project cost is funded through debt, repayment of which does not start till COD, any delay in SCOD leads to higher interest built up. This severely affects the project economics of developer. Hence it is requested to allow for recovery of interest cost during construction for entire period of FM/CIL event. **Suggested text for the amendment** 3.3.4 Provided, that due to the provisions of Article 3.3.4, any increase in the time period for	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		completion of conditions subsequent mentioned under Article 3.1 .3, shall lead to an equal increase in the time period for the Scheduled COD. **The TSP will be allowed to recover the interest cost during construction corresponding for the period of FM/CIL event by adjustment in the Transmission Charges in accordance with Schedule 9.**	
31	**TSA** 18. 1 The Nodal Agency shall appoint an agency/ company as Independent Engineer (IE)……. Responsibilities of IE include progress monitoring, ensuring quality, determine costs of works/services, determine valuation of project assets, assist parties in dispute resolution.	It is requested to not appoint an external agency (Independent Engineer-IE) and the Nodal Agency to execute the functions such as progress monitoring, quality assurance, determination of works/services, valuation of projects assets. Any delay in appointment of IE would delay the project execution. Further addition of an external agency would also be an additional expense which would eventually result in tariff increase.	Nodal Agency shall appoint the Independent Engineer as per the provisions of TSA.
32	**TSA** 3.1 Satisfaction of Conditions Subsequent by the TSP c. Execute this Agreement;	Since the execution of TSA will require coordination with the CTU, it is requested that the TSA be executed before project acquisition by the project SPV in the interest of saving time. This will also facilitate early completion of the project critical activities	As per revised TBCB Guidelines and SBDs issued by MOP, GoI, TSP on the date of acquisition of SPV from the BPC will enter into a Transmission Service Agreement (TSA) with the Nodal Agency.
33	**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 …… 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.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
34	**SPA** Clause 3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the Shares of the Company by the Selected Bidder as per Clause 3.3, (a) the authority of the BPC in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by the Central Transmission Utility of India Limited themselves, (b) all rights and obligations of the BPC shall cease forthwith, (c) all other rights and obligations of the Company shall be of the TSP and (d) any decisions taken by the BPC on behalf of the Company prior to the date of acquisition, shall continue to be binding on the Company and/or Central Transmission Utility of India Limited as the case may be.	We understand that acquisition price towards acquisition of one hundred percent (100%) of the equity shareholding of the Company, communicated to bidder would include all liabilities pertaining to SPV prior to closing date. Please confirm	The 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.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
35	**RFP** 400 kV line bays at 400 kV Washi(Proposed) 220 kV line bays at 220 kV Harangul(Existing) 220 kV line bays at 220 kV Murud (Existing) 220 kV line bays at 220 kV Vairag(Existing) 220 kV line bays at 220 kV Narangwadi(Existing) 132 kV line bays at 220 kV Tuljapur (Existing) 132 kV line bays at 132 kV Ausa (Existing) 220 kV Connectivity to Solar Generators. Sl. No. 2,3,4,5,6,8 & 9 General Scope of work	BPC to share the existing SLD & Layout with marking on present scope of work for better clarity.	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalized by the developer of substation. Further, available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.
36	**RFP** 400 kV line bays at 400 kV Washi(Proposed) 220 kV line bays at 220 kV Harangul(Existing) 220 kV line bays at 220 kV Murud (Existing) 220 kV line bays at 220 kV Vairag(Existing) 220 kV line bays at 220 kV Narangwadi(Existing)	it is understood that existing busbar protection have provision for future bays and also PUs are available for future bays. BPC to confirm. Also provide the make and Model of Bus bar protection	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalized by the developer of substation. Further, available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	132 kV line bays at 220 kV Tuljapur (Existing) 132 kV line bays at 132 kV Ausa (Existing) 220 kV Connectivity to Solar Generators. B.2.4 d)		
37	**RFP** 400 kV line bays at 400 kV Washi(Proposed) 220 kV line bays at 220 kV Harangul(Existing) 220 kV line bays at 220 kV Murud (Existing), 220 kV line bays at 220 kV Vairag(Existing) 220 kV line bays at 220 kV Narangwadi(Existing) 132 kV line bays at 220 kV Tuljapur (Existing) 132 kV line bays at 132 kV Ausa (Existing) 220 kV Connectivity to Solar Generators. B.3.1	It is understood that existing station having sufficient capacity of LT Trafo, DG set, Battery and battery charger to cater load of bays under present scope and TSP need not to consider New Trafo, DG set & Battey & Battery Charger. BPC to confirm the understanding	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalized by the developer of substation. Further, available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.
38	**RFP** 400 kV line bays at 400 kV Washi(Proposed) 220 kV line bays at 220 kV Harangul(Existing)	BPC to confirm the availability of AC & DC feeder in existing ACDB & DCDB for present scope of work	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalized by the developer of substation.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	220 kV line bays at 220 kV Murud (Existing) 220 kV line bays at 220 kV Vairag(Existing) 220 kV line bays at 220 kV Narangwadi(Existing) 132 kV line bays at 220 kV Tuljapur (Existing) 132 kV line bays at 132 kV Ausa (Existing) 220 kV Connectivity to Solar Generators. B.3.1 iii)		Further, available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.
39	**RFP** 400 kV line bays at 400 kV Washi(Proposed) 220 kV line bays at 220 kV Harangul(Existing) 220 kV line bays at 220 kV Murud (Existing) 220 kV line bays at 220 kV Vairag(Existing) 220 kV line bays at 220 kV Narangwadi(Existing) 132 kV line bays at 220 kV Tuljapur (Existing) 132 kV line bays at 132 kV Ausa (Existing) 220 kV Connectivity to Solar Generators.	BPC to confirm whether the adjacent gantry is suitable for Bay extension or not.	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalized by the developer of substation. Further, available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	B.4 a)		
40	**RFP** 400 kV line bays at 400 kV Washi(Proposed) 220 kV line bays at 220 kV Harangul(Existing) 220 kV line bays at 220 kV Murud (Existing) 220 kV line bays at 220 kV Vairag(Existing) 220 kV line bays at 220 kV Narangwadi(Existing) 132 kV line bays at 220 kV Tuljapur (Existing) 132 kV line bays at 132 kV Ausa (Existing) 220 kV Connectivity to Solar Generators.	BPC to confirm Main cable trenches from the control room building to switchyard shall have adequate space provision for laying of cables under the present scope of work.	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalized by the developer of substation. Further, available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.
41	**RFP** 400 kV line bays at 400 kV Washi(Proposed) 220 kV line bays at 220 kV Harangul(Existing) 220 kV line bays at 220 kV Murud (Existing) 220 kV line bays at 220 kV Vairag(Existing) 220 kV line bays at 220 kV Narangwadi(Existing) 132 kV line bays at 220 kV Tuljapur (Existing) 132 kV line bays at 132 kV Ausa (Existing)	A separate FFPH system is not included in the current scope of work. Extension from the existing system has been considered. BPC to confirm our understanding.	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalised by the developer of substation. Existing fire-fighting systems shall be extended to meet the requirements under present scope. Bidder understanding is correct.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	220 kV Connectivity to Solar Generators B.3.2 Fire Fighting System		
42	**RFP** 400 kV line bays at 400 kV Washi(Proposed) Sl. No. 2	We understand that the present scope of work includes two numbers of 400 kV line bays at 400 kV Washi(Proposed) SS for 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed). BPC to confirm our understanding.	Bidder's understanding is correct. Scope of RFP shall prevail.
43	**RFP** 220 kV line bays at 220 kV Harangul (Existing) Sl. No. 3	We understand that the present scope of work includes two numbers of 220 kV line bays at 220 kV Murud (Existing) SS for 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing). BPC to confirm our understanding.	Bidder's understanding is correct. Scope of RFP shall prevail.
44	**RFP** 220 kV line bays at 220 kV Murud (Existing) Sl. No. 4	We understand that the present scope of work includes two numbers of 220 kV line bays at 220 kV Murud (Existing) SS for 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing). BPC to confirm our understanding.	Bidder's understanding is correct. Scope of RFP shall prevail.
45	**RFP** 220 kV line bays at 220 kV Vairag(Existing) Sl. No. 5	We understand that the present scope of work includes two numbers of 220 kV line bays at 220 kV Vairag(Existing) SS for 220 kV D/C line from 400 kV AIS Latur to 220kV Vairag(Existing). BPC to confirm our understanding.	Bidder's understanding is correct. Scope of RFP shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
46	**RFP** 220 kV line bays at 220 kV Narangwadi (Existing) Sl. No. 6	We understand that the present scope of work includes two numbers of 220 kV line bays at 220 kV Narangwadi (Existing) SS for 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing). BPC to confirm our understanding.	Bidder's understanding is correct. Scope of RFP shall prevail.
47	**RFP** 132 kV line bays at 220 kV Tuljapur (Existing) Sl. No. 8	We understand that the present scope of work includes two numbers of 132 kV line bays at 220 kV Tuljapur (Existing) SS for 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing). BPC to confirm our understanding.	Bidder's understanding is correct. Scope of RFP shall prevail.
48	**RFP** 132 kV line bays at 132 kV Ausa (Existing) Sl. No. 8	We understand that the present scope of work includes two numbers of 132 kV line bays at 132 kV Ausa (Existing) SS for 132 kV D/C line from 400 kV AIS Latur to 220 kV Ausa (Existing). BPC to confirm our understanding.	Bidder's understanding is correct. Scope of RFP shall prevail.
49	**RFP** 220 kV Connectivity to Solar Generators. Sl. No. 7	BPC does not mention location for 6 nos. of 220kV bays for solar generators. Based on our understanding, these bays are line bays. BPC to kindly mention the location for 6 nos. of 220kV line bays for solar generator	Provision of construction of 08 nos of 220 kV line bays, 06 nos. of 220 kV line bays for solar connectivity(total 8+6=14 bays to be construct) and space for future 06 nos of 220 kV line bays for solar generators is envisaged under the present scope at proposed 400 kV AIS Latur. ***220 kV bay configurations (double main & transfer bus scheme) shall be as***

<table>
<tr><th>Sl.</th><th>Clause No. and Existing provision</th><th>Clarification required /
Suggested text for the amendment</th><th>Reply</th></tr>
<tr><td></td><td></td><td></td><td>follows:

Provision of RFP shall prevail.

<table>
<tr><th>Configuration</th><th>Numbers</th></tr>
<tr><td colspan="2">Main Bus-I</td></tr>
<tr><td>a) ICT Bay</td><td>2(two)</td></tr>
<tr><td>b) line bays</td><td>7 (Seven)</td></tr>
<tr><td>c) Future space for line bays *</td><td>3(three)</td></tr>
<tr><td colspan="2">Main Bus-II</td></tr>
<tr><td>d) ICT Bay</td><td>1 (one)</td></tr>
<tr><td>e) Future space for ICT Bay*</td><td>1 (one)</td></tr>
<tr><td>f) line bay</td><td>7 (Seven)</td></tr>
<tr><td>g) Future space for line bays *</td><td>3(three)</td></tr>
</table>
</td></tr>
<tr><td>50</td><td>RFP
400 kV line bays at 400 kV Washi(Proposed)
220 kV line bays at 220 kV Harangul(Existing)
220 kV line bays at 220 kV Murud (Existing)</td><td>We request BPC to confirm that land for the existing SS at Harangul, Murud, Vairag, Narangwadi, Tuljapur, and Ausa will be provided free of cost to the TSP.

Further, in case of any land constraints at these locations, BPC is expected to clarify to the TSP</td><td>No fee/charge is envisaged for the land at the existing Sub-stations at Harangul, Murud, Vairag, Narangwadi, Tuljapur, and Ausa.

Bidders are requested to visit the site and ascertain the site availability/condition in</td></tr>
</table>

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	220 kV line bays at 220 kV Vairag(Existing) 220 kV line bays at 220 kV Narangwadi(Existing) 132 kV line bays at 220 kV Tuljapur (Existing) 132 kV line bays at 132 kV Ausa (Existing) 220 kV Connectivity to Solar Generators. Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations)	either to procure additional land or to consider opting for GIS.	coordination with the substation incharge.
51	**RFP** Connection arrangement of Switchable Line reactors shall be such that it can be used as Line. reactor as well as Bus reactor with suitable NGR bypass arrangement. B.1.2 Note-iv)	As per note iv) 'Connection arrangement of Switchable Line reactors shall be such that it can be used as Line reactor as well as Bus reactor with suitable NGR bypass arrangement.' As this project doesn't involve any line reactor this clause is not applicable for this project. BPC to confirm our understanding.	The Bidders understanding is correct.
52	**RFP** Space for 400 kV, 220 kV & 132 kV future line bays shall be kept considering provision of switchable line reactors. B.1.2 Note-iv)	As per standard TBCB practice, line reactors are applicable only for voltage levels of 400 kV and above. Accordingly, space provision for future line reactor bays may not be relevant for 220 kV and 132 kV voltage levels.	Bidder understanding is correct.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		BPC to kindly review and revise the clause in line with standard TBCB practice. Space provision of future switchable line reactor applicable for 400kV future lines only. BPC to confirm our understanding.	
53	**RFP** ANNEXURE C – Technical Specification of Transmission System 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 or mandated, shall be provided on the line	As per the A.15.0 of Annexure C – BPC to provide access of GATISHAKTI Platform to optimize the route Access to the Gati Shakti platform is required during the bid phase to ensure accurate route alignment, compliance with connectivity plans, and preparation of competitive proposals	The route alignment provided in the survey report has been prepared using Gati Shakti. BPC is a user of the GATISHAKTI portal and has no right to provide access of GATISHAKTI to bidders. The bidder may approach concern authorities for the same.
54	**RfP** Request For Proposal Notification, Clause 2 (Table Sr. No. 2) Page 4 …400 kV line bays at 400 kV Washi (Proposed)	(A) BPC is requested to share the following inputs for the extension work at 400kV Washi (proposed): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS	400 kV AIS Washi (Proposed) SS is being developed under TBCB. The details are yet to be finalized by the developer of substation. Further, available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work 8. Space in existing cable trench (B) Bidder understands that the proposed 400kV Washi Substation is an AIS Substation.	
55	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 2) Page 4 …400 kV line bays at 400 kV Washi (Proposed)	BPC is requested to share the following drawings/documents for extension work at 400kV Washi (proposed): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout 4. Earthmat layout	The tentative Coordinates of take-off gantry at 400kV Washi (proposed) SS has been provided in the survey report. 400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalised by the developer of substation.
56	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 3) Page 4 220 kV line bays at 220kV Harangul (Existing)	BPC is requested to share the following inputs for the extension work at Harangul (existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work.	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Space in existing cable trench	
57	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 3) Page 4 220 kV line bays at 220kV Harangul (Existing)	BPC is requested to share the following drawings/documents for extension work at Harangul (existing): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout Earthmat layout	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.
58	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 4) Page 4 220 kV line bays at 220kV Murud (Existing)	BPC is requested to share the following inputs for the extension work at Murud (existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Space in existing cable trench	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
59	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 4) Page 4 220 kV line bays at 220kV Murud (Existing)	BPC is requested to share the following drawings/documents for extension work at Murud (existing): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout Earthmat layout	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.
60	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 5) Page 4 220 kV line bays at 220kV Vairag (Existing)	BPC is requested to share the following inputs for the extension work at Vairag (existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Space in existing cable trench	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.
61	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 5) Page 4 220 kV line bays at 220kV Vairag (Existing)	BPC is requested to share the following drawings/documents for extension work at Vairag (existing): 1. GA and SLD of the existing SS with scope of work clearly marked on it.	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		2. Soil investigation report 3. Cable trench layout Earthmat layout	
62	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 6) Page 4 220 kV line bays at 220kV Narangwadi (Existing)	BPC is requested to share the following inputs for the extension work at Narangwadi (Existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Space in existing cable trench	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.
63	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 6) Page 4 220 kV line bays at 220kV Narangwadi (Existing)	BPC is requested to share the following drawings/documents for extension work at Narangwadi (Existing): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout Earthmat layout	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
64	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 7) Page 4 220 kV Connectivity to Solar Generators 220kV End Bays – 6 Nos.	Please clarify where shall the end bays are to be created. Specifications, bay details, bay configuration, bus bar scheme, communication scheme, connectivity details etc. related to the solar generator connectivity bays to be shared.	Please refer to Sr. No. 49. Scope of RFP shall prevail.
65	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 8) Page 4 132kV line bays at 220kV Tuljapur (Existing)	BPC is requested to share the following inputs for the extension work at Tuljapur (Existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Space in existing cable trench	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.
66	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 8) Page 4 132kV line bays at 220kV Tuljapur (Existing)	BPC is requested to share the following drawings/documents for extension work at Tuljapur (Existing): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		Earthmat layout	
67	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 9) Page 4 132kV line bays at 132kV Ausa (Existing)	BPC is requested to share the following inputs for the extension work at Ausa (Existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Space in existing cable trench	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge
68	**RfP** Request For Proposal Notification Clause 2 (Table Sr. No. 9) Page 4 132kV line bays at 132kV Ausa (Existing)	BPC is requested to share the following drawings/documents for extension work at Ausa (Existing): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout 4. Earthmat layout	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge
69	**RfP** Request For Proposal Notification Clause 2 (Table – Note): Note- Space	We understand that space shall be provided free of cost. by existing/proposed utility for below mention substations to successful bidder. 1. 400 kV line bay at Washi (Proposed)	Space shall be provided for the followings by existing/proposed utilities free of cost:

