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

DIARY NO.
PETITION NO. /TL/2026

IN THE MATTER OF

Morena-I SEZ Transmission Limited **...PETITIONER**

Versus

Central Transmission Utility of India Ltd. and Anr. **...RESPONDENTS**

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MORENA I SEZ TRANSMISSION LIMITED

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PETITIONER/ Morena-I SEZ Transmission Limited

Place: Noida, U.P.

Date: 16.02.2026

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

PETITION NO. __/TL/2026

MEMO OF PARTIES

IN THE MATTER OF:

Morena-I SEZ Transmission Limited
Plot No.14, GF-11A,
Omaxe Square, Jasola,
New Delhi (South East) – 110025

...PETITIONER

VERSUS

1. Central Transmission Utility of India Ltd.
   CTU-Planning (1st Floor-A Wing), Saudamini,
   Plot No. – 2, Sector- 29,
   Near IFFCO Chowk Metro Station,
   Gurgaon-122 001

...RESPONDENT NO. 1

2. PFC Consultancy Limited
   First Floor, "Urjanidhi",1,
   Barakhamba Lane, Connaught Place,
   New Delhi-110001

...RESPONDENT NO. 2

PETITIONER/ Morena-I SEZ Transmission Limited

Place: Noida

Date: 16.02.2026

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

PETITION NO. ____/TL/2026

IN THE MATTER OF:

Petition under Sections 14, 15 and 79(1)(e) of Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 seeking grant of Transmission License for Morena-I SEZ Transmission Limited.

AND IN THE MATTER OF:

Morena-I SEZ Transmission Limited **...PETITIONER**

Versus

Central Transmission Utility of India Ltd. and Anr. **...RESPONDENTS**

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

MOST RESPECTFULLY SHOWETH:

A. Background

1. The Petitioner, Morena-I SEZ Transmission Limited has approached this Hon'ble Commission by way of the present Petition filed under Sections 14, 15 and 79 (1) (e) of the Electricity Act, 2003 (hereinafter "***Electricity Act***") read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2024. (hereinafter referred to as "***CERC Transmission Licence Regulations***") for grant of Transmission Licence in order to implement the inter-state

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transmission project *viz. "Transmission System for Evacuation of Power From RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)"* ("***Project***").

2. The Petitioner is a Special Purpose Vehicle ("***SPV***") which was acquired by Enerica Infra 1 Private Ltd. ("***EIPL-1***"), which was selected as the Successful Bidder in the Tariff-Based Competitive Bidding process ("***TBCB***") conducted by PFCCL Consulting Limited ("***Respondent No. 2" / "PFCCL***") i.e., Bid Process Co-ordinator ("***BPC***"), to establish the Project on the basis of International competitive bidding in accordance with the "Tariff Based Competitive Bidding Guidelines for Transmission Service" ("***TBCB Guidelines***") and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Ministry of Power, Government of India ("***MoP***") under Section 63 of the Electricity Act and as amended from time to time.

3. The need for implementation of the Project was discussed in the 27th Meeting of the National Commission on Transmission ("***NCT***") (as held on 06.02.2025), wherein construction of New Transmission Schemes was submitted by CTUIL for consideration of the NCT which *inter-alia* included the present Project.

4. In view thereof, PFCCL, being the BPC, issued the Request for Proposal dated 03.04.2025 (***"RfP"***) for selection of a Transmission Service Provider ("***TSP***") for the establishment of the Project on a build, own, operate & transfer ("***BOOT***") basis. As per the RfP and the Transmission Service Agreement ("***TSA***"), the Project comprises of the following elements:



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Sl. No.	Name of the Transmission Element	Scheduled COD as per Gazette Notification
1.	*Establishment 3x1500 MVA, 765/400 kV & 2x500MVA,400/220kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor* ➢ *765/400 kV, 1500 MVA ICT-3 Nos.* ➢ *400/220 kV, 500MVA ICT – 2 Nos.* ➢ *765 kV ICT bays- 3 Nos.* ➢ *400 kV ICT bays- 5 Nos.* ➢ *220 kV ICT bays – 2 Nos.* ➢ *330 MVAr 765 kV bus reactor-2 Nos.* ➢ *125 MVAr 420 kV bus reactor 2 Nos.* ➢ *765 kV reactor bay- 2 Nos.* ➢ *765 kV line bay- 2 Nos. (for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line)* ➢ *400 kV line bays- 5 Nos. (2 No. for termination of Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) line; 2 Nos. for interconnection of Greenko PSP & 1 no for RE interconnection)* ➢ *400 kV reactor bay- 2 Nos.* ➢ *220 kV TBC – 1 No.* ➢ *220 kV BC – 1 No.* ➢ *220 kV line bays – 4 Nos. (for RE Interconnection)* ➢ *500 MVA, 765/400 kV 1-Ph Spare ICT-1 No.* ➢ *110 MVAr, 765 kV, 1-ph reactor (spare unit for bus reactor)-1 No.* ***Future Scope (Space for):*** ➢ *765/400 kV, 1500 MVA ICT along with bays-3 Nos. (on Sec-II)* ➢ *765 kV line bays along with switchable line reactors– 6 Nos. (2Nos. on Sec-I & 4 Nos. on Sec- II)*	*27 months From effective date as per TSA*

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Sl. No.	Name of the Transmission Element	Scheduled COD as per Gazette Notification
	➢ 765 kV, 330MVAr Bus Reactor along with bay: 2 Nos. (on Sec-II) ➢ 765 kV Sectionaliser: 1 set ➢ 400 kV line bays along with switchable line reactors– 9 Nos. (3 on Sec-I & 6 on Sec-II) ➢ 400/220 kV, 500MVA ICT along with bays-8 Nos. (3 on Sec-I & 5 on Sec-II) ➢ 400 kV, 125MVAr Bus Reactor along with bays: 2 Nos. (Sec-II) ➢ 400 kV Sectionalization bay: 1-set ➢ 220 kV line bays: 12 Nos. (4 Nos. on Sec-I & 8 Nos. on Sec-II) ➢ 220 kV Sectionalization bay: 1set ➢ 220 kV TBC: 1 No. ➢ 220 kV BC: 1 No. 2 Nos. STATCOM (±400 MVAr) along with 2x125 MVAr MSC & 1x125 MVAr MSR and associated bays- 2Nos. (1 on 400 kV Sec-I and 1 on 400 kV Sec-II)	
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line -90 km (approx.)	
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line ➢ 765 kV line bays– 2 Nos.	
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500MVA ICT (3rd) ➢ 400/220 kV, 500 MVA ICT-1 No. ➢ 400 kV ICT bay- 1 No.	