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	shall be provided by existing/proposed utility for: 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 132 kV line bay at Ausa (Existing)	2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing) Please confirm.	1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing) In case of land constraint, the bidder shall procure adjacent land or may opt for construction of GIS bays.
70	**RfP** Request For Proposal Notification Clause 2 (Table – Note): Note- Space shall be provided by existing/proposed utility for: 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing)	As per the "note" mentioned under Clause 2, it is stated that in case of land constraints, the TSP may opt for GIS bays and/or acquire suitable land adjacent to the existing substations. In this regard, we would like to request that BPC should clearly mention the exact requirement of AIS or GIS substation along with the land availability at the existing substation and relevant specification.	Bidders are requested to visit the site and ascertain the site availability/condition in coordination with the substation owner. It is up to the discretion of the bidders whether to opt for procurement of additional land or construction of GIS bays.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 132 kV line bay at Ausa (Existing))		
71	**RfP** General	Bidder understands that the TSP needs to follow the RFP requirements only. TSP is not required to follow any requirements based on SS owners standard outside RFP requirement – for the extension substation works.	Bidders understanding is correct
72	**RfP** Annexure C: Clause C.5.0 Page No. 165 4 Nos. of 765kV line bays at 400/220/132kV AIS Latur for termination of 765kV 2 x D/C line from 400/220/132kV AIS Latur to 765kV AIS Kandalgaon (Proposed)	Bidder understands that this particular clause is not a part of the RFP, as newly proposed substation under this scheme at Latur is a 400/220/132kV AIS Substation. Please confirm.	Agreed. Bidder understanding is correct
73	**RfP** A.8.0 The required phase to phase spacing and horizontal spacing for 765 kV and 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 765 kV and 400 kV voltage level under different insulator swing angles. However, the phase to phase	It is observed that phase to phase spacing has been specified only for 765 kV and 400 kV transmission lines. However, no such detail has been provided for 220 kV and 132 kV lines. As per clause 7.3.1 of IS 5613 Part 2/ Sec1, minimum phase to phase spacing for 220kV & 132kV lines are mentioned as 4.9m & 3.9m respectively.	Please refer to **Amendment No-1** for the details.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	spacing for 765kV line shall not be less than 15 m and for 400 kV line shall not be less than 8 m.	Hence it is understood that bidder can consider minimum phase to phase spacing for 220kV & 132kV lines as per IS 5613.	
74	**RfP** Annexure C_Specific Technical Requirement of Transmission Line Clause A.7.0 b) for all 200 kV lines under present scope.	Since conductor bundle for 220 kV lines is not provided, it is assumed that Single conductor shall be used. BPC to clarify. Further, conductor details such as UTS, Maximum DC Resistance etc. have not been provided. BPC is requested to share the necessary data.	Bidders understanding is correct. Please refer to **Amendment No-1** for the details.
75	**RfP** Annexure C_Specific Technical Requirement of Transmission Line Clause A.7.0 c) for all 132 kV lines under present scope.	Since conductor bundle for 132 kV lines is not provided, it is assumed that Single conductor shall be used. BPC to clarify.	Bidders understanding is correct.
76	**RfP** Specific Technical Requirements for Transmission Line	It is observed that RFP documents does not specify any special requirements regarding the type of insulator or creepage distance. Hence it is understood that bidder can decide the type of insulator along with creepage requirement based on general CEA regulations and relevant standards. Kindly confirm.	Bidders understanding is correct
77	**RfP** Section 1 Introduction Scheduled COD in months from Effective Date: 24 Months	It is to bring to your kind attention that the scope of the project includes **6 nos. of 400 kV transformers**, construction of **one greenfield substation**, **extension works at seven existing substations**, and the construction of approximately **315 km of transmission line**.	The provisions of the RfP shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		Given the extensive scope of work particularly the significant transmission line length of ~315 km, we humbly request the BPC to kindly **reconsider the execution timelines** and **revise the Scheduled COD to 36 months from the Effective Date**.	
78	**Survey Report** Scope of work Serial No. 2 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) 400 kV line bays at 400 kV Washi (Proposed)	BPC is requested to kindly share the substation location and geographical coordinates of the proposed 400 kV Washi Substation.	The tentative coordinates for Bay provided in the survey report. For further details, TSP may coordinate with TSP of 400 kV Washi Substation.
79	**Survey Report** Scope of work Serial No. 3 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) 220 kV line bays at 220 kV Harangul (Existing)	BPC is requested to kindly share Bay location of present scope of work at the existing Harangul Substation:	The tentative coordinates for Bay provided in the survey report. Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation owner. Please also refer Clause no 2.5.7 of the RFP Document.
80	**Survey Report** Scope of work Serial No. 4 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) 220 kV line bays at 220 kV Murud (Existing)	BPC is requested to kindly confirm the rating of the existing Murud Substation.	Bidders are requested to visit the site and ascertain the necessary details in coordination with the substation owner. Please also refer Clause no 2.5.7 of the RFP Document.
81	**Survey Report** Scope of work Serial No. 5 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)	BPC is requested to kindly share Bay location of present scope of work at existing Vairag Substation:	The tentative coordinates for Bay provided in the survey report. Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation owner.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	220 kV line bays at 220 kV Vairag(Existing)		Please also refer Clause no 2.5.7 of the RFP Document.
82	**Survey Report** Scope of work Serial No. 6 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) 220 kV line bays at 220 kV Narangwadi(Existing)	BPC is requested to Kindly share Bay location of present scope of work at existing Narangwadi Substatio.	The tentative coordinates for Bay provided in the survey report. Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation owner. Please also refer Clause no 2.5.7 of the RFP Document.
83	**Survey Report** Scope of work Serial No. 8 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each) 132 kV line bays at 220 kV Tuljapur (Existing)	BPC is requested to kindly share the revised location in the survey report, as the line is already terminated at the tapping point at the proposed location.	The tentative coordinates for Bay provided in the survey report. Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation owner. Please also refer Clause no 2.5.7 of the RFP Document.
84	**Survey Report** Scope of work Serial No. 9 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) 132 kV line bays at 132 kV Ausa (Existing)	**BPC is requested to kindly provide/clarify the following:** 1. **Details of the existing Ausa Substation:** • Bay Location 2. **Clarification regarding aviation clearance:** Whether the proposed transmission line alignment near Osmanabad and Latur private airports requires AAI height-clearance/NOC.	1. The tentative coordinates for Bay provided in the survey report Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation owner. Please refer Clause no 2.5.7 of the RFP Document. 2. If applicable, for the transmission line route finalized by the TSP after details survey, AAI height-clearance/NOC

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
			shall be required in accordance with prevailing rules & regulations.
85	**TSA** Schedule 1 Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 2 220 kV line bay at Harangul (Existing) 3. 3 220 kV line bay at Murud (Existing) 4. 4 220 kV line bay at Vairag (Existing) 5. 5 220 kV line bay at Narangwadi (Existing) 6. 6 132 kV line bay at Tuljapur (Existing) 7 132 kV line bay at Ausa (Existing)	1. We understand that this space/land will be provided without any cost to the Selected Bidder? BPC is also requested to confirm the timeline for providing this space by existing utility to successful TSP.	No fee/charge is envisaged for the land at the existing Sub-stations at Harangul, Murud, Vairag, Narangwadi, Tuljapur, and Ausa. However, in case of land constraint bidder may opt for GIS bays or procure adjacent land. For further details, bidders are requested to coordination with the substation In charge.
86	**TSA** ARTICLE: 5 Clause no. 5.5.6 - For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of	There are no Elements identified in Schedule 1 & 2 as 'critical' – Kindly confirm as Bidder needs the information for proper estimation. We understand that of List of Element(s) along with the critical Element(s) are defined and provided in TSA and there will no separate list of Elements(s) to be provided by CEA.	All the elements mentioned at clause 2.6 of RFP are critically important. There is no such additional critical element other than the elements mentioned in the clause 2.6.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	10% of the Contract Performance Guarantee.		
87	**TSA** Clause 5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).	BPC to clarify, what are the determining factors/criteria for deciding the unsuitability of site and transmission line route? BPC to clarify that incase of unsuitability of the spaces that are provided for the scope of work, who shall be held responsible?	The substation location and the proposed Transmission lines routes are indicative and as per clause no. 2.5.7 of RFP, Bidders needs to familiarize themselves with the site conditions and conduct their due –diligence before submitting the bids. Further, bidders may select different substation location and route for the transmission lines as per the provisions of RFP. The provisions of TSA are amply clear.
88	**TSA** Clause 5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee	As a general practice, the CERC considers any request for extension of time post COD of the Project. BPC to clarify whether the 10% of CPBG will be invoked even when such delay is caused due to FM events and without adjudication on the validity of such claims?	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
89	**TSA** Clause 2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to MSTU or its successors or an agency as decided by the Government of Maharashtra at	BPC to clarify the following: a. Who will be responsible for O&M of the Project post Expiry Date till the Project is transferred as the Agreement will automatically terminate on Expiry Date? Whether the TSP will be paid for the O&M for the period post Expiry Date till the Project is	The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to MSTU or its successors or an agency as decided by the Maharashtra State Government after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer of all project assets

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which MSTU or its successors or an agency as decided by the Government of Maharashtra shall be entitled to take over the Project Assets Suo moto.	transferred if the TSP will manage the O&M post Expiry Date?	along with substation land, right of way and clearances shall be completed at the end of 35 years from COD of the Project. All the expenditure till the transfer of all project assets along with substation land, right of way and clearances shall be borne by TSP.
90	**TSA** Clauses 4.1(f) and 4.2.1(e) These clauses provide assistance by Nodal Agency or TSP to the Arbitrators as required for the performance of their duties and responsibilities	BPC to provide the definition of Arbitrators used as defined term.	The provisions of TSA shall prevail.
91	**RfP** Section-1, Clause 1.5, Para 3 The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to Maharashtra STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer shall be completed….	1. Please note that there is no clarity about the liability of the TSP post Transfer of asset. We request BPC to define the process of Transfer. 2. As the project is BOOT basis, we request BPC to provide Transfer Agreement for bidder's review and assessment. 3. As the project is BOOT basis, what will be the Liability of TSP in case of any Default post Transfer to Maharashtra STU. As per the RFP, the transfer shall be completed within 90 days after 35 years from COD of project failing which Government of Maharashtra shall be entitled to take over the project assets Suo moto. We request BPC to confirm whether the Project is required to be given on as is where is	1. The project assets along with substation land, right of way and clearances shall be transferred to MSTU or its successors or an agency as decided by the Maharashtra State Government after 35 years from COD of project at zero cost and free from any encumbrance and liability and no elaborate process is required to be laid down. Further, other issues, if any, shall be dealt as per prevailing laws & regulations. 2. Transfer Agreement, if required, may be mutually agreed between the parties at that point of time.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		basis or if Government of Maharashtra can ask for certain refurbishments to be done?	3. In case there is any liability due to an event that has occurred post transfer to MSTU, the same shall be dealt with as per prevailing laws & regulations 4. The project assets will be transferred in working condition subject to observations of MSTU in the examination to be carried out three (3) years prior to the expiry of the project to assess the need of upgradation of the system or renovation and modernization of the existing system.
92	**RfP** Request for Proposal Notification, Disclaimer This RFP may be withdrawn or cancelled by the BPC at any time without assigning any reasons thereof. BPC further reserves the right, at its complete discretion to reject any or all the Bids without assigning any reasons whatsoever."	We would like to mention that it will be unreasonable on the part of BPC to reject a bid without assigning any reason. Since the BPC can be construed as 'state' under the Constitution, conduct of BPC ought to have transparent and as such BPC cannot take any decision without assigning proper reason/ justification.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.
93	**RfP** Definition: Conflict of Interest" A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder	It needs to be noted that this definition is vague and wide in as much as it only requires that an entity is able to have access; it is immaterial whether information was accessed or not, just the fact that a party is in a position to access information or influence bid of another party is enough. As far as this aspect is concerned, this definition should be amended. This should further cover any conflict-of-interest situation between the BPC and any of the bidder.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
94	**RfP** Annexure-B, Clause 3.4 provides that "the Bidder shall disclose the name and address of agents and representatives, and Indian Bidder shall disclose their foreign principals or associates". Clause 3.5 states that "the Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid".	BPC is requested to clarify the rationale for having this clause? We understand that The Bidder is free to engage any consultant as long as it is under the purview of applicable law.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.
95	**TSA** ARTICLE: 1 Definitions and Interpretations **Independent Engineer"** shall mean an agency/ company, appointed by Nodal Agency in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects. TSA ARTICLE: 18 18.3 Remuneration of Independent Engineer	We understand that as the Independent Engineer to be appointed by Nodal agency, the fee and charges of the Independent Engineer shall be paid by Nodal agency, and TSP does not have to consider any fee and charges of the Independent Engineer in its bid.	Nodal Agency shall appoint the Independent Engineer as per the provisions of TSA.
96	**TSA** ARTICLE: 11 Clause no. 11.4.1 …… (g) Any error or omission in the survey report provided by BPC during the bidding process	We request BPC to remove point number (g) from the Force Majeure Exclusions.	As per the provisions of RFP, BPC prepares the Survey Report and furnish the same to bidders. Bidders may note that the survey report prepared based on preliminary walk over survey and shared with bidders as reference only. Further, Bidders are advised to inform themselves fully as per clause 2.5.7 of RfP.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
97	**TSA** ARTICLE: 13 Clause no.13.7 Termination Payment - If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, 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.	As there is no mechanism for termination payment. We request BPC to provide the mechanism for compensating the cost incurred by the TSP for construction of assets, in case of non-requirement of any element during construction stage.	Valuation of project assets shall be done as per the prevailing industry practices. Further, please refer Clause 18.2.e. of TSA
98	**TSA** ARTICLE: 3 Clause No. 3.3.4 Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180)	What is the rationale for only IDC recovery and no other expenditure like project cost overrun (such as overheads & price variation etc.)	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	days by adjustment in the Transmission Charges in accordance with Schedule 9.		
99	**TSA** ARTICLE: 8 8.2 Target availability The Target Availability of each Element and the Project shall be 98%.	As per previous TSA, target availability was at project level not for each element. We request BPC to maintain target availability at Project level only.	Bidder shall follow the requirement of RfP and TSA.
100	**TSA** ARTICLE: 12 Relief for change in law 12.2.3 - 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.	Please note that No timelines defined for response by Nodal Agency in case of CIL event. We request BPC to define timeline in which Nodal Agency will respond to the TSP.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
101	**TSA** ARTICLE: 12 Payment on account of Change in Law 12.4.1 The payment for Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Bills to be raised by the Nodal Agency after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges	BPC is requested to provide the format and timeline for submission of sperate bill of sperate bill for settlement of CIL events?	Provisions of TSA are amply clear in this regard and shall apply.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
102	**TSA** Schedule 9 Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under: $\Delta T = [(P \times d)] \div [1-(1+ d)^{(-n)}]$	What is the rationale for the increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero-point three percent) of the quoted Transmission Charges of the TSP.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
103	**RfP** ANNEXURE 22 – FORMAT FOR AFFIDAVIT	We would like to mention that with reference to the RFP Clause 2.1.9 Bidders shall confirm a notarized affidavit as per Annexure 22. Please note for large conglomerates signing on behalf of all the affiliates can run into hundreds of numbers and different geographies, is practically impossible. We request you to allow Annexure-22 to be signed by the Authorized signatory of the Bidding company on behalf of Bidding entity only.	The declaration and details with respect to Clause 2.1.9 of RFP is to be provided by the bidding company including Affiliate / Parent company of the Bidding company being used for meeting financial/technical qualification requirements as per Annexure 22 of the RFP document.
104	**TSA** Schedule: 9 Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period.	CERC notified 'Discount rate for computation of levelized transmission charges' is 9.25% on 2nd April 2024, please confirm if this Discount rate for computation of levelized transmission charges is to be considered for this calculation under schedule-9	Discount rate as notified by the CERC, applicable on the Bid Deadline shall prevail.

<table>
<tr><th>Sl.</th><th>Clause No. and Existing provision</th><th>Clarification required /
Suggested text for the amendment</th><th>Reply</th></tr>
<tr><td>105</td><td>TSA
Execution of the TSA and SPA.</td><td>As per the provisions of the Indian Stamp Act, the execution of the Share Purchase Agreement (‘SPA’) and the Transmission Service Agreement (‘TSA’) should be made on the stamp papers of INR 1200 and INR 500 respectively. The relevant provisions of the Indian Stamp Act are provided below:
<table>
<tr><th>SN.</th><th>Document</th><th>Stamp Paper for Execution (in INR)</th><th>Indian Stamp Act, 1899 (‘Act’) read with Delhi Schedule 1A (‘Schedule’)</th></tr>
<tr><td>1.</td><td>Share Purchase Agreement</td><td>1200</td><td>Section 5 of Act read with (i) Item no. 5(b) of Schedule- sale of shares in an incorporated company: Rs. 1000/-, (ii) Item 5(c) Arbitration: Rs. 50/-, (iii) Item No. 34 Indemnity: Rs. 100/-.</td></tr>
</table></td><td>As per the Delhi Stamp duty Schedule 1A, stamp duty payable on Share Purchase Agreements is Rs. 1,000; however such agreement also include separate agreements in respect of Arbitration, Indemnity, guarantee, etc. and stamp duty on these separate items are also considered for the total stamp duty payable. Therefore, based on these identified stamp duties and taking some extra ones, the stamp duty of Rs. 1,200 has been considered for Share Purchase Agreements. This is a customary practice and we are fine with the same.
The TSA would be executed in Maharashtra and Stamp Duty payable by the TSP shall be as per applicable Maharashtra Stamp Act.

Three agreements will be signed in original, therefore separate stamp duty is payable on each of the agreement.</td></tr>
</table>

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		2. Transmission Service Agreement — 500 — Section 5 of Act read with (i) Item 5(c), agreement (other): Rs. 50/-, (ii) Item No. 37, guarantee: Rs. 50/-, (iii) Item No. 34, indemnity: Rs. 100/-, and others. BPC to confirm the amount of stamp papers on which the execution of the SPA and TSA will be executed.	
106	**TSA** As per the TSA, the counter signing authority is LTTCs	As per MYT 2024 – "STU is responsible for raising transmission bills, collection and disbursement of transmission charges to InSTS transmission licensees." Therefore, we request that for TSA also, the counter signing authority should be STU to collect payments and disburse to the selected TSP.	The query is not correct. The TSA would be executed by Maharashtra STU.
107	General Queries	We have gone through the BPC report on various utilities payment track and have observed "C" rating for MSEDCL. Therefore, we request to kindly provide the payment security mechanism for TSP's.	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges on every Transmission System User (TSU) and all TSUs are making payment of Transmission Tariff to STU. Upon

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
			receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: "The Commission directs the STU to submit the details of the schemes proposed under TBCB alongwith likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining years of the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.
108	**TSA** Payment Security Mechanism	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Nodal Agency & Annual Reconciliation", however, TSA and MYT regulation 2024 doesn't	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges on every Transmission System User (TSU) and all TSUs are making payment

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		specify any clause regarding the payment security mechanism in MYT. Therefore, we request you to kindly provide the applicable clause regarding the payment security mechanism in MYT Regulations 2024.	of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: "The Commission directs the STU to submit the details of the schemes proposed under TBCB alongwith likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining years of the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.
109	**TSA** Payment Security Mechanism	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Nodal Agency & Annual Reconciliation", however, TSA and MYT regulation 2024 doesn't	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges on every Transmission System User

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		specify any clause regarding the payment security mechanism in MYT. In view of the above, do we need to adopt the payment security mechanism for this project as adopted by MSEDCL by Transmission Open Access regulation? Further, what are the next steps if a beneficiary defaults in payments, how the TSPs payment can be secured?	(TSU) and all TSUs are making payment of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: "The Commission directs the STU to submit the details of the schemes proposed under TBCB alongwith likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining years of the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.
110	**TSA** ARTICLE: 10	We request BPC for addition of Payment Security Mechanism (PSM) and LC in the ongoing intra-state transmission tender for the TBCB project.	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	10. BILLING AND PAYMENT OF TRANSMISSION CHARGES		on every Transmission System User (TSU) and all TSUs are making payment of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: "The Commission directs the STU to submit the details of the schemes proposed under TBCB alongwith likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining years of the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
111	**RfP** Specific Technical Requirements for Transmission Line	For transmission line, no special requirement is specified for type of Insulator and creepage in RFP document. Hence it is understood that bidder can decide the type of insulator along with creepage requirement based on general CEA regulations and relevant standards. Kindly confirm	Bidders understanding is correct.
112	**RfP** General	This is to bring to your attention the recent amendment issued by MoP in Late Payment Surcharge and Related Matters *(LPS)* Rules, 2022, vide gazette reference CG-DL-E-05052025-262902 dated 2nd May 2025 wherein in rule 1, in sub-rule (3), for the words **"generating companies inter-state transmission licensees",** the words **"generating companies, transmission licensees"** shall be substituted. Therefore, as per the LPS rules 2022, the transmission licensee must be provided with a payment security mechanism with distribution licensee or other user of transmission system. Accordingly, it is requested to amend the TSA to include a robust payment security mechanism for the TSP's.	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges on every Transmission System User (TSU) and all TSUs are making payment of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: "The Commission directs the STU to submit the details of the schemes proposed under TBCB alongwith likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
			years of the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.
113	**RfP** RFP Clause 2: ◎ Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs ◎ …….. Future space Provisions • 1 x 315 MVA, 400/132 kV ICT	We would like to bring to your kind attention that the 315 MVA, 400/132 kV transformer proposed to be supplied in the project is a very rarely used transformer design. We have discussed with various reputed transformer manufacturers; we have been informed that this specific design has not yet undergone type testing. In view of the above, it is requested to BPC/ STU to waive off the requirement for type testing for these transformers. We assure you that the transformer shall be manufactured in accordance with relevant CEA guidelines and shall be subject to undergo all routine and special tests as per the applicable specifications to ensure reliability and performance.	The corrigendum issued by CEA in respect of 400/132, 315MVA, 3-phase Autotransformer stating revised losses for the ICT is enclosed at **Annexure-B**. Further, in case of Dynamic Short Circuit test to be performed on above rating of Auto transformer, successful bidder/manufacturer shall carry out the test before commissioning of the project in line with CEA guidelines.
114	**RfP** Clause 1.6.1.1 Scope of Work ….land compensation	BPC is requested to clarify whether the new Supplementary guidelines dated 21st March 2025 issued by the Ministry of Power for payment of compensation will be applicable for the payment of land compensation?	The ROW compensation provisions will be governed by prevailing rules and regulation in the State of Maharashtra.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
115	**RfP** Section-2, Clause no. 2.6.: Project Schedule Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project **TSA**: Schedule-4 Computation of Transmission Charges	Please note that there are 9 nos. of Transmission elements in the subject project and Percentage of Quoted Transmission Charges has been provided as 100% for elements mentioned at Sr. 1 to 9.. We understand that these elements of the scheme are required to be commissioned simultaneously as their utilization is dependent on each other and hence considering the same percentage of quoted transmission charges are clubbed and mentioned as 100% However, due to this consideration it would be difficult to commission partial systems even in case of critical network requirements. We would like to emphasize that providing tariff splits and adopting a consistent approach across various projects will not only mitigate perceived tariff recovery risks but also offer several benefits, as outlined below: • Allow TSP to recover tariff on account of part commissioning wherever all elements are not inter-dependent. • Encourage early commissioning of individual transmission elements for network requirements. • Ease in calculation of availability and incentives/ disincentives. • Ease in calculation of impact of CIL/ FM/ Change of scope etc. • Create a consistent and harmonious approach w.r.t. the CERC sharing regulations	The Provisions of the RfP shall prevail.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		Hence BPC is kindly requested to provide the tariff split for all the elements covered under the scope of work.	
116	**TSA**	We understand that the Right of Way, land compensation as well as all the statutory charges such as SLDC, RLDC etc. are covered under change in law clause. And if there will be any changes in government notification related to above, the same shall be applied as change in law. Kindly confirm.	The provisions of RfP and TSA w.r.t change in law are amply clear and shall prevail.
117	**BPC Survey Report & KMZ File** Clause No - 1.6.2.1, Provide to the Bidders a Survey Report for the Project at least forty five (45) days prior to the Bid Deadline.	Request BPC to issue the Survey report for Lines/Substations along with the KMZ for further working by the TSP.	Survey report has been Issued on 26.11.2025.
118	**RfP** Establishment of 400/220/132 kV AIS Latur, Scope Table, Clause-2, Page - 3 & 4 B.1.2 Switching Scheme, viii) 400/220/132 kV AIS Latur	No. of 220kV Bay clarity is required including the future work. As per the Scope Table, Clause-2, Page - 3 & 4, 8 line bays + 6 bays for solar generators + 6 bays for future are mentioned, however as per the Clause B.1.2 Switching Scheme, viii) 400/220/132 kV AIS Latur bay configuration, total is 14 nos. (page no 150). Please clarify the requirement.	Please refer Sr. No. 49
119	**RfP** Establishment of 400/220/132 kV AIS Latur, Scope Table, Clause-2, Page - 3 & 4	BPC to firm the availability of space at respective location for bay extension works.	Bidder may visit the SS and ascertain themselves of the details themselves in co-ordination with the substation incharge.
120	**RfP** Point- v), Space for 400 kV, 220 kV & 132 kV future line bays shall be kept	Is Line reactor space required for 220kV & 132kV future lines. BPC to provide clarity.	Space provision for future line reactor bays may not be required for 220 kV and 132 kV voltage levels.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	considering provision of switchable line reactors.		
121	**RfP** Clause No - B.2.0 Substation Equipment and facilities (Voltage level as applicable)	Understand that the Bus sectionaliser is not applicable for 220kV & 132kV scheme, hence it will be Not Applicable. Please confirm.	Bidder understanding is correct
122	**RfP** B.2.4 - Protection Relaying and Control System	We understood that Line differential relay (if applicable for less than 30km of line length), would be considered for the present scope of transmission line only.	Bidder's understanding is correct
123	**RfP** Existing drawings	BPC to provide the existing 220/132kV substations layouts/elevations with present Bay termination marked – 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge
124	**RfP** Existing Auxiliary system drawings	It is understood that the existing 220/132kV substations (remote end) are designed with the additional ACDB & DCDB feeders required for the scope as per the RFP. Please confirm. TSP need not consider any new ACDB/DCDB.	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalised by the developer of substation. Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
125	**RfP** Existing Auxiliary system drawings	It is understood that the existing 220/132kV substations (remote end) are having sufficient capacity of LT Trafo, DG set, battery and battery charger to cater the load requirement for the present scope. Please confirm.	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalised by the developer of substation. Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge
126	**RfP** Existing Auxiliary system drawings	We understand that no new FFPH system is required on existing 132kV substations. TSP will extend the existing hydrant pipe for bays as per the scope.	Bidder understanding is correct
127	**RfP** Scope of Work	BPC to provide the following drawings for the existing (remote end) substations – a. SLD (with new bays assigned) b. Cable Trench layout c. Drain Layout d. Earthmat layout / Resistivity value e. Substation Automation system (Make/Model) f. PLCC/FOTE make/model in the existing substations g. FFPH system layout h. Existing Busbar make/model	400 kV Washi(Proposed) SS is being developed under TBCB. The details are yet to be finalised by the developer of substation. Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge
128	**RfP** Existing SCADA System	We have not considered HMI for the remote end substations. Please confirm.	Scope of work shall be as per RFP. However, bidders are advised to visit the site and acquaint themself with the provisions/facilities available at substation and the quantum of necessary work involved for accommodating the necessary bays in existing substations.

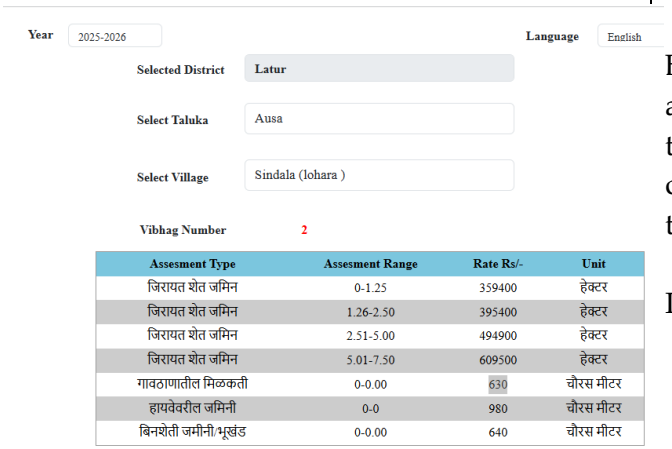
Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
			Please also refer Clause no 2.5.7 of the RFP Document.
129	**RfP** B.3.7 Visual monitoring system (VMS) for watch and ward of substation premises	BPC to provide the VMS make for the existing/proposed (remote end) substations.	400 kV Washi (Proposed) SS is being developed under TBCB. The details are yet to be finalized by the developer of substation. Available information for the existing substations are enclosed at **Annexure-A.** For further details, TSP to coordinate with the substation In charge
130	Cl. 5.1.4 of TSA …….. 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.	As per guidelines of revised policy issued by Govt of Maharashtra dated 02/11/2022 about giving compensation for land occupied for execution of very high-tension transmission lines in state: *1) The compensation should be given at the double rate of the average determined by district/ sub divisional level evaluation committee for the area occupied by high tension tower on the basis of rates prevailing at that time in that concerned area as per ready reckoner or the average rate of land sell purchase in last 3 years.* *2) The compensation should be given at the rate of 15% of the average determined by district/ sub divisional level evaluation committee for the area occupied by line corridor of very high-tension lines on the basis of rates prevailing at that time in that concerned area as per ready reckoner or the*	The ROW compensation provisions will be governed by prevailing rules and regulation in the State of Maharashtra. CIL shall be as per TSA.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		average rate of land sell purchase in last 3 year whichever is more. 3) *In addition to compensation mentioned in above 2, compensation should be given at the rate of 15% of the average determined by district/ sub divisional level evaluation committee for the area occupied by line corridor of very high-tension lines as 'No Use Allowance' on the basis of rates prevailing at that time in that concerned area as per ready reckoner or the average rate of land sell purchase in last 3 year whichever is more.* 4) *In brief, for the area occupied by line corridor of very high-tension lines 15% as per above 2 and additional 15 % as per above 3 thus total 30% compensation will be payable.* It is gathered that land sell purchase of last 3 years is not available, however, ready reckoner rate of concerned area is made available by Govt. of Maharashtra through https://igreval. maharashtra.gov.in/eASR2.0/frmMap.aspx. Accordingly, we understand that available ready reckoner rate of concerned area shall be considered while preparing the tariff bid. However, at the time of execution of project, in case of, increase in ready reckoner rate/ increase in average rate determined by district/ sub divisional level evaluation committee w.r.t. prevailing ready reckoner rate considered during	

<table>
<tr><th>Sl.</th><th>Clause No. and Existing provision</th><th>Clarification required /
Suggested text for the amendment</th><th>Reply</th></tr>
<tr><td></td><td></td><td>bidding to determine the land compensation, the same shall be claimable under ‘Change in law’.