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Sl. No.	Name of the Transmission Element	Scheduled COD as per Gazette Notification
	➢ *220kV ICT bay-1 No.*	

Note:

a. *M/s Apraava Energy Pvt. Ltd. (AEPL) shall provide space for above scope of work at Karera S/s (free of cost).*
b. *Location of the substation shall be finalized near South of Sabalgarh in consultation with CEA, RUMSL and other stakeholders.*
c. *MPPTCL shall ensure development of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) linein matching timeframe of above scheme.*

5. The Petitioner was incorporated on 16.04.2025 by PFCCL as its wholly owned subsidiary to initiate the activities for execution of the Project and subsequently to act as TSP after being acquired by the successful bidder selected through TBCB process. A copy of the Certificate of Incorporation of the Petitioner company is annexed herewith and marked as **ANNEXURE P/1**, and a copy of the Memorandum of Association & Articles of Association of the Petitioner Company is annexed herewith and marked as **ANNEXURE P/2 (Colly).**

6. Notably, EIPL-1 i.e., the current holding companies of the Petitioner participated in the aforesaid bidding process and subsequently, on 07.11.2025, the EIPL-1 was declared as the successful bidder by PFCCL, in pursuance to the e-reverse auction (held on 31.10.2025), with the lowest levelized transmission Charges.

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Accordingly, a letter of intent dated 07.11.2025 ("***LoI***") was issued by PFCCL to EIPL-1.

7. It is relevant to note the Clause 2.15.4 of the RfP mandates the TSP to apply to this Hon'ble Commission for grant of Transmission License, under Section 14 and 15 of the Electricity Act within five (5) working days of acquiring of the Petitioner (previously a wholly owned subsidiary of PFCCL before its acquisition by EIPL-1), which was incorporated as a SPV for implementation of the Project.

8. In view thereof, the present Petition is being preferred by the Petitioner seeking grant of the Transmission License for implementation of the Project.

i. <u>Brief Background of the Parties</u>

9. The Petitioner i.e., Morena-I SEZ Transmission Limited was a wholly owned subsidiary of PFCCL and was incorporated as an SPV for implementation of the Project. The Petitioner was acquired by EIPL-1 after being declared as a successful (i.e., L1) bidder in the bidding process conducted by PFCCL for selection of a TSP for establishment of the Project.

9.1. Respondent No. 1 i.e., Central Transmission Utility of India Limited ("***CTUIL***") is notified to undertake the functions of Central Transmission Utility as provided under Section 38 of the Electricity Act and discharging, *inter-alia,* functions of planning and co-ordination pertaining to ISTS with all the concerned authorities.

9.2. Respondent No. 2 i.e., PFCCL is a wholly owned subsidiary of REC Ltd., and is a company incorporated under the Companies Act, 1956. On 19.03.2025, MoP notified PFCCL as the BPC for the purpose of selection of Bidder as TSP to

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establish Inter-State Transmission System for construction of the Project through tariff based competitive bidding process.

ii. Jurisdiction

10. This Hon'ble Commission has the jurisdiction to adjudicate upon the present Petition and grant transmission under Sections 14 of the Electricity Act.

iii. Facts and events for consideration

11. The relevant facts and issues for the kind consideration of this Hon'ble Commission are as follows:

11.1. The Project being executed by the Petitioner was agreed in 32nd Consultation Meeting for Evolving Transmission Schemes in Western Region held on 24.09.2024.

11.2. Thereafter, on 06.02.2025, the 27th meeting of the NCT was held, wherein construction of New Transmission Schemes was submitted by CTUIL for consideration of the NCT, and the said Schemes *inter-alia* included the present Project. During the said meeting, the NCT approved the implementation of the Project through TBCB process. A copy of the Minutes of Meeting of 27th NCT is annexed hereto and marked as **ANNEXURE P/3**.

11.3. On 19.03.2025, MoP *vide* its Notification no. 1307 [F. No. 15/3/2018-Trans-Pt(4)] notified PFCCL to be the BPC for the purpose of selection of Bidder as a TSP to establish an inter-state transmission system for construction of the Project in accordance with the TBCB Guidelines dated 10.08.2021, issued by MoP under Section 63 of the Electricity Act (Refer Sr. No. 6 of the Gazette

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Notification). A copy of the Gazette Notification dated 19.03.2025 issued by MoP, GoI is annexed hereto and marked as **ANNEXURE P/4**.

11.4. On 03.04.2024, PFCCL issued the RfP for selection of Bidder as a TSP through TBCB process in order to establish the Project and acquire one hundred percent (100%) of the equity shares of the Petitioner for construction of the Project. A copy of the RfP dated 03.04.2025 is annexed herewith and marked as **ANNEXURE P/5**.

11.5. On 16.04.2025, the Petitioner was incorporated under the provisions of the Companies Act, 2013 by PFCCL as its 100% wholly owned subsidiary to initiate the activities for undertaking pre-bid obligations in relation to the execution of the Project and subsequently to act as the TSP.

11.6. PFCCL issued certain amendments modifying certain provisions of RfP. Copies of the Amendments to the RfP dated 21.04.2025, 06.06.2025, 17.06.2025, 04.08.2025, and 11.08.2025 are annexed herewith and marked as **ANNEXURE P/6 (Colly.)**

11.7. PFCCL, vide a separate communication dated 16.09.2025, extended the timelines for submission of bids for the Project. The due date for submission of online bids (Technical & Financial) through the electronic bidding platform was revised to 23.09.2025. It was further specified that the technical bids would also be opened on 23.09.2025. A copy of the said extension notice dated 16.09.2025 is annexed herewith and marked as **ANNEXURE P/7.**

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11.8. On 08.05.2025, 21.05.2025, 24.06.2025, 27.06.2025, 14.07.2025, 31.07.2025 and 17.09.2025 PFCCL issued clarifications (through email) to the RfP documents, (as raised by the bidders). Copies of the clarifications dated 08.05.2025, 21.05.2025, 24.06.2025, 27.06.2025, 14.07.2025, 31.07.2025 and 17.09.2025issued by PFCCL to the bidders are annexed herewith and marked as **ANNEXURE P/8(Colly.)**.