Kindly confirm our understanding.</td><td></td></tr>
<tr><td>131</td><td>Survey Report
5.0 ESTABLISHMENT OF AIS LATUR
5.1 COORDINATES OF PROPOSED SUBSTATION
<table><tr><td rowspan="5">Village:- Sindala Lohara
Taluka:- Ausa
District:- Latur
State:-Maharashtra</td><td>Corner</td><td>Latitude</td><td></td></tr><tr><td>Corner 1</td><td>18°11'13.96"N</td><td>76</td></tr><tr><td>Corner 2</td><td>18°11'17.81"N</td><td>76</td></tr><tr><td>Corner 3</td><td>18°11'3.12"N</td><td>76</td></tr><tr><td>Corner 4</td><td>18°10'59.82"N</td><td>76</td></tr></table>Note- Being a Generation Pooling station, the actual location of sub-station shall not radius of location proposed by BPC in survey report.
.....
<table><tr><td>1.4</td><td>Agriculture/Waste land</td><td>Agriculture Lan</td></tr><tr><td>1.5</td><td>Development</td><td>Yes</td></tr><tr><td rowspan="4">1.6</td><td>Approximate cost</td><td></td></tr><tr><td>a. Circle rate per Acre</td><td>6.09 Lakh</td></tr><tr><td>b. Market rate per Acre</td><td>Approx. 24.36 L</td></tr><tr><td>c. Cost of the land as per Circle Rate</td><td>2.44 Cr</td></tr></table></td><td>As per Survey Report Circle rate of proposed ‘Agricultural land’ for establishment of AIS Latur S/s is Rs. 6.09 Lakh per Acre.

However, as per data available at Govt. of Maharashtra website https://igreval.maharashtra.gov.in/eASR2.0/frmMap.aspx, Circle rate of ‘Agricultural Land’ of the proposed location is in the range of Rs. 3.59 Lakh per hectare to Rs. 6.09 lakh per hectare as mentioned below


Year 2025-2026 Language English
Selected District Latur
Select Taluka Ausa
Select Village Sindala (lohara)
Vibhag Number 2
<table><tr><th>Assesment Type</th><th>Assesment Range</th><th>Rate Rs/-</th><th>Unit</th></tr><tr><td>जिरायत शेत जमिन</td><td>0-1.25</td><td>359400</td><td>हेक्टर</td></tr><tr><td>जिरायत शेत जमिन</td><td>1.26-2.50</td><td>395400</td><td>हेक्टर</td></tr><tr><td>जिरायत शेत जमिन</td><td>2.51-5.00</td><td>494900</td><td>हेक्टर</td></tr><tr><td>जिरायत शेत जमिन</td><td>5.01-7.50</td><td>609500</td><td>हेक्टर</td></tr><tr><td>गावठाणातील मिळकती</td><td>0-0.00</td><td>630</td><td>चौरस मीटर</td></tr><tr><td>हायवेवरील जमिनी</td><td>0-0</td><td>980</td><td>चौरस मीटर</td></tr><tr><td>बिनशेती जमीनी/भूखंड</td><td>0-0.00</td><td>640</td><td>चौरस मीटर</td></tr></table>
Kindly clarify the discrepancy.
Further, we understand that available Circle rate/market rate (as mentioned in Survey Report) of concerned area shall be considered for</td><td>The area of sub-station has been estimated at 40 acres.
For assessment range 5.01-7.50 Hectare, the rate is Rs. 6.09 lakh per hectare. And same has been considered for estimating sub-station land cost.
Thus, the Circle rate per Acres (Ref. 5.2:1.6a), Market rate per Acres (Ref. 5.2:1.6b) and Cost of the land as per Circle Rate (Ref. 5.2:1.6c) in Survey Report is Rs. 2.44 lakh, 9.86 lakh per Rs. 97.44 lakh respectively.

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 their Bid.

Please also refer clause 2.5.7 of RFP.</td></tr>
</table>

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
		estimation of Latur Substation land cost for preparation of RfP bid. However, at the time of execution of project, in case of, increase in Circle rate/ market rate of land within 03 km of proposed location mentioned in Survey Report w.r.t. prevailing circle rate/ market rate (as mentioned in Survey Report) considered for estimation of land cost for Latur Substation for preparation of RfP bid, the same shall be claimable under 'Change in law'. Kindly confirm our understanding.	
132	**Request for Proposal Notification** **B.2.1 Power Transformer**	It has been observed that Dynamic Short Circuit (DSC) Test reports for 315 MVA, 400/132 kV Auto Transformers are not available with transformer manufacturers. And due to the limited demand for this specific rating, manufacturers have expressed reluctance to conduct the test. Furthermore, the DSC withstand test conducted on 400/220 kV class transformers does not meet the criteria for selecting a similar reference transformer (as per CEA spec) for the DSC withstand test of the 400/132 kV transformer. In view of the above, it is requested that acceptance of the DSC test based on calculation review be considered for this rating.	The corrigendum issued by CEA in respect of 400/132, 315MVA, 3-phase Autotransformer stating revised losses for the ICT is enclosed at **Annexure-B**. Further, in case of Dynamic Short Circuit test to be performed on above rating of Auto transformer, successful bidder/manufacturer shall carry out the test before commissioning of the project in line with CEA guidelines.
133	RfP - Scope of Work Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3 x 315 MVA, 400/132 kV ICTs ….	The SC tested or similar design transformers of 315 MVA or 500 MVA having voltage class of 400/132 kV, tap winding for IV variations are not available with power transformers OEM, more over **this design are not regular in usage.**	The corrigendum issued by CEA in respect of 400/132, 315MVA, 3-phase Autotransformer stating revised losses for the ICT is enclosed at **Annexure-B**.

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
	400/132 kV, 315 MVA, ICT – 3 Nos. …..	It would be difficult to meet the project completion time line of 24 months in case SC test is to be conducted on these transformers. In view of above for this project, supply of 400/132 kV power transformers should be allowed from OEM who has already done SC test on 500 MVA 400/220 kV as CEA specifications and no repetitions of SC test on 400/132 kv transformers.	Further, in case of Dynamic Short Circuit test to be performed on aboFve rating of Auto transformer, successful bidder/manufacturer shall carry out the test before commissioning of the project in line with CEA guidelines.

Set-2 Clarifications to intra-state transmission scheme "Establishment of 400/220/132 kV AIS Latur"

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
1	**TSA** Article 3.1.3 i. To sign the Agreement(s) required, if any, under MERC MYT Regulations	We request authority to clarify agreement to be signed under MERC MYT regulations. Request you to share draft of said agreements for our review.	No agree Such agreement if any would be shared with the bidder before execution of TSA
2	**TSA** Article 10. Billing And Payment of Transmission Charges of TSA 10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of the MERC MYT Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.	We request authority to clarify and share Procedure to be adopted for the billing and payment of Transmission charges including Payment security mechanism. MYT regulations do not specifically cover the Procedure to be adopted for the billing and payment of Transmission charges specifically for the TBCB Projects. In MYT regulation it is not mentioned whether STU/Nodal agency will open letter of credit in favour of TSP.	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges on every Transmission System User (TSU) and all TSUs are making payment of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: "The Commission directs the STU to submit the details of the schemes proposed under TBCB along with likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining years of the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.

3	**RfP** **1.6.1.5** The TSP shall seek approval under Section 164 of Electricity Act, from Government of Maharashtra after acquisition of ……. The approval shall be granted by Government of Maharashtra.	Kindly share the procedure for obtaining approval under Section 164 of the Electricity Act for a Transmission Service Provider (TSP). Also, please specify the applicable time frame for receiving this approval	Bidders need to familiarize themselves with the relevant guidelines/regulations. Bidder may refer to clause no 2.5.7 of RfP.
4	**RfP** **Scope of Bid Process Coordinator (BPC)** To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from the State Government at least twenty (20) days prior to Bid Deadline.	Kindly provide the status of approval for laying of overhead transmission lines under Section 68 of Electricity Act for this project.	Approval for laying of Overhead Transmission Lines under Section 68 has been applied with the concerned authorities. The same shall be shared with the successful bidder

5	**RfP** Sr No. 12 of Clause No. 2.5.2 Technical Bidcomprising 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 (Annexure12). 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	As per the requirement, the Format for Illustration of Affiliates (Annexure 12) must be submitted along with duly certified documentary evidence, such as the Register of Members, Demat Account Statement, Share Certificate, Annual Return filed with the ROC, etc. We are participating in the bid through our parent company; however, the entire amount is being invested by our affiliates/Wholly Owned Subsidiary. Therefore, we are required to submit the documents of our affiliate as mentioned above. We wish to inform you that our affiliate company was newly incorporated on 19.07.2025, and its first Financial Year will close on 31.03.2026. Accordingly, the Annual Return with the ROC has not yet been filed, and is therefore currently not available. In this regard, we presume that the Annual Return is not applicable for submission at this stage, as it has not yet become due for filing. We will submit all the required documents except the Annual Return filed with the ROC. Kindly confirm the same.	The provisions of RfP are amply clear. Please refer to Clause of 2.5.8.2 of RfP. If the Selected Bidder invests through Affiliate investing company, the Selected Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified in Clause 2.5.8.1 are maintained.
6	**RfP** 12.1 Change in Law● a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law; ● the imposition of a requirement for obtaining any Consents, Clearances andPermits 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	1. We understand that any change in the guidelines related to Right of Way (RoW) / land compensation issued by the Central Government, State Government, District Magistrate, or any other Government Authority shall be treated as a Change in Law. Accordingly, the TSP shall be entitled to claim the resulting financial impact.2. We understand that any change in MERC guidelines regarding SLDC/RLDC charges or any other regulatory charges shall also be treated as a Change in Law, and the TSP shall be entitled to claim the impact.Kindly clarify.	The provisions of RfP & TSA with regards to Change in Law shall prevail.

	for obtaining such Consents, Clearances and Permits;		
7	**General**	We understand that if the COD of the project is delayed due to Right of Way issues, court cases, or any statutory clearance/regulatory approval, such events shall be treated as Force Majeure. Accordingly, the TSP shall be entitled to an extension in the Scheduled COD, without levy of liquidated damages. Kindly clarify.	The provisions of RfP & TSA with regards to Change in Law shall prevail.
8	**RfP** C. SPECIFIC TECHNICAL REQUIREMENT FOR COMMUNICATION Clause No C.3.0, C.4.0, C.5.0,C.6.0, C.7.0, C.8.0	As per RFP document for 220 kV & 132 kv lines indicated that "TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak". As 220 kV and 132 kV towers required only single peak, so as per our consideration for 220 kV and 132 kV lines, only 1. no of OPGW (48F) to be supply and install. There is no any additional requirement of earth wire for 220 kV & 132 kV lines. BPC requested to clarify.	Bidder's understanding is correct.
9	**BPC Survey Report** Line route of 1. 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) 2. 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa	As per the route survey conducted by the BPC, the proposed transmission line routes intersect with land currently occupied by MAHAGENCO for the development of its solar park project. 1. For line 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) some of the patch of line between AP 4 to AP 6 in MAHAGENCO AREA near village Sindala Lohara. 2. For line 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa some of the patch of line between AP 2 to AP 4 near in MAHAGENCO AREA near village Sindala Lohara. BPC requested to provide boundary marking of MAHAGENCO AREA as during our site visit details of boundary coordinates not provided by project team of MAHAGENCO.	The transmission line route shown in the survey report is tentative in nature and the Bidders are advised to conduct their own due diligence and optimize the route.

		BPC also request to provide updated route for both of the lines completely avoiding MAHAGENCO area. 	
10	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **220 kV line bay at Harangul (Existing) –** As per our site visit, we observed that the space is available for the bay extension work (marked in orange), although as communicated by the MSETCL site team, the space is already allocated under a seperate work. Hence, request BPC to suggest any alternative location for bay extension work.	The available bays are already allocated as below, 1. from control room side 1st Bay- M/s. TATA Power Ltd. 2. M/s. JSW 3. New ICT-3 installation 4. AIS for future TBCB project Bidders are requested to visit the site and ascertain the availability/acquisition of suitable land for construction of remaining 01 no of 220 kV line end bay at 220 kV Harangul.

			
11	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **220 kV line bay at Murud (Existing)** – As per our site visit, we observed that the space is not available for the bay extension work (marked in orange), work has already started in this area under a seperate package. Hence, request BPC to suggest	Space is not available at 220kV Murud Substation. However, hybrid bay can be constructed with the concurrence of existing utility. Space availability shown in attached image as highlighted in green colour comes under tower line of JSW bay which is work in progress.

		any alternative location for bay extension work.  	
12	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **220 kV line bay at Vairag (Existing)** - As per our site visit, we observed that the space is available for the bay extension work (marked in orange), request BPC to confirm the location for the bay extension work.	Space for construction two nos. of 220 kV AIS line bays at 220 kV Vairag substation is available.

			
13	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **220 kV line bay at Narangwadi (Existing)** - As per our site visit, we observed that the space is available for the bay extension work (marked in orange), request BPC to confirm the location for the bay extension work. 	Space For two nos of 220kv line bays for 400kv latur TBCB at 220 kv Narangwadi is available in existing 220kv switchyard (bay no. 204 & 206). No bus extension is required for above two line bays.
14	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work -	Space Available for construction of 132kV Line bay at Tuljapur (Existing) S/Stn.

	land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	**132 kV line bay at Tuljapur (Existing)** – As per our site visit, we observed that the space is available for the bay extension work (marked in orange), request BPC to confirm the location for the bay extension work. 	
15	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **132 kV line bay at Ausa (Existing)-** As per our site visit, we observed that the space is available for the bay extension work (marked in orange), request BPC to confirm the location for the bay extension work.	The Space marked in orange color is vacant.

			
16	Clause no. B.1.1 Insulation Coordination Sl. No. 5. ii) & iii) ii) Switching impulse withstand voltage (250/2500 micro sec.) dry and wet — 1050 kVp — 460 kVp iii) One minute power frequency dry withstand voltage (rms) — 630 kV	The RFP specifies: "The Switching Impulse withstand voltage (250/2500 µs), dry and wet (at Sl. No. ii for 220 kV system), is mentioned as 460 kVp." However, as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, switching impulse withstand voltage is not applicable for 220kV System. Please confirm whether 460 kV refers to the one-minute power frequency dry and wet withstand voltage (rms) only.	The CEA guidelines in this regard shall prevail. Please refer to **Amendment No-2**
17	Clause no. B.1.1 Insulation Coordination Sl. No. 7. 7. Max. radio interferencevoltage for frequency between 0.5 MHz and 2MHz — 1000 micro- volts at 156 kV rms — 1000 micro- volts at 266 kV rms — -	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz for 132 kV System is specified as 1000 µV at 266 kV (rms) in the RFP document. However as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, same is mentioned as 500 µV at 92 kV.	The CEA guidelines in this regard shall prevail. Please refer to **Amendment No-2**
18	B1.2 (v)	Please confirm for Space Provision of switchable line reactor for future 220kV & 132kV line bays.	As per standard TBCB practice, line reactors are applicable only for voltage levels of 400

<table>
<tr><td></td><td>Space for 400 kV, 220 kV & 132 kV future line bays shall be kept considering provision of switchable line reactors</td><td></td><td>kV and above. Space provision for future line reactor bays may be made accordingly.</td></tr>
<tr><td>19</td><td>B.1.2 Switching Scheme
400 kV bay configurations (one and half breaker scheme) shall be as follow
<table><tr><th>Configuration</th><th>N</th></tr><tr><td>ICT - Tie- Line</td><td></td></tr><tr><td>ICT - Tie- Future space for line*</td><td></td></tr><tr><td>Bus Reactor-Tie- Future space *</td><td></td></tr><tr><td>Future space for ICT*- Tie- Future space for line*</td><td></td></tr></table>220 kV bay configurations (double main & transfer bus scheme) shall be as
<table><tr><th>Configuration</th><th>Numb</th></tr><tr><td colspan="2">Main Bus-I</td></tr><tr><td>a) ICT Bay</td><td>2</td></tr><tr><td>b) line bays</td><td>4</td></tr><tr><td>c) Future space for line bays *</td><td>3</td></tr><tr><td colspan="2">Main Bus-II</td></tr><tr><td>d) ICT Bay</td><td>1</td></tr><tr><td>e) Future space for ICT Bay*</td><td>1</td></tr><tr><td>f) line bay</td><td>4</td></tr><tr><td>g) Future space for line bays *</td><td>3</td></tr></table>132 kV bay configurations (Double Main & transfer bus scheme) shall be as follo
<table><tr><th>Configuration</th><th>Numbers</th></tr><tr><td colspan="2">Main -I</td></tr><tr><td>a) ICT Bay</td><td>2 (two</td></tr></table>'FC Consulting Limited
RFP for Selection of Bidder as Transmission Service
<table><tr><th>Configuration</th><th>Numbers</th></tr><tr><td>b) line Bays</td><td>2 (two</td></tr><tr><td>c) Future space for line bays*)</td><td>3(three</td></tr><tr><td colspan="2">Main –II</td></tr><tr><td>d) ICT Bay</td><td>1 (One</td></tr><tr><td>e) Future space for ICT Bay*</td><td>1 (One</td></tr><tr><td>f) line Bays</td><td>2 (two</td></tr><tr><td>g) Future space for line bays*</td><td>3(three</td></tr></table></td><td>Since switching scheme for 220kV & 132kV Voltage levels is specified as Double main and transfer bus, Bay configuration mentioned in table shall be as Bus section-1 & Bus section-2 in place of Main Bus -1 & Manin Bus -2 respectively.
Please confirm our understanding.</td><td>Bidders Understanding is correct</td></tr>
<tr><td>20</td><td>Clause no. B.2.4 b) Auto Transformer Protection
i) Numerical Differential Protection (400/220kV ICTs and 220/132 KV ICTs shall have two differential protection relays. ……</td><td>As per scope of RfP, 400/220kV ICT and 400/132kV ICT are envisaged in substation for which one differential and one REF Protection relay are required as per prevailing practice for Auto Transformer Protection instead of two differential protection relays. Kindly clarify.</td><td>Updated CEA guidelines for regarding technical standards and relevant IS/IEC standards shall prevail.</td></tr>
</table>

21	Sl. No. 2 ,3,4,5,6,7,8,&9 of RFP document:- Scope of Work under existing S/s • 400 kV line bays at 400 kV Washi (Proposed) • 220 kV line bays at 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Murud (Existing) • 220 kV line bays at 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing) • 132 kV line bays at 220 kV Tuljapur (Existing) • 132 kV line bays at 132 kV Ausa (Existing)	It is requested to provide following drawings required for bay extension work at 400 kV Washi (Proposed), 220 kV Harangul (Existing), 220kV Murud (Existing), 220 kV Vairag (Existing), 220 kV Narangwadi (Existing), 220 kV Tuljapur (Existing) & 132 kV Ausa (Existing). a. Single Line Diagram (SLD) drawing: b. Electrical Layout & Section drawing c. Location of bay(s) under present scope (mark in the GA drawing. d. Bus Bar Rating & Conductor Configuration e. Structure Layout & Section drawing f. General Layout Arrangement drawings: g. Existing Earth mat drawing h. Make and model of Control & Relay Panels (CRP). Space for CRP under present scope is available in the existing control room/Switchyard Panel Room i. Make and Model of Bus Bar Protection. Whether existing Central Module of BB protection has adequate provision for expansion under present scope j. Space for CRP under present scope is available in the existing control room/Switchyard Panel Room. OR new building is to be constructed for accommodating the panels under present scope k. Existing Drawing of panel layout l. Make and Model of Substation Automation System (SAS) m. Existing drawing of Visual Monitoring System (VMS), provide make and model n. Existing drawing of LT AC & DC system (marked with feeders to be used for present scope) o. Existing SAS Architecture p. Make and Model of PLCC/DTPC of associated lines linked with present scope q. Cable trench drawing r. Levelled area availability for scope.	Available information for the existing substations are enclosed at Annexure-A to Set-1 Clarification.

22	RFP Annexure - C	As per latest revision of IS 1893 (Part 1): 2025 (Design Earthquake Hazard and Criteria for Earthquake-Resistant Design of Structures — Code of Practice Part 1 General Provisions) There are major changes in earthquake zones (zone VI added with higher zone factors) further zone factors are also increased which shall have significant increase in foundation & RCC structure BOQs. Specially updates in liquefaction potential calculation of soil, most of the foundations will become heavier requiring large diameter RCC piles, wherever soil is loose to medium dense. IS 1893 (Part 1): 2025: Issued in November 2025. IS 1893 (Part 8): Steel towers: Not issued yet. **As the IS 1893 (Part 8) is not issued till date, we understand that IS 1893 (Part 1): 2016 can be followed till latest steel towers code i.e. Part 8 is issued. Please confirm**.	Updated guidelines regarding technical standards and relevant IS/IEC standards shall prevail.
23	**Serial No. 69** Clarification Set -1 dated 06.02.2026	Space shall be provided for the followings by existing/proposed utilities free of cost: 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing) In case of land constraint, the bidder shall procure adjacent land or may opt for construction of GIS bays. As the free of cost land to be provided by existing/proposed utilities for mentioned substations, we understand that land development for construction of bays at the existing substations, including future bays at the greenfield substation, shall not be in the Bidder's scope.	The land shall be handed over by the utility on "As Is Where Is" basis. Bidder may visit the SS and ascertain themselves about the site conditions.
24	**Amendment No -1** of RFP for Latur Serial No. 2	As per Revised provisions in Amemndemnt-1, phase spacing for 220kv and 132kv lines is given as 5m & 4m respectively as shown below.	Updated CEA guidelines regarding technical standards and relevant IS/IEC standards shall prevail.

		II. Minimum live metal clearances for 220 kV line: (i) … (ii) … (iii) … (iv) … (v) However, the phase spacing for 220 kV D/C Line **shall be not less than 5.0 m** III. Minimum live metal clearances for 132 kV line: (i) … (ii) … (iii) … (iv) … (v) However, the phase spacing for 132 kV D/C Line **shall be not less than 4.0 m** But as per clause 7.3.1 of IS 5613 Part 2/ Sec1, minimum phase to phase spacing for 220kV & 132kV lines are mentioned as **4.9m & 3.9m** respectively. We understand that tower tested with phase-to-phase clearances as per IS standard can be used in the subject bid. Please confirm.	

Revised Set-2 Clarifications to intra-state transmission scheme "Establishment of 400/220/132 kV AIS Latur"

Sl.	Clause No. and Existing provision	Clarification required / Suggested text for the amendment	Reply
1	**TSA** Article 3.1.3 i. To sign the Agreement(s) required, if any, under MERC MYT Regulations	We request authority to clarify agreement to be signed under MERC MYT regulations. Request you to share draft of said agreements for our review.	No agree Such agreement if any would be shared with the bidder before execution of TSA
2	**TSA** Article 10. Billing And Payment of Transmission Charges of TSA 10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of the MERC MYT Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.	We request authority to clarify and share Procedure to be adopted for the billing and payment of Transmission charges including Payment security mechanism. MYT regulations do not specifically cover the Procedure to be adopted for the billing and payment of Transmission charges specifically for the TBCB Projects. In MYT regulation it is not mentioned whether STU/Nodal agency will open letter of credit in favour of TSP.	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges on every Transmission System User (TSU) and all TSUs are making payment of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: "The Commission directs the STU to submit the details of the schemes proposed under TBCB along with likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining years of the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.

3	**RfP** **1.6.1.5** The TSP shall seek approval under Section 164 of Electricity Act, from Government of Maharashtra after acquisition of ……. The approval shall be granted by Government of Maharashtra.	Kindly share the procedure for obtaining approval under Section 164 of the Electricity Act for a Transmission Service Provider (TSP). Also, please specify the applicable time frame for receiving this approval	Bidders need to familiarize themselves with the relevant guidelines/regulations. Bidder may refer to clause no 2.5.7 of RfP.
4	**RfP** **Scope of Bid Process Coordinator (BPC)** To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from the State Government at least twenty (20) days prior to Bid Deadline.	Kindly provide the status of approval for laying of overhead transmission lines under Section 68 of Electricity Act for this project.	Approval for laying of Overhead Transmission Lines under Section 68 has been applied with the concerned authorities. The same shall be shared with the successful bidder

5	**RfP** Sr No. 12 of Clause No. 2.5.2 Technical Bidcomprising 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 (Annexure12). 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	As per the requirement, the Format for Illustration of Affiliates (Annexure 12) must be submitted along with duly certified documentary evidence, such as the Register of Members, Demat Account Statement, Share Certificate, Annual Return filed with the ROC, etc. We are participating in the bid through our parent company; however, the entire amount is being invested by our affiliates/Wholly Owned Subsidiary. Therefore, we are required to submit the documents of our affiliate as mentioned above. We wish to inform you that our affiliate company was newly incorporated on 19.07.2025, and its first Financial Year will close on 31.03.2026. Accordingly, the Annual Return with the ROC has not yet been filed, and is therefore currently not available. In this regard, we presume that the Annual Return is not applicable for submission at this stage, as it has not yet become due for filing. We will submit all the required documents except the Annual Return filed with the ROC. Kindly confirm the same.	Please refer to Clause of 2.5.8.2 of RfP. If the Selected Bidder invests through Affiliate investing company, the Selected Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified in Clause 2.5.8.1 are maintained. Further it is clarified that in line with the clause 2.15.2 of RfP, the successful bidder shall acquire 100% shareholding of SPV by executing the Share Purchase Agreement and transmission service Agreement.
6	**RfP** 12.1 Change in Law● a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law; ● the imposition of a requirement for obtaining any Consents, Clearances andPermits 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	1. We understand that any change in the guidelines related to Right of Way (RoW) / land compensation issued by the Central Government, State Government, District Magistrate, or any other Government Authority shall be treated as a Change in Law. Accordingly, the TSP shall be entitled to claim the resulting financial impact.2. We understand that any change in MERC guidelines regarding SLDC/RLDC charges or any other regulatory charges shall also be treated as a Change in Law, and the TSP shall be entitled to claim the impact.Kindly clarify.	The provisions of RfP & TSA with regards to Change in Law shall prevail.

	for obtaining such Consents, Clearances and Permits;		
7	**General**	We understand that if the COD of the project is delayed due to Right of Way issues, court cases, or any statutory clearance/regulatory approval, such events shall be treated as Force Majeure. Accordingly, the TSP shall be entitled to an extension in the Scheduled COD, without levy of liquidated damages. Kindly clarify.	The provisions of RfP & TSA with regards to Change in Law shall prevail.
8	**RfP** C. SPECIFIC TECHNICAL REQUIREMENT FOR COMMUNICATION Clause No C.3.0, C.4.0, C.5.0,C.6.0, C.7.0, C.8.0	As per RFP document for 220 kV & 132 kv lines indicated that "TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak and conventional earth wire on other E/W peak". As 220 kV and 132 kV towers required only single peak, so as per our consideration for 220 kV and 132 kV lines, only 1. no of OPGW (48F) to be supply and install. There is no any additional requirement of earth wire for 220 kV & 132 kV lines. BPC requested to clarify.	Bidder's understanding is correct.
9	**BPC Survey Report** Line route of 1. 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) 2. 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa	As per the route survey conducted by the BPC, the proposed transmission line routes intersect with land currently occupied by MAHAGENCO for the development of its solar park project. 1. For line 220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing) some of the patch of line between AP 4 to AP 6 in MAHAGENCO AREA near village Sindala Lohara. 2. For line 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa some of the patch of line between AP 2 to AP 4 near in MAHAGENCO AREA near village Sindala Lohara. BPC requested to provide boundary marking of MAHAGENCO AREA as during our site visit details of boundary coordinates not provided by project team of MAHAGENCO.	The transmission line route shown in the survey report is tentative in nature and the Bidders are advised to conduct their own due diligence and optimize the route.

		BPC also request to provide updated route for both of the lines completely avoiding MAHAGENCO area. 	
10	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **220 kV line bay at Harangul (Existing) –** As per our site visit, we observed that the space is available for the bay extension work (marked in orange), although as communicated by the MSETCL site team, the space is already allocated under a seperate work. Hence, request BPC to suggest any alternative location for bay extension work.	The available bays are already allocated as below, 1. from control room side 1st Bay- M/s. TATA Power Ltd. 2. M/s. JSW 3. New ICT-3 installation 4. AIS for future TBCB project Bidders are requested to visit the site and ascertain the availability/acquisition of suitable land for construction of remaining 01 no of 220 kV line end bay at 220 kV Harangul.

			
11	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **220 kV line bay at Murud (Existing)** – As per our site visit, we observed that the space is not available for the bay extension work (marked in orange), work has already started in this area under a seperate package. Hence, request BPC to suggest	Space is not available at 220kV Murud Substation. However, hybrid bay can be constructed with the concurrence of existing utility. Space availability shown in attached image as highlighted in green colour comes under tower line of JSW bay which is work in progress.

		any alternative location for bay extension work.  	
12	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **220 kV line bay at Vairag (Existing)** - As per our site visit, we observed that the space is available for the bay extension work (marked in orange), request BPC to confirm the location for the bay extension work.	Space for construction two nos. of 220 kV AIS line bays at 220 kV Vairag substation is available.

			
13	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **220 kV line bay at Narangwadi (Existing)** - As per our site visit, we observed that the space is available for the bay extension work (marked in orange), request BPC to confirm the location for the bay extension work. 	Space For two nos of 220kv line bays for 400kv latur TBCB at 220 kv Narangwadi is available in existing 220kv switchyard (bay no. 204 & 206). No bus extension is required for above two line bays.
14	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work -	Space Available for construction of 132kV Line bay at Tuljapur (Existing) S/Stn.

	land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	**132 kV line bay at Tuljapur (Existing)** – As per our site visit, we observed that the space is available for the bay extension work (marked in orange), request BPC to confirm the location for the bay extension work. 	
15	**RFP Latur, Scope of Work, Page No -4** Note- Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations) 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing)	In line with our site visit to all the existing substations, following are our observations, request BPC to provide clarity on available land for bay extension work - **132 kV line bay at Ausa (Existing)-** As per our site visit, we observed that the space is available for the bay extension work (marked in orange), request BPC to confirm the location for the bay extension work.	The Space marked in orange color is vacant.