11.9. On 12.08.2025, PFCCL *vide* an email to EIPL-1 shared the copy of the finalised unexecuted Transmission Service Agreement ("***TSA***") (which is an agreement between the CTUIL and the Petitioner) in terms of Clause 1.6.2.1 (6) of the RfP. A copy of the email dated 12.08.2025 issued by PFCCL to EIPL-1 providing the finalised TSA is annexed herewith and marked as **ANNEXURE P/9.**

11.10. Subsequent to the e-Reverse Auction conducted by PFCCL, EIPL-1 emerged as the Successful bidder with lowest quoted Transmission tariff. Accordingly, on 07.011.2025, PFCCL issued the LoI to EIPL-1. A copy of the Letter of Intent dated 07.11.2025 issued by PFCCL to EIPL-1 is annexed herewith and marked as **ANNEXURE P/10.**

11.11. In terms of the LoI, EIPL-1 was required to unconditionally accept the terms of the LoI within seven (7) days of the issuance of the LoI. Accordingly, the EIPL-1 *vide* its email dated 12.11.2025 to PFCCL, issued the unconditional acceptance copy of the LoI. A copy of the email dated 12.11.2025 issued by the EIPL-1 to PFCCL is annexed herewith and marked as **ANNEXURE P/11.**

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11.12. It is pertinent to note that Clauses 2.15.2, 2.15.3 and 2.15.4 of the RfP provide for a timelines after issuance of the LoI, which requires the successful bidder to *inter alia* acquire the SPV i.e., the Petitioner within 10 days from issuance of LoI and further mandates the Petitioner to file petitions before this Hon'ble Commission seeking adoption of tariff and grant of transmission licence, within 5 days of the acquisition of the SPV by the successful bidder i.e., EIPL-1. On 02.02.2026, PFCCL issued a letter to EIPL-1, extending the timeline for completion of activities mentioned in the LOI till 03.02.2026. A copy of PFCCL's letter dated 02.02.2026 is annexed here and marked as **Annexure P/12.**

11.13. On 28.01.2026, Ministry of Power, Government of India issued its approval for sale and transfer of Morena-I SEZ Transmission Limited's shares to EIPL-1. A copy of the letter dated 28.01.2026 is annexed herewith and marked as **Annexure P/13.**

11.14. On 03.02.2026, EIPL-1 acquired the Petitioner/SPV after executing the Share Purchase Agreement dated 03.02.2026, on payment of the acquisition price, along with the execution of the Transmission Service Agreement with Respondent No. 1 on 03.02.2026.

A copy of the signed TSA is annexed herewith as **ANNEXURE P/14** and a copy of the signed Share Purchase Agreement is annexed herewith as **ANNEXURE P/15**.

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11.15. It is humbly submitted that in terms of Clause 2.15.4 of the RfP, the present Petition is being filed by the Petitioner within 5 working days from the true acquisition of the Petitioner/SPV by the EIPL-1 i.e., on 06.02.2025.

11.16. Further, after complying with all the obligations pertaining to the acquisition of the Petitioner by EIPL-1, the Petitioner has also preferred an application/Petition for adoption of transmission charges with respect to the Project under Section 63 of the Electricity Act before this Hon'ble Commission separately, *inter alia* in accordance with the provisions of Clause 2.15.4 of the RfP.

B. <u>Detailed Petition</u>

12. It is submitted that the grant of transmission license is a pre-condition under Section 12 of the Electricity Act, and the Petitioner cannot proceed with the establishment of the Transmission System unless the same is granted to the Petitioner.

13. It is submitted that Regulation 4(1) of the Transmission License Regulations provide the eligibility criteria for grant of transmission license as under:

> *"4. <u>Eligibility for Grant of licence</u>*
> *(1) No person shall be eligible for grant of licence for inter-State transmission of electricity unless it is,*
> *(a) selected through the process under the competitive bidding guidelines issued under section 63 of the Act; or*
> *(b) an entity selected by the Central Government or its authorized agency to implement a project under the regulated tariff mechanism. :"*

14. As submitted above, the Project has been awarded to EIPL-1 after selection through competitive bidding process conducted under the bidding guidelines of

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MoP. And the Petitioner has been duly acquired by EIPL-1 under the terms of the RfP. Accordingly, the Petitioner is eligible for grant of license under Regulation 4(1)(a) above.

15. It is submitted that Section 14 of the Electricity Act provides that the Appropriate Commission may, on an application made under Section 15 of the Act, grant Licence to any person to transmit electricity as a transmission licensee in any area as may be specified in the Licence. The word 'person' has been defined in Section 2(49) of the Electricity Act to include any company or body corporate or association or body of individuals, whether incorporated or not, artificial or juridical person. Therefore, the Petitioner in terms of Sections 14, 15 & 79 (1) (e) of the Electricity Act is filing the present Petition/Application seeking grant of Transmission Licence for the Project explained above.

16. Further, it is submitted that Section 15(1) of the Electricity Act provides that every application under Section 14 shall be made in such manner and in such form as may be specified by the Appropriate Commission and shall be accompanied with such fees as may be prescribed. Having regard to the provisions of the parent Act, this Hon'ble Commission has enacted the CERC Transmission Licence Regulations and CERC (Payment of Fees) Regulations, 2012. This Hon'ble Commission in the said Regulations has prescribed the form of Application, and also the amount of fee for making an application for grant of Transmission Licence. Accordingly, the Petitioner is submitting the present Petition in such prescribed format along with the fees as per Regulation 5(1) of

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the said Regulations. A copy of duly filled Form-I is enclosed herewith and marked as **Annexure P/16.**

17. Power of Attorney authorising the signatory to commit has also been passed through this board resolution passed on 03.02.2026. A copy of Board Resolution dated 03.02.2026 is enclosed herewith and marked as **Annexure P/17.**

18. It is submitted that a copy of the Petition for grant of Transmission Licence is being forwarded to each of the Respondents in terms of Regulation 5(3) of CERC Transmission Licence Regulations.

19. It is further submitted that the Petitioner is simultaneously submitting/furnishing a copy of the instant Petition to Central Transmission Utility, as required under Section 15 (3) of the Electricity Act seeking appropriate recommendations, if any, in accordance with Section 15 (4) of the Act. In addition, CTUIL is also a party Respondent in the present petition.