			
16	Clause no. B.1.1 Insulation Coordination Sl. No. 5. ii) & iii) ii) Switching impulse withstand voltage (250/2500 micro sec.) dry and wet — 1050 kVp — 460 kVp iii) One minute power frequency dry withstand voltage (rms) — 630 kV	The RFP specifies: "The Switching Impulse withstand voltage (250/2500 µs), dry and wet (at Sl. No. ii for 220 kV system), is mentioned as 460 kVp." However, as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, switching impulse withstand voltage is not applicable for 220kV System. Please confirm whether 460 kV refers to the one-minute power frequency dry and wet withstand voltage (rms) only.	The CEA guidelines in this regard shall prevail. Please refer to **Amendment No-2**
17	Clause no. B.1.1 Insulation Coordination Sl. No. 7. 7. Max. radio interferencevoltage for frequency between 0.5 MHz and 2MHz — 1000 micro- volts at 156 kV rms — 1000 micro- volts at 266 kV rms — -	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz for 132 kV System is specified as 1000 µV at 266 kV (rms) in the RFP document. However as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, same is mentioned as 500 µV at 92 kV.	The CEA guidelines in this regard shall prevail. Please refer to **Amendment No-2**
18	B1.2 (v)	Please confirm for Space Provision of switchable line reactor for future 220kV & 132kV line bays.	As per standard TBCB practice, line reactors are applicable only for voltage levels of 400

<table>
<tr><td></td><td>Space for 400 kV, 220 kV & 132 kV future line bays shall be kept considering provision of switchable line reactors</td><td></td><td>kV and above. Space provision for future line reactor bays may be made accordingly.</td></tr>
<tr><td>19</td><td>B.1.2 Switching Scheme
400 kV bay configurations (one and half breaker scheme) shall be as follow
<table><tr><th>Configuration</th><th>N</th></tr><tr><td>ICT - Tie- Line</td><td></td></tr><tr><td>ICT - Tie- Future space for line*</td><td></td></tr><tr><td>Bus Reactor-Tie- Future space *</td><td></td></tr><tr><td>Future space for ICT*- Tie- Future space for line*</td><td></td></tr></table>220 kV bay configurations (double main & transfer bus scheme) shall be as
<table><tr><th>Configuration</th><th>Numb</th></tr><tr><td>Main Bus-I</td><td></td></tr><tr><td>a) ICT Bay</td><td>2</td></tr><tr><td>b) line bays</td><td>4</td></tr><tr><td>c) Future space for line bays *</td><td>3</td></tr><tr><td>Main Bus-II</td><td></td></tr><tr><td>d) ICT Bay</td><td>1</td></tr><tr><td>e) Future space for ICT Bay*</td><td>1</td></tr><tr><td>f) line bay</td><td>4</td></tr><tr><td>g) Future space for line bays *</td><td>3</td></tr></table>132 kV bay configurations (Double Main & transfer bus scheme) shall be as follo
<table><tr><th>Configuration</th><th>Numbers</th></tr><tr><td>Main -I</td><td></td></tr><tr><td>a) ICT Bay</td><td>2 (two)</td></tr></table>FC Consulting Limited
RFP for Selection of Bidder as Transmission Service
<table><tr><th>Configuration</th><th>Numbers</th></tr><tr><td>b) line Bays</td><td>2 (two)</td></tr><tr><td>c) Future space for line bays*)</td><td>3(three</td></tr><tr><td>Main –II</td><td></td></tr><tr><td>d) ICT Bay</td><td>1 (One)</td></tr><tr><td>e) Future space for ICT Bay*</td><td>1 (One)</td></tr><tr><td>f) line Bays</td><td>2 (two)</td></tr><tr><td>g) Future space for line bays*</td><td>3(three</td></tr></table></td><td>Since switching scheme for 220kV & 132kV Voltage levels is specified as Double main and transfer bus, Bay configuration mentioned in table shall be as Bus section-1 & Bus section-2 in place of Main Bus -1 & Manin Bus -2 respectively.
Please confirm our understanding.</td><td>Bidders Understanding is correct</td></tr>
<tr><td>20</td><td>Clause no. B.2.4 b) Auto Transformer Protection
i) Numerical Differential Protection (400/220kV ICTs and 220/132 KV ICTs shall have two differential protection relays. ……</td><td>As per scope of RfP, 400/220kV ICT and 400/132kV ICT are envisaged in substation for which one differential and one REF Protection relay are required as per prevailing practice for Auto Transformer Protection instead of two differential protection relays. Kindly clarify.</td><td>Updated CEA guidelines for regarding technical standards and relevant IS/IEC standards shall prevail.</td></tr>
</table>

21	Sl. No. 2 ,3,4,5,6,7,8,&9 of RFP document:- Scope of Work under existing S/s • 400 kV line bays at 400 kV Washi (Proposed) • 220 kV line bays at 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Murud (Existing) • 220 kV line bays at 220 kV Vairag (Existing) • 220 kV line bays at 220 kV Narangwadi(Existing) • 132 kV line bays at 220 kV Tuljapur (Existing) • 132 kV line bays at 132 kV Ausa (Existing)	It is requested to provide following drawings required for bay extension work at 400 kV Washi (Proposed), 220 kV Harangul (Existing), 220kV Murud (Existing), 220 kV Vairag (Existing), 220 kV Narangwadi (Existing), 220 kV Tuljapur (Existing) & 132 kV Ausa (Existing). a. Single Line Diagram (SLD) drawing: b. Electrical Layout & Section drawing c. Location of bay(s) under present scope (mark in the GA drawing. d. Bus Bar Rating & Conductor Configuration e. Structure Layout & Section drawing f. General Layout Arrangement drawings: g. Existing Earth mat drawing h. Make and model of Control & Relay Panels (CRP). Space for CRP under present scope is available in the existing control room/Switchyard Panel Room i. Make and Model of Bus Bar Protection. Whether existing Central Module of BB protection has adequate provision for expansion under present scope j. Space for CRP under present scope is available in the existing control room/Switchyard Panel Room. OR new building is to be constructed for accommodating the panels under present scope k. Existing Drawing of panel layout l. Make and Model of Substation Automation System (SAS) m. Existing drawing of Visual Monitoring System (VMS), provide make and model n. Existing drawing of LT AC & DC system (marked with feeders to be used for present scope) o. Existing SAS Architecture p. Make and Model of PLCC/DTPC of associated lines linked with present scope q. Cable trench drawing r. Levelled area availability for scope.	Available information for the existing substations are enclosed at Annexure-A to Set-1 Clarification.

22	RFP Annexure - C	As per latest revision of IS 1893 (Part 1): 2025 (Design Earthquake Hazard and Criteria for Earthquake-Resistant Design of Structures — Code of Practice Part 1 General Provisions) There are major changes in earthquake zones (zone VI added with higher zone factors) further zone factors are also increased which shall have significant increase in foundation & RCC structure BOQs. Specially updates in liquefaction potential calculation of soil, most of the foundations will become heavier requiring large diameter RCC piles, wherever soil is loose to medium dense. IS 1893 (Part 1): 2025: Issued in November 2025. IS 1893 (Part 8): Steel towers: Not issued yet. **As the IS 1893 (Part 8) is not issued till date, we understand that IS 1893 (Part 1): 2016 can be followed till latest steel towers code i.e. Part 8 is issued. Please confirm**.	Updated guidelines regarding technical standards and relevant IS/IEC standards shall prevail.
23	**Serial No. 69** Clarification Set -1 dated 06.02.2026	Space shall be provided for the followings by existing/proposed utilities free of cost: 1. 400 kV line bay at Washi (Proposed) 2. 220 kV line bay at Harangul (Existing) 3. 220 kV line bay at Murud (Existing) 4. 220 kV line bay at Vairag (Existing) 5. 220 kV line bay at Narangwadi (Existing) 6. 132 kV line bay at Tuljapur (Existing) 7. 132 kV line bay at Ausa (Existing) In case of land constraint, the bidder shall procure adjacent land or may opt for construction of GIS bays. As the free of cost land to be provided by existing/proposed utilities for mentioned substations, we understand that land development for construction of bays at the existing substations, including future bays at the greenfield substation, shall not be in the Bidder's scope.	The land shall be handed over by the utility on "As Is Where Is" basis. Bidder may visit the SS and ascertain themselves about the site conditions.
24	**Amendment No -1** of RFP for Latur Serial No. 2	As per Revised provisions in Amemndemnt-1, phase spacing for 220kv and 132kv lines is given as 5m & 4m respectively as shown below.	Updated CEA guidelines regarding technical standards and relevant IS/IEC standards shall prevail.

		II. Minimum live metal clearances for 220 kV line: (i) … (ii) … (iii) … (iv) … (v) However, the phase spacing for 220 kV D/C Line **shall be not less than 5.0 m** III. Minimum live metal clearances for 132 kV line: (i) … (ii) … (iii) … (iv) … (v) However, the phase spacing for 132 kV D/C Line **shall be not less than 4.0 m** But as per clause 7.3.1 of IS 5613 Part 2/ Sec1, minimum phase to phase spacing for 220kV & 132kV lines are mentioned as **4.9m & 3.9m** respectively. We understand that tower tested with phase-to-phase clearances as per IS standard can be used in the subject bid. Please confirm.	

Set-3 Clarification to RfP documents for "Establishment of 400/220/132 kV AIS Latur"

Sr. No	Name of the document	Clause No. and Existing provision Clarification offered by BPC	Clarification required	Reply
1.	RFP	"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;	Presently, details of L-1 bidder are not displayed on conclusion of e-RA if there is no receipt of counterbids. In case, two bidders have quoted the same L1, they would be under false impression of having L1 tariff of their own and may not offer further competitive offer. In such scenario, e-RA shall end resulting in premature conclusion of e-RA process. It is requested to update the e-RA platform accordingly to reflect the status of L1 bidder under the above scenario.	The e-RA will be conducted as per SBDs and the details of the successful bidder will be intimated only after conclusion of e-Reverse Auction (e-RA) process. In e-RA, two bidders cannot have same price bid as every bid has to be necessarily less than the previous bid. Two or more bidders quoting the same initial price offer would be a rare and hypothetical scenario. In such a hypothetical case, if no bids are quoted in e-RA, the decision of the competent authority shall prevail.
2.	**RFP document** **and TSA**	**Provisions of RFP** Clause 1.5 …. The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to STU or its successors or an agency as decided by the State 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 STU shall be entitled to take over the project assets Suo moto. **Provisions of TSA**	Query-1 Treatment of tax application at the end of the life of assets. As per section 50C of Income tax act, in case sale consideration received or claimed to be received by seller on sale of land or building or both is less than value adopted by stamp valuation authority (SVA), such value adopted by SVA would become actual sale consideration received or accruing to the seller. Therefore, capital gain would be Valuation as per stamp valuation authority reduced by cost/indexed cost of acquisition. Treatment of Capital tax and applicable TDS to be clarified. Query-2	Definition of Project Assets is amply clear. The insurance proceeds will also be transferred by TSP. All the expenditure till the transfer of all project assets along with substation land, right of way and clearances shall be borne by TSP. Any taxes, stamp duties and liabilities, as may be applicable, has to be borne by the TSP. The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to MSTU 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.

		Definitions: "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, Substations, 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;" **2.2.2** Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to MSTU or its successors or an agency as decided by the Government of Maharashtra at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which MSTU or its successors or an agency as decided by the Government of Maharashtra shall be entitled to take over the Project Assets Suo moto.	Modality of transfer of assets to be defined. In case only assets to be transferred then application of stamp duty & other taxes and its treatment to be clarified. Query-3 Modalities for O&M, other expenditure etc. for the transition period of 90 days may be confirmed. Availability calculation for the said period? Query-4 There could be delay in receipt of payment against receivables. Further, the TSP might have some pending claims against insurance company. How shall TSP receive these legitimate pending claim or charges after transfer of asset? Query-5 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. 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., atleast 1 week prior to financial bid opening, to enable 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.	The important timelines are mentioned in the Clause 2.7.2 of RFP document. Further, in case of any extension in bid submission date, it is understood that the timelines of all the subsequent events are being extended accordingly.
4.	RFP	2.15.3 After the date of acquisition of the equity shareholding of **…. (Insert the name of SPV) …**, 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,	Role of BPC has to be complete.	As per the RfP, the role of BPC ends with the transfer of SPV to the successful bidder. 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.
5.	RFP	2.15.3 d. contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP.	What are the obligations that the BPC has undertaken which needs to be fulfilled by the TSP?	The provisions of the RfP shall prevail. The details of the contractual obligations (if any) of BPC to be fulfilled by the TSP shall be intimated as per the provisions of RFP.

6.	RFP & TSA	**Provision of RFP** 2.15.4 Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the State Commission for grant of Transmission License and make an application to the State Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003 Provision of TSA 3.1.1…….The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act …….	Query-1 We request you to consider at least 30 days' time for completion of these activities. Query-2 Definition of working day is not defined in the TSA. Therefore, it is requested to define working day to avoid ambiguity and litigation later on	Query-1 This is as per the Standard Bidding Documents. No change is envisaged. Query-2 The definition working day shall be as per Department of Personnel & Training, GoI.
7.	RFP	2.15.6 If the TSP fails to obtain the Transmission License from the State Commission, it will constitute sufficient grounds for-annulment of award of the Project.	In case TSP fails to obtain the Transmission License the reasons for the same have to be examined.	This is as per the Standard Bidding Documents. The provisions of RFP documents shall prevail
8.	RFP	General	Kindly confirm: i) whether the Project / Elements are covered under "Generation linked Project" or "System Strengthening Project"	The Project is classified as Generation Linked/ RE Pooling Project.
9.	RFP	General	Kindly confirm: i) Whether the Project/ Elements are eligible for early commissioning incentive as per MoP, GoI order dated 15.07.2015.	No incentive is applicable for said projects &Provision of TSA shall prevail.
10.	RFP & TSA	General	In case the Transmission project / elements achieve completion and Interconnection facilities are not ready then	The provisions of TSA are amply clear and shall prevail

			i) who shall be liable to pay the transmission charges ? ii) what are the regulations in case of mismatch between the transmission projects/elements and between upstream or downstream?	
11.	RFP and TSA	**The definition of Contract Year in RFP is as under:** "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 …: And the definition of Contract Year in TSA is as under: "Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning **on the COD**, and ending on the immediately …"	As per RFP, the Contract Year shall start from the Scheduled CoD whereas as per TSA, the Contract Year shall start the CoD. As such, both the definitions are contradictory in nature. It is requested to clarify the correct definition of Contract Year.	The provisions of RFP and TSA are amply clear.
12.	TSA	Connection Agreement	A draft copy of the Connection Agreement may be furnished. Alternatively, the webpage link may be provided.	The Connection Agreement is enclosed at **Annexure-B**.
13.	TSA	"Connection Agreement" shall mean the agreement between the CTU or Maharashtra STU or any other concerned parties and the TSP, setting out the terms relating to the connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System/ Intra State Transmission System (as the case may be) as per the provisions of the IEGC/ State Grid Code, as the case may be;	It is understood the transmission system is Intra-state, kindly confirm whether the *Inter State Transmission System* as per the provisions of the IEGC shall be applicable for the subject Intra-state Transmission system as well.	The provision of TSA is amply clear in this regard.
14.	TSA	Clause no 2.3: Conditions prior to the expiry of the Transmission License In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the State Commission at least two (2) years before the date of expiry of the	There should be a provision in the TSA to cover the revenue loss that may be incurred by the TSP, in the case of the Appropriate Commission not granting extension of the Transmission License beyond the period of 25 years.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

		Transmission License, seeking the State Commission's approval for the extension of the term of the Transmission License up to the Expiry Date. 2.3.1 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Long Term Transmission System User fully informed about the progress on its application for extension of the term of the Transmission License.		
15.	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 & 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.. …. 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	As per clause 3.1.3 (viii), the EPC contracts to be awarded in 6 months. Whereas as per clause 3.1.3 (iii), 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).
16.	TSA	Clause 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…….. in accordance with the provisions of this Agreement	**Suggested text for the Amendment** Suggested text to be added at the end of this Article: "…….. The additional Contract Performance Guarantee, if any provided by the TSP for delay in fulfilment of condition subsequent, shall be returned by the STUIL on fulfilment of conditions subsequent by the TSP"	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
17.	TSA	Clause no 3.3.4: In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to	The terms and conditions for termination of the TSA under this Article, including the termination	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged

		any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.	payment and status of the SPV, need to be provided in the TSA.	
18.	TSA	3.3.4 …… Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9 11.7 Available Relief for a Force Majeure Event …….. (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,…..	In case project suffers from Force Majeure event for a period less than 6 months, interest cost during construction may be considered.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged
19.	TSA	4.6 Interconnection Facilities: 4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for	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 considered as	The provisions of TSA are amply clear and shall prevail

		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.	deemed COD and TSP shall be entitled to all the benefits envisaged under the TSA.	
20.	Section-I of **RFP** And **TSA**	**6.1 Connection with the Inter-connection Facilities:** 6.1.1 The TSP shall give the Maharashtra SLDC/ RLDC/MSTU/CTU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency. …… 6.2.1 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.	Reference is drawn to the Order of CERC 4/ADP/2016 dated 23.03.2016. Relevant extract of the Order is reproduced hereunder: "In the event the inter-connection facilities are not ready by SCOD or by revised SCOD (as may be revised by the petitioner and the LTTCs for the purpose of availing incentive as per MOP Policy) on account of non-readiness of the upstream or downstream transmission assets while the petitioner`s transmission system is ready for commissioning, the COD 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 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	This shall be treated as per applicable MERC Regulations/ Orders/ TSA.

		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.	are liable to be paid by DICs/developers of the upstream and 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. Further, as per CERC order no. 104/MP/2018 dated 18th September 2018, downstream was directed to pay transmission charges to TSP.	
21.	TSA	**Clause 6.3.1 (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.	Clause 6.3.1 (ii) covers the loss on debt amount which includes, due to Indirect Non-Natural Force Majeure Event or Natural Force Majeure Event affecting the LTTC, TSP is entitled for payment for debt service which is due under the Financing Agreements. However, any loss on the equity is not covered in the above clause. In order to compensate for the loss due to Indirect Non-Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer, compensation to both equity as well as debt to be covered as per clause 6.3.1 (a).	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
22.	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES Clause no. 10.1: Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of the MERC MYT Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.	**Suggested text for the Amendment** 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 or deemed to have achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.	The provisions of TSA shall prevail.

23.	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.2 The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement . 10.3 Rebate & Late Payment Surcharge: The rebate and late payment surcharge shall be governed as per MERC MYT Regulations.	As per Schedule 4 of TSA, calculation for Monthly Transmission charges including incentive or penalty has been illustrated. It is understood that clause 10.2 is the governing agreement regarding availability and incentive. Kindly confirm the same As per MERC (MYT Regulations), it is understood from the clause that rebate is limited to only 1%. Kindly confirm the same.	The provisions of TSA shall prevail.
24.	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.4 Any Disputed Bill, Default in payment by the LTTUs & Annual Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra	Article 10 i.e., Billing and payment of transmission charges is silent on parameters inter-alia **Payment Security Mechanism & Establishment of Letter of Credit.** In case of default in payment by LTTSU to TSP, kindly provide the detailed clauses Article 10 explicitly stating the parameters viz. **Payment Security Mechanism & Establishment of Letter of Credit** as generally being mentioned for Intra-state projects in Madhya Pradesh, Odisha etc.	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges on every Transmission System User (TSU) and all TSUs are making payment of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: "The Commission directs the STU to submit the details of the schemes proposed under TBCB along with likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining years of the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP

				will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.
25.	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.	As per the provisions of RFP, BPC prepares the Survey Report and furnish the same to bidders. Bidders may note that the survey report prepared based on preliminary walk over survey and shared with bidders as reference only. Further, Bidders are advised to inform themselves fully as per clause 2.5.2 of RfP.
26.	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.
27.	TSA	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.	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
28.	TSA	**Clause 13.7** If Agreement is terminated on account of Force	Kindly furnish the methodology of calculation of valuation of project asset.	Valuation of project assets shall be done as per the prevailing industry practices. Further, please refer Clause 18.2.e. of TSA

		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 .		
29.	RFP	Clause 2.1.2 "Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs……. Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs…… Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). For this purpose, capital expenditure incurred on projects that have been commissioned/ completed at least seven (7) days prior to Bid Deadline shall be considered. The capital expenditure discussed above shall be as capitalized and reflected in the audited books of accounts of the Technically Evaluated Entity…..".	As per QR, the capital expenditure under reference shall be as capitalised and reflected in the audited books of accounts of Technically Evaluated Entity. In above regard, please clarify the following: Whether entire capital expenditure of various Project(s), meeting the value-wise threshold requirements of QR, as capitalised in last five years in the audited books of accounts of Technically Evaluated Entity, shall be considered. OR Whether only the capital expenditure incurred in the last five years of such Project(s), capitalised in last five years in the audited books of accounts of Technically Evaluated Entity, shall be considered.	The provisions of RFP are amply clear and shall prevail.
30.	RFP	Clause 2.11 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.	Verification of issued bid bond is done by the beneficiary bank of the BPC through SFMS platform from the issuing bank of the bidder. In above regard, BPC is requested to provide following details. - Bank account detail of beneficiary along with IFSC code and Branch address - Unique Identifier of the beneficiary (if applicable) (The unique identifier needs to be	Please refer to the details mentioned in Clause 2.10.1 in this regard.

			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).	
31.	RFP	Annexure 14 (Format of the Bid Bond) Addressee details are not mentioned in the beginning of the format Annexure 14 (Format of the Bid Bond) "….In consideration of the……"	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: Annexure 14 (Format of the Bid Bond) ***" To,*** ***Designation of officer*** ***Name of BPC*** ***Address of BPC*** In consideration of the…… "	Please refer to the details mentioned in Clause 2.14 of RfP in this regard.
32.	RFP	Clause 1.6.2.2 – The details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project shall be handed over to the TSP on an as-is-where-is basis, so that it may take further actions to obtain **Consents, Clearances and Permits**	BPC to get the **GST registration and GST TAN** registration in the name of SPV in the State of Project execution where supply of Goods and Services shall take place.	Presently, the GST registration of the SPV was not being done by the BPC as there is no income of SPV and are in compliance to GST laws.
33.	SPA	Clause 1.2 (i) "Acquisition Price" shall mean INR _____ (Rupees _____ 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;	As per clause 1.2 (i) of the Share Purchase agreement, BPC is required to provide audited financial statement as on the closing date for adjustment, if any, in regard to aggregate consideration for acquisition of the SPV. It is requested to BPC to furnish **audited financial statement within 15 days** of the closing date.	Audited Financial Statements shall be furnished post completion of audit by the auditors

34.	ANNEXURE 3 - FORMAT FOR EVIDENCE OF AUTHORIZED SIGNATORY'S AUTHORITY	…Know all men by these presents, We ……(**name and address of the registered office of the Bidder**…	As per the format of Power of Attorney, the bidder is required to mention the name and registered office of the bidder. 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?	PoA will be given on stamp paper of the State where the person is executing it and getting it notarised. Since corporate office is generally the functional office of the company, Bidder can execute the PoA in the state of its corporate office if that is the seat of the Principal executing the PoA
35.	Clause No. 2.5, Section – II of RFP Documents	2.5 The Bidding Process … … … 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.	**Suggested text for the Amendment** 2.5 The Bidding Process …. …. 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 15minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 15 minutes from the latest received bid time. In case e-Reverse Bidding is not completed by 20:00 Hrs (IST), then the e-Reverse 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.	This is as per the Standard Bidding Documents. No change envisaged.
36.	RFP	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 ……. (Insert the name of SPV), 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.	RfP bid submission shall be scheduled accordingly.	Noted.

<table>
<tr><td>37.</td><td>RFP</td><td>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 mentioned in Clause 2.7.2. For any such clarifications or amendments, the Bidders should adhere to the format as per Annexure – 19.</td><td>The response for clarifications sought by prospective bidders shall be provided at least 2 weeks prior to bid deadline, so that price implications, if any, can be accounted for in the RfP bid.</td><td>This would be applicable to the clarifications sought by bidders within two weeks from the Pre-bid meeting.</td></tr>
<tr><td>38.</td><td>RFP</td><td>2.5 The Bidding Process

The entire bidding process shall be conducted on electronic bidding platform created by MSTC Limited…</td><td>The event of Bid Submission shall be kept live on the MSTC portal at least 1 week prior to bid deadline.</td><td>Noted</td></tr>
<tr><td>39.</td><td>TSA</td><td>1.3 SLDC Fee & Charges

The payment of SLDC fee & charges, in accordance with relevant regulations of MERC, shall be the responsibility of the TSP.</td><td>It is understood from MERC, MYT Regulations that SLDC charges & fee are to be payable by the LTTSUs and the TSP is not required to pay any fee & charges.

In case of requirement of SLDC fee & charges, then kindly provided the SLDC fee & charges to be paid by TSP to SLDC.</td><td>Payment of SLDC fees and charges as per relevant Regulations of MERC, if applicable shall be borne by TSP.</td></tr>
<tr><td>40.</td><td>ANNEXURE 8 - UNDERTAKING AND DETAILS OF EQUITY INVESTMENT</td><td>…. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

<table>
<tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr>
<tr><td>Establishment of AIS Latur with 3 x 500MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3x315MVA, 400/132 kV ICTs….</td><td rowspan="4">24 MONTHS</td></tr>
<tr><td>400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)</td></tr>
<tr><td>220 kV D/C line from 400 kV AIS Latur to 220kV Harangul (Existing)</td></tr>
<tr><td>220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)</td></tr>
</table></td><td>Kindly provide the element wise break up for determining the transmission charges based on availability.</td><td>All the elements of the scheme are required to be commissioned simultaneously.</td></tr>
</table>

<table>
<tr>
<td></td>
<td></td>
<td>
<table>
<tr><td>220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)</td><td></td></tr>
<tr><td>220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)</td><td></td></tr>
<tr><td>220 kV Connectivity to Solar Generators 220 End Bays – 6 Nos.</td><td></td></tr>
<tr><td>132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each)</td><td></td></tr>
<tr><td>132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)</td><td></td></tr>
</table>
……
</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41.</td>
<td>RFP</td>
<td>….The TSP will be required to establish the following Intra State Transmission System for “Establishment of 400/220/132 kV AIS Latur”.. … ….
<table>
<tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr>
<tr><td>Establishment of AIS Latur with 3 x 500MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3x315MVA, 400/132 kV ICTs….</td><td rowspan="8">24 MONTHS</td></tr>
<tr><td>400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)</td></tr>
<tr><td>220 kV D/C line from 400 kV AIS Latur to 220kV Harangul (Existing)</td></tr>
<tr><td>220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)</td></tr>
<tr><td>220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)</td></tr>
<tr><td>220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)</td></tr>
<tr><td>220 kV Connectivity to Solar Generators 220 End Bays – 6 Nos.</td></tr>
</table>
</td>
<td>Space for bays work at Washi (Proposed), Harangul (Existing), Murud (Existing), Vairag (Existing), Narangwadi (Existing), Tuljapur (Existing) and Ausa (Existing):

• Whether the space shall be provided on “free of cost basis” or “on lease basis”.

• In case Space is provide ‘on lease basis’, what will be charges?

• In case Space is provide ‘on lease basis’, what will be terms & condition of lease agreement?
• The space for bays works at Washi (Proposed), Harangul (Existing), Murud (Existing), Vairag (Existing), Narangwadi (Existing), Tuljapur (Existing) and Ausa (Existing) will be provided to TSP on an 'as-is, where-is' basis or if the land will be levelled prior to transfer.

• What is the timeline for handling over of land for construction?</td>
<td>The land for bay would be provided to the successful bidder on 'as-is, where-is' basis.

TSP may coordinate with existing utility regarding the timeline for handing over of land for construction.</td>
</tr>
</table>

		132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each) 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) *Note-* *Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations)* *1. 400 kV line bay at Washi (Proposed)* *2. 220 kV line bay at Harangul (Existing)* *3. 220 kV line bay at Murud (Existing)* *4. 220 kV line bay at Vairag (Existing)* *5. 220 kV line bay at Narangwadi (Existing)* *6. 132 kV line bay at Tuljapur (Existing)* *7. 132 kV line bay at Ausa (Existing)*	In case no clarity is provided, it is presumed that TSP shall be deemed to have completed its scope of works on the SCODs for other elements and shall be entitled to receive transmission charges in case the land for bay extension works for Washi (Proposed), Harangul (Existing), Murud (Existing), Vairag (Existing), Narangwadi (Existing), Tuljapur (Existing) and Ausa (Existing) is not provided within 3 (three) months of acquisition of subject project SPV by the successful bidder.	
42.	RFP	….The TSP will be required to establish the following Intra State Transmission System for "Establishment of 400/220/132 kV AIS Latur".. … …. **Name of the Transmission Element** / **Scheduled COD** Establishment of AIS Latur with 3 x 500MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3x315MVA, 400/132 kV ICTs…. 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed) 220 kV D/C line from 400 kV AIS Latur to 220kV Harangul (Existing) — 24 MONTHS 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)	Kindly confirm whether O&M of bays at Washi (Proposed), Harangul (Existing), Murud (Existing), Vairag (Existing), Narangwadi (Existing), Tuljapur (Existing) and Ausa (Existing) are in the scope of TSP. However, in case O&M is to be carried out by the existing owner on behalf of TSP, it is understood that TSP shall be liable to pay O&M Charges as per CEA guideline issued on 22/06/2023 in line with prevailing practice in ISTS TBCB projects. Kindly confirm.	The details are attached at **Annexure -A**. The O&M of bays at existing sub stations will be carried out by existing owner on behalf of TSP. O&M charges shall be applicable as per the provisions under the MERC MYT Regulations 2024 and as amended from time to time. Please refer MERC Order dated 28.03.2025 in Case No. 178 of 2024.

		220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) 220 kV Connectivity to Solar Generators 220 End Bays – 6 Nos. 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each) 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) *Note-* *Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations)* *1. 400 kV line bay at Washi (Proposed)* *2. 220 kV line bay at Harangul (Existing)* *3. 220 kV line bay at Murud (Existing)* *4. 220 kV line bay at Vairag (Existing)* *5. 220 kV line bay at Narangwadi (Existing)* *6. 132 kV line bay at Tuljapur (Existing)* *7. 132 kV line bay at Ausa (Existing)*		
43.	RFP	….The TSP will be required to establish the following Intra State Transmission System for "Establishment of 400/220/132 kV AIS Latur".. … …. **Name of the Transmission Element** / **Scheduled COD** Establishment of AIS Latur with 3 x 500MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level and 3x315MVA, 400/132 kV ICTs…. — 24 MONTHS 400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)	As per the provisions of RfP, *Space for* bay extension works at *Washi (Proposed), Harangul (Existing), Murud (Existing), Vairag (Existing), Narangwadi (Existing), Tuljapur (Existing) and Ausa (Existing) shall be provided by existing/ proposed utility.* *However, in case of land constraints TSP may opt for GIS bays / Acquire suitable land adjacent to the substations* Considering the uncertainty about the availability of land and uncertainty in scope of work, i.e, construction of AIS/GIS bays at Washi	The bidder may refer to Set-2 clarification.