20. The present Application/ petition for grant of Transmission Licence is being posted/hosted on its website: https://www.indigrid.co.in/documents-manager/ as per Regulation 5(4) of CERC Transmission Licence Regulations so as to facilitate the access of the Petition by any person through internet.

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

22. The Petitioner undertakes to comply with all the other requirements as provided in the CERC Transmission License Regulations in relation to the publication of notices, service on the beneficiaries of the Petitioner's

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Transmission System. Accordingly, the Petitioner shall place on record the compliance reports before the Hon'ble Commission.

23. It is pertinent to note that the Petitioner's scope in the TSA includes 765 kV, 400kV and 220 kV works. In this regard, it may be noted that as per the information available from CTUIL website, at present no firm connectivity has been granted from the Petitioner's 220kV scope of work. The Petitioner anticipates a mismatch in COD and utilisation of its Project qua the 220 kV works. Accordingly, the Petitioner seeks liberty to approach this Hon'ble Commission for seeking appropriate relief at the relevant time.

24. The present petition is filed *bona fide* and in the interest of justice.

C. Limitation

25. The Petitioner/applicant humbly submits that the instant petition is not barred by limitation.

D. PRAYER

26. The Applicant/ Petitioner hereby humbly prays before this Hon'ble Commission to:

(a) Issue/Grant the Transmission License to the Applicant/ Petitioner, Morena-E SEZ Transmission Limited for establishing, operating and maintaining the inter-state transmission system i.e., "*Transmission system for evacuation of power from RE Projects in Morena SEZ in Madhya Pradesh- Phase I (2500MW)*" comprising of assets elements as detailed in

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the present petition, in terms of Sections 14, 15 and 79 (1) (e) of the Electricity Act;

(b) Condone any inadvertent errors omissions/ errors / shortcomings and permit the Applicant to add/change/modify/alter these pleadings and make further submissions as may be required at a future date;

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

Annexures

27. As per the Index

Proof of Payment

28. Fee is paid online on 05.02.2026 bearing transaction No. INF/NEFT/IN42603656863771/BKID0SABPAI/CERCU/CERCU.

Counsel for the Petitioner

MORENA I SEZ TRANSMISSION LIMITED

Petitioner/Morena-I SEZ Transmission Limited

Date: 16.02.2025

Place: NOIDA, UP

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DECLARATION

The Petitioner(s) above named hereby solemnly declare(s) that nothing material has been concealed or suppressed and further declare(s) that the enclosures and typed set of material papers relied upon and filed herewith are true copies of original(s)/fair representation of the originals/true translation thereof

Verified at Noida on the 16th day of February 2026.

Counsel for the Petitioner

PETITIONER

VERIFICATION

Verified at Noida on this 16th day of February 2026, that the contents of my above noted affidavit are true and correct to my knowledge and no part of it is false and nothing material has been concealed therefrom.

DEPONENT

VIVEK KARTHIKEYAN

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BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION, AT NEW DELHI
PETITION NO.____/TL/2026

IN THE MATTER OF:

Morena-I SEZ Transmission Limited ...Petitioner

Versus

Central Transmission Utility of India Ltd.
& Anr.

...Respondent

AFFIDAVIT VERIFYING THE PETITION

I, Vivek Karthikeyan, Son of Shri N. Karthikeyan, aged about 37 years, being the authorized representative of the Petitioner Company, having its registered office at Plot No.14,GF-11A, Omaxe Square, Jasola, New Delhi (South East) – 110025, presently at Noida, U.P. do hereby solemnly affirm and state as under:

1. That the deponent is the authorized signatory of Petitioner and is well conversant with the facts and the circumstances of the case and therefore competent to swear this affidavit.
2. That the accompanying Petition under Sections, 14, 15 and 79 (1) (e) of the Electricity Act, 2003, has been filed by my authorised representative/nominated counsel under my instruction and the contents of the same are true and correct to the best of my knowledge and belief.
3. That the contents of Para 1 to 11 of the facts as mentioned in the Petition are true and correct based on my personal knowledge, belief and records maintained in the office and the contents of Para 12 to 24 of the Petition are believed to be true on the basis of the legal advice received.
4. That the annexures annexed to the Petition are correct and true copies of the respective originals.
5. That the Deponent has not filed any other Petition or Appeal before any other forum or court of law with respect to the subject matter of the dispute.

MORENA I SEZ TRANSMISSION LIMITED

DEPONENT

VERIFICATION

Verified at Noida on this 16th day of February 2026, that the contents of my above noted affidavit are true and correct to my knowledge and no part of it is false and nothing material has been concealed therefrom.

ATTESTED
ANJANA SHUKLA
Advocate Notary
Distt. Gautam Budh Nagar (U.P.)

MORENA I SEZ TRANSMISSION LIMITED

DEPONENT

16 FEB 2026

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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 MORENA I SEZ TRANSMISSION LIMITED is incorporated on this SIXTEENTH day of APRIL 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 **U42201DL2025GOI446490**

The Permanent Account Number (PAN) of the company is **AATCM2413P***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELM51479B***

Given under my hand at Manesar this SIXTEENTH day of APRIL TWO THOUSAND TWENTY FIVE

PRAMOD KUMAR

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:

MORENA I SEZ TRANSMISSION LIMITED

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

*as issued by Income tax Department

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Form No. INC-33

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Form language

(•) English ( ) Hindi

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

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

MORENA I SEZ 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

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	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

MORENA I SEZ TRANSMISSION LIMITED

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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

MORENA I SEZ TRANSMISSION LIMITED

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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

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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

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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

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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.

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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

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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

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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

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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

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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

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conducted so conveniently in co-operation with the business of the Company or to benefit the Company or to the activities for which the Company has been established.

37. To apply for purchase, or otherwise acquire

To apply for purchase, or otherwise acquire any trademarks, patents, brevets, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited rights to use, or any secret or other information as to any invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.

38. To sell, dispose or hive off an undertaking of the Company

To sell, dispose or hive off an undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company.

39. To sell, improve, manage, develop

To sell, improve, manage, develop, exchange, loan, lease or let, under-lease, sub - let, mortgage, dispose of, deal with in any manner, turn to account or otherwise deal with any rights or property of the Company.