		220 kV D/C line from 400 kV AIS Latur to 220kV Harangul (Existing) 220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing) 220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing) 220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing) 220 kV Connectivity to Solar Generators 220 End Bays – 6 Nos. 132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur (Existing) (250 MW Each) 132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each) *Note-* *Space shall be provided by existing/proposed utility for following. However, In case of land constraints TSP may opt for GIS bays /Acquire suitable land adjacent to the substations)* *1. 400 kV line bay at Washi (Proposed)* *2. 220 kV line bay at Harangul (Existing)* *3. 220 kV line bay at Murud (Existing)* *4. 220 kV line bay at Vairag (Existing)* *5. 220 kV line bay at Narangwadi (Existing)* *6. 132 kV line bay at Tuljapur (Existing)* *7. 132 kV line bay at Ausa (Existing)*	(Proposed), Harangul (Existing), Murud (Existing), Vairag (Existing), Narangwadi (Existing), Tuljapur (Existing) and Ausa (Existing), it will be very difficult to firm up the price for preparation of RfP bid. The same will also create undue advantage to some participants. In order to ensure level playing field for all the bidders, following may be clarified: (i) Based on availability of land area identified for bay extension works at Washi (Proposed), Harangul (Existing), Murud (Existing), Vairag (Existing), Narangwadi (Existing), Tuljapur (Existing) and Ausa (Existing), the type of bays AIS or GIS shall be clearly defined in the scope of work. In case of GIS, technical specifications etc. may also be issued.	
44.	RFP & Survey Report:- Establishment of 400/220/132 kV Latur (Dist. Latur)	-	As per the Survey Report, the Route provided for -"220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)"is crossing the upcoming koyali-ahmednagar petroleum line between AP-67 to AP-68 . Route may be revised accordingly.	The route is tentative.

45.	RFP & Survey Report	-	As per the Survey Report, the Route provided for -"220 kV D/C line from 400 kV AIS Latur to 220 kV Vairag (Existing)" is crossing the upcoming Surat to Chennai greenfield economic corridor between AP-67 to AP-68 . Route may be revised accordingly.	The route is tentative and no details available on site and in GATI Shakti for upcoming Surat to Chennai greenfield economic corridor.
46.	RFP & Survey Report	-	As per the Survey Report, the Route provided for -"220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)"is crossing the Mahagenco land between AP-04 to AP-06 . Route may be revised accordingly.	The route is tentative.
47.	RFP & Survey Report	-	As per the Survey Report, the Route provided for -"132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa"is crossing the Mahagenco land between AP-02 to AP-04 . Route may be revised accordingly.	The route is tentative.
48.	RFP & Survey Report	-	As per the Survey Report, the Route provided for -"400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)"is passing through the Windmill area without maintaining falling distance between AP-60 to AP-89. Windmills are not considered in the survey report. Route may be revised accordingly.	The route is tentative.
49.	RFP & Survey Report	-	As per the Survey Report, the Route provided for -"132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing)"is passing through the Windmill area without maintaining falling distance between AP-25 to AP-35 . Windmills are not considered in the survey report. Route may be revised accordingly.	The route is tentative.

50.	RFP & Survey Report	-	Osmanabad Airport and Latur Airport are not marked in the given survey report as the airports are near to the proposed lines. Survey report may be revised accordingly.	Necessary details provided in the report. Osmanabad Airport has been named as Dharashiv Airport in the report.
51.	**Name of the documents, Clause No. and Existing provision Amendment / Previous Clarification**	**Clarification needed Suggested**	**Suggested text for the amendment**	**Name of the documents, Clause No. and Existing provision Amendment / Previous Clarification**
52.	Revised Set 2 Clarifications dated 06.03.2026	Sr. No. 10 The available bays are already allocated as below, 1. from control room side 1st Bay- M/s. TATA Power Ltd. 2. M/s. JSW 3. New ICT-3 installation 4. AIS for future TBCB project Bidders are requested to visit the site and ascertain the availability/acquisition of suitable land for construction of remaining 01 no of 220 kV line end bay at 220 kV Harangul.	BPC is requested to clarify the space provision at 220kV Harangul (Existing). BPC is requested to share the land area demarcated for present scope of work under 220kV Harangul (Existing). BPC is also requested to define the line bays under present scope of work, as in the system shall be – AIS or GIS or Hybrid in nature. BPC is also requested to share the coordinate location details where the line bays shall be constructed.	The provisions of RfP and previous clarifications are amply clear and shall prevail. Bidder may coordinate with exiting TSP. Further, if constraints persists, the **Note under Scope of Work may be referred.** The Earlier clarification Date: 05.03.2026 shall remain unchanged in this regard.
53.	Revised Set 2 Clarifications dated 06.03.2026	Sr. No. 11 Space is not available at 220kV Murud Substation. However, hybrid bay can be constructed with the concurrence of existing utility. Space availability shown in attached image as highlighted in green colour comes under tower line of JSW bay which is work in progress.	BPC is requested to share the land area proposed for extension of 2 nos. of line bays at 220kV Murud clearly marked on the layout or KMZ file. BPC is also requested to explicitly define the aforementioned line bays under present scope of work, as in the system shall be – AIS or GIS or Hybrid in nature for equal competition among the bidders.	The provisions of RfP and previous clarifications are amply clear and shall prevail. Space is not available at 220kV Murud Substation. However, hybrid bay can be constructed with the concurrence of existing utility. The coordinates shown in the survey report are tentative. Bidder may coordinate with exiting TSP. Further, if constraints persists,

			BPC is also requested to share the coordinate location details where the line bays shall be constructed.	the **Note under Scope of Work may be referred.**
54.	Revised Set 2 Clarifications dated 06.03.2026	Sr. No. 12 Space for construction two nos. of 220 kV AIS line bays at 220 kV Vairag substation is available.	BPC is requested to share the land area proposed for extension of 2 nos. of line bays at 220kV Vairag clearly marked on the layout or KMZ file. BPC is also requested to explicitly define the aforementioned line bays under present scope of work, as in the system shall be – AIS or GIS or Hybrid in nature. BPC is also requested to share the coordinate location details where the line bays shall be constructed.	Space for construction two nos. of 220 kV AIS line bays at 220 kV Vairag substation is available. The provisions of RfP and previous clarifications shall prevail. The bidders may coordinate with TSP for final coordinates for line bays. The coordinates shown in the survey report are tentative. The Earlier clarification Date: 05.03.2026 shall remain unchanged in this regard.
55.	Revised Set 2 Clarifications dated 06.03.2026	Sr. No. 13 Space For two nos of 220kv line bays for 400kv latur TBCB at 220 kv Narangwadi is available in existing 220kv switchyard (bay no. 204 & 206). No bus extension is required for above two line bays.	BPC is requested to define the type of 220kV line bays to be executed at 220kV Narangwadi Substation – whether the system shall be AIS or GIS or Hybrid? BPC is also requested to share the coordinate location details where the line bays shall be constructed.	Space For two nos of 220kv line bays for 400kV latur TBCB at 220 kV Narangwadi is available in existing 220kv switchyard. The provisions of RfP and previous clarifications shall prevail. The bidders may coordinate with TSP for final coordinates for line bays. The coordinates shown in the survey report are tentative. The Earlier clarification Date: 05.03.2026 shall remain unchanged in this regard.
56.	Revised Set 2 Clarifications dated 06.03.2026	Sr. No. 14 Space Available for construction of 132kV Line bay at Tuljapur (Existing) S/Stn.	BPC is requested to define the type of 132kV line bays to be executed at 132kV Tuljapur Substation – whether the system shall be AIS or GIS or Hybrid?	Space Available for construction of 132kV Line bay at Tuljapur (Existing) S/Stn. The provisions of RfP and previous clarifications are amply clear and shall prevail.

			BPC is also requested to share the coordinate location details where the line bays shall be constructed.	The coordinates shown in the survey report are tentative. Further bidders may coordinate with TSP for final coordinates for line bays. The Earlier clarification Date: 05.03.2026 shall remain unchanged in this regard.
57.	Revised Set 2 Clarifications dated 06.03.2026	Sr. No. 15 The Space marked in orange color is vacant	BPC is requested to define the type of 132kV line bays to be executed at 132kV Tuljapur Substation – whether the system shall be AIS or GIS or Hybrid? BPC is also requested to share the coordinate location details where the line bays shall be constructed.	Space Available for construction of 132kV Line bay at Tuljapur (Existing) S/Stn. The provisions of RfP and previous clarifications are amply clear and shall prevail. The coordinates shown in the survey report are tentative. Further bidders may coordinate with TSP for final coordinates for line bays. The Earlier clarification Date: 05.03.2026 shall remain unchanged in this regard.
58.	Revised Set 2 Clarifications dated 06.03.2026	Common Query against the Clarifications Set 2	BPC is requested to state and define for all the given/aforementioned substations, where line bays are to be extended/executed, namely, at 400kV Washi, 220kV Harangul, 220kV Murud, 220kV Vairag, 220kV Narangwadi, 132kV Tuljapur and 132kV Ausa, - the extension system, which the TSP shall execute, shall be AIS or GIS type. Defining AIS or GIS system for the extension project – i.e., whether the line bays at 400kV or 220kV voltage level will be AIS or GIS under extension scheme – shall bring clarity on the equipment requirement, land requirement, operation and maintenance costs, required integration with the existing system and the other costs involved.	The provisions of RfP and previous clarifications are amply clear and shall prevail.

Set-4 Clarification to RfP documents for "Establishment of 400/220/132 kV AIS Latur"

Sr. No	Name of the document	Clause No. and Existing provision Clarification offered by BPC	Clarification required	Reply
1.	RFP Set 3 and Set 2 clarifications	Sr. No. 53 of set-3 clarifications Space is not available at 220kV Murud Substation. However, hybrid bay can be constructed with the concurrence of existing utility. And Sr. No. 11 of Set-2 clarifications	Please note that as per response received it is mentioned that "Space is not available at 220kV Murud Substation. However, hybrid bay can be constructed with the concurrence of existing utility. In view of the same BPC is requested to provide clarity on below: a) BPC is requested to clearly identify the land area to extend the 2 nos. of 220kV line bays with 220kV bus bar, since the Murud substation land is surrounded by residential area on the three sides and at one end control room is present. b) As per the clarification response, it is stated that a hybrid bay can be constructed with the concurrence of the mentioned existing utility. However, the present RFP clauses do not obligate the existing utility to provide such concurrence to the TSP under this bid. In view of the above, it is requested that the BPC may kindly obtain confirmation from the existing owner regarding the availability of space near the JSW tower line (marked in red cloud), and whether the same can be utilized for the development of 220 kV bays.	The provisions of RfP and previous clarifications are amply clear and shall prevail. Space is not available at 220kV Murud Substation. However, hybrid bay can be constructed with the concurrence of existing utility. The coordinates shown in the survey report are tentative. Bidder may coordinate with exiting TSP. Further, if constraints persists, the **Note under Scope of Work may be referred.**

			 The confirmation is required for proper estimation and clarity on bay development strategy. c) BPC is also requested to obtain confirmation from the existing owner of the 220 kV Murud Substation regarding whether the extension of 220 kV bays under the present scope shall be of hybrid type or outdoor GIS type. This request is made in view of the clarification indicating that space is not available within the substation, and as per survey reports, buildings exist on three sides of the substation plot boundary. Such confirmation is essential for accurate estimation and to ensure clarity in the bay development strategy. **Suggested text for the amendment** The confirmation is required for proper estimation and clarity on bay development strategy. Bidder needs the information for proper estimation.	

SET-5 Clarification to RfP documents for "Establishment of 400/220/132 kV AIS Latur"

Sl. No	Name of the Document Clause No. and Existing provision	Clarification required	Reply
1	**B3.1** General query for 400/220/132 KV Latur AIS S/S	**<u>For 400/220/132kV Latur (AIS) Substation:</u>** For connection with DISCOM Power supply kindly clarify the voltage level (11kV/22kV/33 KV) corresponding to the second independent source to be considered for LT transformer, HV cable & other associated equipment's.	The bidder has the discretion to choose the voltage level as per availability of DISCOM Power supply in the SS.
2	**RFP** Sl. No. 2 ,3,4,5,6,7,8,&9 of RFP document:- Scope of Work under existing S/s • 400 kV line bays at 400 kV Washi (Proposed) • 220 kV line bays at 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Harangul (Existing) • 220 kV line bays at 220 kV Murud (Existing) • 220 kV line bays at 220 kV Vairag (Existing) • 220 kV line bays at 220 Kv Narangwadi(Existing) • 132 kV line bays at 220 kV Tuljapur (Existing) • 132 kV line bays at 132 kV Ausa (Existing)	We have carried out site visit, however, drawings details are not provided for bay extensions. Hence, It is requested to provide following drawings and details required for bay extension work at 400 kV Washi (Proposed), 220 kV Harangul (Existing), 220kV Murud (Existing), 220 kV Vairag (Existing), 220 kV Narangwadi (Existing), 220 kV Tuljapur (Existing) & 132 kV Ausa (Existing). a. Single Line Diagram (SLD) drawing: b. Electrical Layout & Section drawing c. Location of bay(s) under present scope (mark in the GA drawing). d. Bus Bar Rating & Conductor Configuration e. Structure Layout & Section drawing f. General Layout Arrangement drawings: g. Existing Earth mat drawing h. Make and model of Control & Relay Panels (CRP). Space for CRP under present scope is available in the existing control room/ Switchyard Panel Room i. Make and Model of Bus Bar Protection. Whether existing Central Module of BB protection has adequate provision for expansion under present scope j. Space for CRP under present scope is available in the existing control room/Switchyard Panel Room. OR new building is to be constructed for accommodating the panels under present scope k. Existing Drawing of panel layout	The 400 kV Washi SS is under development under TBCB by Montecarlo Limited. The details are not available at this moment. The available details have been shared in Set-1 Clarification **(Annexure-A)**

		l. Make and Model of Substation Automation System (SAS) m. Existing drawing of Visual Monitoring System (VMS), provide make and model n. Existing drawing of LT AC & DC system (marked with feeders to be used for present scope) o. Existing SAS Architecture p. Make and Model of PLCC/DTPC of associated lines linked with present scope q. Cable trench drawing r. Levelled area availability for scope. **Rationale for the Clarification or Amendment** Bidder needs information for proper estimation.	

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF:

Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for establishment of the intra-State transmission system for "Establishment of 400/220/132 kV AIS Latur" on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process.

AND IN THE MATTER OF:

Latur REZ Transmission Limited ... Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors. ... Respondents

MEMO OF AUTHORISATION

I, Sandipsinh Gohil, on behalf of Latur REZ Transmission Limited, the Applicant, do hereby nominate, appoint and constitute Mr. Tabrez Malawat, Ms. Ankita Bafna, Mr. Syed Hamza, Ms. Rupali Jain (The Guild, Advocates and Associate Counsel), to act, plead and appear on our behalf in the aforesaid matter.

IN WITNESS WHEREOF have set and subscribed my hands to this writing on this 30th day of September, 2026.

Place: Ahmedabad
Date: 30.09.2026

LATUR REZ TRANSMISSION LIMITED NEW DELHI

Applicant

"I ACCEPT"

Address for Correspondence:
THE GUILD - ADVOCATES & ASSOCIATE COUNSEL
C-586, Lower Ground Floor, Defence Colony,
New Delhi – 110024
Email: tabrez.malawat@theguild.co.in
M: 9643243451

VAKALATNAMA

BEFORE THE HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION AT MUMBAI

Filing No. _____

Case No. _____

IN THE MATTER OF:

Latur REZ Transmission Limited ... Petitioner

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

... Respondents

I, Sandipsinh Gohil, authorized representative of Latur REZ Transmission Limited, i.e., the Petitioner in the above-mentioned matter do hereby appoint and retain Shri Tabrez Malawat, Ms. Ankita Bafna, Shri Syed Hamza and Smt. Rupali Jain (**The Guild – Advocates & Associate Counsel**) to appear, plead and act for me / us in the abovementioned Application and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me / us in the said proceeding and also to appear in all petitions, applications for review before the Maharashtra Electricity Regulatory Commission.

Place: Ahmedabad

LATUR REZ TRANSMISSION LIMITED NEW DELHI

Petitioner

"Accepted"

Date:30.09.2026

Advocates for the Petitioner

TABREZ MALAWAT / SOURAJIT SARKAR
SYED HAMZA / RUPALI JAIN
The Guild – Advocates & Associate Counsel
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New Delhi – 110024
Phone - +91 9643243451
Email: tabrez.malawat@theguild.co.in

TABREZ MALAWAT || [D/3583-C/2013]
ANKITA BAFNA || [D/976/2014]
SYED HAMZA || [JK/163/2015]
RUPALI JAIN [D/3123/2020]