40. To outsource parts of its activities

To outsource parts of its activities to achieve higher efficiencies and throughputs in

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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:

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Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	Shri 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		04/04/2025
2	Shri Rishab Jain S/o Naveen Jain R/o T-11, First Floor, Green Park Extension, Green Park Market, New Delhi - 110016 Occupation- Service (As Nominee of PFC Consulting Limited)	0*4*5*6*	100 Equity,0 Preference		04/04/2025
3	PFC Consulting Limited having R/o First Floor, Urjanidhi,1, Barakhamba Lane, Connaught Place, New Delhi - 110001 thorough its Authorised representative Sachin Arora S/o Prem Lal Arora R/o F-5,1903, Supertech, Eco, Village, 1, Noida, Gautam Buddh Nagar, Uttar Pradesh-201301, Occupation-Service	A*G*A*4*4*	9400 Equity,0 Preference		04/04/2025
4	Shri Sachin Shukla S/o Raj Kumar Shukla R/o 4th Floor,House No 6, H1 Block, Good Earth City Center, South City II, Gurgaon - 122018, Haryana, India Occupation-Service (As Nominee of PFC Consulting Limited)	0*6*3*6*	100 Equity,0 Preference		04/04/2025
5	Shri Neeraj Singh S/o Dayashankar Singh R/o C-703 F-2,The Crescent Appartment, Sector-50, Noida, Gautam Budha Nagar, Uttar Pradesh - 201301 Occupation-Service (As Nominee of PFC Consulting Limited)	0*6*3*9*	100 Equity,0 Preference		04/04/2025
6	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		04/04/2025

MOORENA / SEZ TRANSMISSION LIMITED

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7	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		04/04/2025
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	Nitin Kochhar	Flat No. 608, Sixth Floor, Pragati Tower - 26, Rajendra Place, New Delhi - 110008Company Secretary	6*3*		04/04/2025

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

VIVEK KARTHIKEYAN
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eForm Service request number(SRN)	AB3322322
eForm filing date(DD/MM/YYYY)	16/04/2025
Name of the authorizing officer	PRAMOD KUMAR
This e-Form is hereby approved	
This e-Form is hereby rejected	
Date of Signing (DD/MM/YYYY)	17/04/2025



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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	MORENA I SEZ TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
☐	☑		• 1. Interpretation clause In the interpretation of these Articles unlessrepugnant to the subject or context-Act The Act means The Companies Act 2013 asamended from time to time and includes any statutory modification orre-enactment thereof for the time being in force. Articles of the CompanyArticles means the articles of association of a company as originally framed oras altered from time to time or applied in pursuance of any previous companylaw or of this Act. Auditor(s) Auditor(s) mean and include persons appointed assuch for the time being by the Comptroller Auditor General of India. Board orBoard of Directors Board or Board of Directors in relation to a company meansthe collective body of the directors of the company. Books of Account Books ofaccount includes records maintained in respect of (i)all sums of money receivedand expended by a company and matters in relation to which the receipts andexpenditure take place (ii) all sales and purchases of goods and services bythe company (iii) the assets and liabilities of the company and (iv) the itemsof cost as may be prescribed under section 148 in the case of a company whichbelongs to any class of companies specified under that section. Capital Capitalmeans the share capital for the time being raised or authorized to be raisedfor the purpose of the Company. Company Shall means MORENA I SEZ TRANSMISSIONLIMITED Debenture Debenture includes debenture stock bonds or any otherinstrument of a company evidencing a debt whether constituting a charge on theassets of the company or not. Director(s) Director means a director appointedto the Board of a company under Section 2(34) of the Act. Dividend Dividendincludes any interim dividend. Financial Institution Financial Institutionincludes a scheduled bank and any other financial institution defined ornotified under the Reserve Bank of India Act 1934. Gender Words importing themasculine gender also include the feminine gender. Generation CompanyGeneration Company shall mean

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any entity engaged in the business of generationof electricity. In Writing and Written In writing and Written include printinglithography and other modes of representing or reproducing words in a visibleform. key managerial personnel key managerial personnel in relation to acompany means (i) the Chief Executive Officer or the managing director or themanager (ii) the company secretary (iii) the whole-time director (iv) the ChiefFinancial Officer and (v) such other officer as may be prescribed. Meeting orGeneral Meeting Meeting means Annual General Meeting or Extraordinary GeneralMeeting of Members duly called and constituted including an adjourned meeting.In the context of Board of Directors it shall mean the meeting of the Directorsincluding 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 haveagreed to become member of the company and on its registration shall be enteredas member in its register of members (ii) every other person who agrees inwriting to become a member of the company and whose name is entered in theregister of members of the company (iii) every person holding shares of thecompany and whose name is entered as a beneficial owner in the records of adepository. Month Month means a calendar month. Office Office means theRegistered Office of the company for the time being. paid-up share capital orshare capital paid-up means such aggregate amount of money credited aspaid-upas is equivalent to the amount received as paid up in respect of sharesissued and also includes any amount credited as paid-up in respect of shares ofthe company but does not include any other amount received in respect of suchshares by whatever name called. Persons Persons include Corporations and firmsas well as individuals. Power Transmission Utility Power Transmission Utilityshall mean any entity engaged in the business of power transmission. ProxyProxy includes Attorney duly constituted under a valid Power of Attorney.Project-In-Charge A Director of the Company designated as Project In-charge foradministrating day to day activities of the Company. Public Company PublicCompany means a company which a. is not a private company and b. has a minimumpaid-up share capital as may be prescribed Provided that a company which is asubsidiary of a company not being a private company shall be deemed to be publiccompany for the purposes of this Act even where such subsidiary companycontinues to be a private company in its articles. Registrar Registrar means aRegistrar an Additional Registrar a Joint Registrar a Deputy Registrar or anAssistant Registrar having the duty of registering companies and dischargingvarious functions under this Act. Register of Members Register of Members meansthe Register of Members to be kept pursuant to the Act. Related Party Section2(76)of the Act describes related party with reference to a company which means(i) a director or his relative (ii) a key managerial personnel or his relative(iii) a firm in which a director manager or his relative is a partner (iv) aprivate company in which a director or manager is a member or director (v) apublic company in which a director or manager is a director or holds along withhis relatives more than two per cent. of its paid-up share capital (vi) anybody corporate whose Board of Directors managing

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			director or manager isaccustomed to act in accordance with the advice directions or instructions of adirector or manager (vii) any person on whose advice directions or instructionsa director or manager is accustomed to act Provided that nothing in sub-clauses(vi) and (vii) shall apply to the advice directions or instructions given in aprofessional capacity (viii) any company which is (A) a holding subsidiary oran associate company of such company or (B) a subsidiary of a holding companyto which it is also a subsidiary (ix) such other person as may be prescribed.Seal Means the common seal of the company for the time being. SecuritiesExchange Board Securities and Exchange Board means the Securities and ExchangeBoard of India established under section 3 of the Securities Exchange Board ofIndia Act 1992. Securities Securities means the securities as defined in clause(h) of section 2 of the Securities Contracts (Regulation) Act 1956.Share Meansa share in the share capital of a company and includes stock. Share CapitalShare Capital means the total equity share capital of the Company agreed to beissued and called the Authorized Capital of the Company as mentioned in theMemorandum of Association of the Company. Singular Number Words importing thesingular number include where the context admits the plural number andvice-versa. State Electricity Board State Electricity Board means theElectricity Board or Vidyut Board or any other body by whatever name called setup by the State Governments under Electricity (Supply) Act 1948 as amendedwhich expression shall include its successors administrators authorizedrepresentatives and permitted assigns. Transmission Company TransmissionCompany shall mean any entity engaged in the business of transmission ofelectricity. Year or Financial Year Meaning of Words Year means Englishcalendar year and Financial Year shall have the meaning assigned thereto bySection 2(41) of the Act. Unless the context otherwise requires words orexpressions contained in these regulations shall bear the same meaning as in theAct or any statutory modification there of in force at the date at which theseregulations become binding on the company. Marginal Notes Marginal Notes arefor ease of reference only and shall not affect the construction andinterpretation of these Articles. Other Expressions Other words or expressionscontained in these Articles shall bear the same meaning as a reassigned to themin the Act or any statutory modifications thereof. 2. Table F not to Apply Theregulations contained in Table F in the First Schedule to the Companies Act2013 shall not apply except to the extent that the same are repeated orcontained or expressly made applicable by these Articles or by the Act but theregulations for the management of the Company and for the observance of the membersthereof and their representatives shall subject to any exercise of thestatutory powers of the Company with reference to the repeal or alteration ofor addition to its regulations by Special Resolution as prescribed by the saidCompanies Act 2013 be such as contained in these Articles. 3. Business PurposeThe Company shall be engaged in the business of Transmission of Electricityincluding construction operation maintenance and other related activities.
			Share Capital and Variation of rights

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☐ ☑	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 clauseV of the Memorandum of Association of the Company. The Company in GeneralMeeting may from time to time by resolution increase its authorized sharecapital by creation of new shares such increase to be of such aggregate amountand to be divided in to shares of such respective amounts as may be determinedby 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 herein 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 shareapplication money paid is held by it in an account with a Scheduled CommercialBank (in the name of the Company). 12. Further Issue of Capital (a) Where atany time the Company wishes to raise its subscribed share capital by issue offurther shares it shall first offer such shares to its existing shareholders inproportion to their existing shareholdings on the date of such issue. Suchoffer to the existing shareholders shall be in

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		accordance with the provisionsof Section 62 of the Act. (b) The Company shall subject to applicableprovisions of the Act and Articles of Association make uniform calls from timeto time upon all the Shareholders in respect of the moneys remaining unpaid onthe issued share capital within 30 days or such time as the Board may deem fitand appropriate. 13. Shares under control of Directors Subject to theprovisions of these Articles and of the Act the shares including any sharesforming part of any increased capital of the Company shall be under the controlof the Directors who may allot or otherwise dispose off the shares to suchpersons in such proportion on such terms and conditions and at such times asthe Directors may think fit and subject to the sanction of the Company inGeneral Meeting subject to the provisions of Sections 52 and section 54 of theAct at a premium or par and such option being exercisable for such time and forsuch consideration as the Directors think fit. The Board shall cause to be filedthe returns as to allotment provided for in Section 39(4) of the Act. 14. Issueof shares for consideration other than cash Subject to these Articles and theprovisions of the Act if any the Board may issue and allot shares in thecapital of the Company as payment or in consideration or as part payment or inpart consideration of the purchase or acquisition of any property or forservices rendered to the Company in the conduct of its business and shareswhich may be so issued or allotted shall be credited or deemed to be creditedas fully paid up or partly paid up shares. 15. Power of Company to Issue SharesThe Company in General Meeting may subject to the provisions of Section 42 62of the Act provide that any shares (whether forming part of the original capitalor of any increased capital of the Company) shall be offered to such persons(whether a Member or not) in such proportion and on such terms and conditionsof the Act) at a premium or at par or at a discount as such General Meetingshall determine and with full power to give any person (whether a Member ornot) the option to call for or be allotted shares of any class of the Companyeither subject to compliance with the provisions of Sections 52 and 54 of theAct at a premium or at par or at discount such option being exercisable at suchtimes and for such consideration as may be directed by such General Meeting orthe Company in General Meeting may make any other provisions whatsoever for theissue allotment or disposal of any shares. 16. Acceptance of shares Any personapplying for shares in the Company followed by an allotment of any shares andsubscribers to the Memorandum shall be a shareholder within the meaning ofthese Articles and every person whose name is on the Register of Members shallfor the purposes of these Articles be a Member of the Company. 17. Deposit callto be a debt payable Immediately The Money (if any) which the Board shall onthe application for allotment of any shares being made by them require ordirect to be paid by way of deposit call or otherwise in respect of any sharesallotted by them shall immediately on the insertion of the name of the allotteein the Register of Members as the name of the holder of such shares become adebt due to and recoverable by the Company from the allottee thereof and shallbe paid by him accordingly. 18. Liability of Members Every Member or his heirsexecutors or administrators shall pay to the

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	8	Company the portion of the capitaland premium if any represented by or payable on his share or shares which mayfor the time being remain unpaid thereon in such amounts at such time or timesand in such manner as the Board shall from time to time in accordance with theCompanys regulations require or fix for the payment thereof. 19. ShareCertificates A certificate issued under the common seal of the companyspecifying the shares held by any person shall be prima facie evidence of thetitle of the person to such shares. (a) Every Member or allottee of shares whois holding such shares in the physical form shall be entitled without paymentto receive certificate specifying the name of the person in whose favour it isissued the shares to which it relates and the amount paid-up thereof. Suchcertificates shall be issued only in pursuance of a resolution passed by theBoard and on surrender to the Company of the letter of allotment or thefractional coupons of requisite value save in case of issues against letters ofacceptance or of renunciation or in cases of issue of bonus shares. Every suchcertificate shall be issued under the seal of the Company which shall beaffixed in the presence of two Directors and the Secretary or some other personappointed by the Board for the purpose and the two directors and the Secretaryor other persons as authorized by the Board shall sign the share certificate.Provided if the composition of the Board permits of it at least one of theaforesaid two directors shall be a person other than a Managing or a Whole TimeDirector. Particulars of every share certificate issued shall be entered in theRegister of Members against the name of the person to whom it has been issuedindicating the date of issue. For issue of any further duplicate certificatethe Board shall be entitled to charge such amount which shall not exceed fiftyRupees per Certificate. (b) A Director may sign a share certificate by affixinghis signature thereon by means of any machine equipment or other mechanicalmeans such as engraving in metal or lithography but not by means of a rubberstamp. PROVIDED that the Director shall be personally responsible for the safecustody of such machine equipment or other material used for the purpose. 20.Renewal of Share Certificates (a) No certificate of any share or shares shallbe issued either in exchange for those which are sub-divided or consolidated orin replacement of those which are defaced mutilated torn or old decrepitdestroyed or where the pages on the reverse for recording transfers have beenduly utilized unless the certificate in lieu of which it is issued is surrenderedto the Company and for issuing such share certificate the company may chargesuch fee as the Board thinks fit not exceeding twenty rupees per certificate.(b) When anew share certificate has been issued in pursuance of clause (a) ofthis Article it shall state on the face of it and against the stub or counterfoil to the effect that it is Issued in lieu of share certificate Nosub-divided replaced on consolidation. (c) If a share certificate is lost ordestroyed a new certificate in lieu thereof shall be issued only with the priorconsent of the Board and on such reasonable terms such as furnishing supportingevidence and indemnity and the payment of out-of-pocket expenses incurred bythe Company in investigating evidence produced as the Board thinks fit. (d)When anew share certificate has been issued in

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pursuance of clause (c) of thisArticle it shall state on the face of it and against the stub or counterfoil tothe effect that it is duplicate issued in lieu of share certificate No. and theword duplicate shall be stamped or printed prominently on the face of the sharecertificate. (e) Where anew share certificate has been issued in pursuance ofclause (a) and or clause(c) of this Article particulars of every such sharecertificate shall be entered in a Register of Renewed and Duplicate ShareCertificates indicating against the name(s) of the person(s) to whom thecertificate is issued the number and date of issue of the share certificate inlieu of which the new certificate is issued and the necessary changes indicatedin the Register of Members by suitable cross reference in the Remarks column.(f) All blank forms to be used for issue of share certificates shall be printedand the printing shall be done only on the authority of a resolution of the Boardand the blank forms shall be consecutively machine-numbered and the forms andthe blocks engravings facsimiles relating to the printing of such forms shallbe kept in the custody of the Secretary or of such other person as the Boardmay appoint for the purpose and the Secretary or the other person aforesaidshall be responsible for rendering an account of these forms to the Board. (g)The Committee of the Board Company Secretary of the Company or a Directorspecifically authorized by the Board for such purpose shall be responsible forthe maintenance preservation and safe custody of all books and documentsrelating to the issue of share certificates including the blank forms of sharecertificates referred to in clause (f). (h) All books referred to in clause (g)shall be preserved in good order for not less than thirty years and in disputedcases shall be preserved permanently. 21. Joint holders (a) Where two or morepersons are registered as the holders of any share they shall be treated as asingle shareholder and shall be deemed to hold the same as joint holders withbenefits of survivorship subject to the following and other provisionscontained in these Articles. (b) The Company shall be entitled to decline toregister more than four persons as the holders of any share. (c) The Jointholders of any share shall be liable severally as well as jointly for and inrespect of all calls and other payments which ought to be made in respect ofsuch shares. (d) On the death of any such joint holder the survivor orsurvivors shall be the only person or persons recognized by the Company ashaving any title to the share but the Directors may require such evidence ofdeath as they may deem fit and nothing herein contained shall be taken torelease the estate of the deceased joint holder from any liability on sharesheld by him jointly with any other person. (e) Delivery of share certificate toany one of such joint holders shall be deemed to be delivery to all of them andany one of such joint holders may give effectual discharge and receipts for anydividends or other moneys payable in respect of such shares and or in respectof any other obligation of the Company towards them. (f) Only the person whosename stands in the Register of Members as the first of the joint holders of anyshares shall be entitled to delivery of the certificate relating to such shareor to receive notices from the Company and any notice given to such personshall be deemed proper notice to all joint holders. (g) Any one of two or morejoint

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			holders may vote at any meeting either personally or by proxy in respectof such share as if he were solely entitled thereto and if more than one ofsuch joint holders be present at any meeting personally or by proxy the holderwhose name stands first or higher (as the case may be) on the Register ofMembers in respect of such share shall alone be entitled to vote in respectthereof. PROVIDED always that a member present at any meeting personally shallbe entitled to vote in preference to a person present by proxy although thename of such person present by proxy stands first on the Register of Members inrespect of such shares. 22. Terms and Conditions of Preference Shares Subjectto the provisions of section 55 any preference shares may with the sanction ofan ordinary resolution be issued on the terms that they are to be redeemed onsuch terms and in such manner as the company before the issue of the shares mayby special resolution determine.
			Lien
☐	☑	9	• 23. Company to have lien on shares The Company shall have a first andparamount lien upon all shares (other than fully paid up shares) registered inthe name of each member (whether solely or jointly with others) and upon thesale proceeds thereof for all moneys(whether presently payable or not) calledor payable at a fixed time in respect of all such shares (not being fully paidup) for all moneys presently payable by him or his estate to the Company. Anysuch lien shall extend to all dividends payable and bonuses declared from timeto time declared in respect of such shares.
☐	☑	10	• 24. Enforcing lien by sale For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they shall think fit and for that purpose it may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their Directors to execute a transfer thereof on behalf of and in the name of the Board. No sale shall be made until notice period for making call as aforesaid have expired and until notice in writing of the intention to sell shall have been made known to the shareholder for default in payment and default has been made by him in the payment of money called in respect of such shares for thirty days after the date of such notice. Upon issue of a duplicate certificate or certificates in lieu of the original share the certificate or certificates originally issued shall stand cancelled and become null and void and the same shall have no effect.
☐	☑	11	• 25. Application of proceeds of sale The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount as is presently payable and the residue if any shall (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

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	13	have been issued and subject to the conditions of allotment by a resolution passed at a meeting of the Board (and not by resolution by circulation) make such callas it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by 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 person or persons to whom such call shall be paid.
☐ ☑	15	• 28. When call made A call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed at a meeting of the Board and demand notice is issued.
☐ ☑	16	• 29. Calls may be revoked or postponed A call may be revoked or postponed at the discretion of the Board.
☐ ☑	17	• 30. Directors may extend time The Board may from time to time at its discretion extend the time fixed for the payment of any call and may extend such time as to all or any of the Members for reasons which the Board may consider satisfactory but no Member shall be entitled to such extension save as a matter of grace.
☐ ☑	18	• 31. Calls to carry interest If any Member fails to payany call due from him on the day appointed for payment thereof or any suchextension thereof as aforesaid he shall be liable to pay interest on the samefrom the day appointed for the payment thereof to the time of actual payment atrate not exceeding 10 per cent per annum as maybe decided by the Board but theBoard may in its absolute discretion and in special circumstances waive orreduce the levy of interest as deemed appropriate. Sums deemed to be call Anysum which by the terms of issue of a share becomes payable on allotment or atany fixed date whether on account of the nominal value of the share or by wayof premium shall for the purposes of these Articles be deemed to be a call dulymade and payable on the date on which by the terms of issue the same becomespayable and in case of non-payment all the relevant provisions of theseArticles as to payment of interest and expenses forfeiture or otherwise shallapply as if such sum had become payable by virtue of a call duly made andnotified. 32. Sums deemed to be call Any sum which by the terms of issue of ashare becomes payable on allotment or at any fixed date whether on account ofthe nominal value of the share or by way of premium shall for the purposes ofthese Articles be deemed to be a call duly made and payable on the date onwhich by the terms of issue the same becomes payable and in case of non-paymentall the relevant provisions of these Articles as to payment of interest andexpenses forfeiture or otherwise shall apply as if such sum had become payableby virtue of a call duly made and notified. 33. Partial payment not to precludeForfeiture Neither the receipt by the Company of a portion of any money whichshall from time to time be due from any Member to the Company in respect of hisshares either by way of principal or interest nor any

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			indulgence granted by theCompany in respect of the payment of any such money shall preclude the Companyfrom there after proceeding to enforce a forfeiture of such shares ashereinafter provided. 34. Payment in anticipation of calls may carry interestThe Board may if it thinks fit agree to and in anticipation receive from anyMember willing to advance the same all of calls money or any part of the amountsof his respective shares beyond the sums actually called up and upon the moneysso paid in advance or upon so much thereof from time to time and at any timethereafter as exceeds the amount of the calls then made upon and due in respectof the shares on account of which such advances are. made the Board may pay orallow interest at such rate as the Member paying the sum in advance and theBoard agree upon. The Board may agree to repay at any time any amount soadvanced or may at any time repay the same upon giving to the Member threemonths notice in writing. PROVIDED that moneys paid in advance of calls on anyshares may carry interest but shall not confer a right to dividend or toparticipate in profits. (b) No Member paying any such sum in advance shall beentitled to voting rights in respect of the moneys so paid by him until thesame would but for such payment become presently payable.
			Transfer of shares
☐	☑	19	• 35. Register of Transfers The Company shall maintain a Register of Transfers 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 be in writing and in such form as prescribed under the Act. All the provisions of Section 56 of the Act shall be duly complied with in respect of all transfers and of the registration thereof. The Company shall not charge any fee for registration of a transfer of shares or debentures.
☐	☑	21	• 37. Instrument of Transfer to be completed and presented to the Company The Instrument of Transfer duly stamped and executed by the transferor and the transferee shall be delivered to the Company in accordance with the provisions of the Act. The instrument of transfer shall be accompanied by the Share Certificate or such evidences the Board may require to prove the title of transferor and his right to transfer the shares and every registered Instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. Any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.
☐	☑		• 38. Transferor deemed to be holder The transferor shall be deemed to be the holder of such shares until the name of the transferee shall have entered in the Register of Members in respect thereof. Before the registration of a transfer the certificate or certificates of the shares must be delivered to the Company along with Transfer Deed. No transfer to insolvent etc. 39. No transfer shall be made to a person of unsound mind or to an insolvent. 40. Closure of Register of Members Debenture holders The Directors shall have power on giving not less than seven days previous notice as required by Section 91 of

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		22	the Act to close the Register of Transfer Register of Members or Register of Debenture holders or the register of other security holders of the Company for any period or periods not exceeding in the aggregate forty-five days in each year (but not exceeding thirty days at any one time) as they may determine.41.Nomination by shareholder Every share-holder or debenture holder may at any time nominate in the prescribed manner a person to whom his shares or debenture shall vest in the event of his death as provided in Section 72 of the Act.42.Title to shares of deceased holder In the event there is no nomination the executors or administrators of a deceased Member or the holder of a Succession Certificate in respect of the shares of a deceased Member (not being one of two or more joint holders) shall be the only persons whom the Company will be bound to recognize as having any title to the shares registered in the name of such Member and the Company shall not be bound to recognize such executors or administrators or holders unless such executors administrators or holders shall have first obtained probate or Letters of Administration or Succession Certificate as the case may be from a duly constituted Court in India. PROVIDED that the Directors may at their absolute discretion dispense with production of Probate Letters of Administration or Succession Certificate upon such terms as to indemnity or otherwise as they think fit and may enter the name of the person who claims to be absolutely entitled to the shares standing in the name of a deceased Member as a Member.
			Transmission of shares
☐	☑	23	• 43.Transmission of Shares Subject to the provisions of the Act any person becoming entitled to any share inconsequence of the death lunacy or insolvency of any Member or by any lawful means other than by a transfer in accordance with these Articles may with the consent of the Directors (which they shall be under no obligation to give) and upon producing such evidence that he sustains the character in respect of which he proposes to act under this. Article or of his title as the Directors may require and upon such indemnity as the Directors may require either be registered as a Member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as a Member in respect of such shares. PROVIDED that if such persons shall elect to have his nominee registered he shall testify his election by executing in favor of his nominee an instrument of transfer in accordance with these Articles and until he does so he shall not be freed from any liability in respect of such shares.
☐	☑	24	• 44. Right of Board to decline or suspend registration (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either -(a) to be registered himself as holder of the share or(b) to make such transfer of the share as the deceased or insolvent member could have made. (ii) The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or

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			insolvent member had transferred the share before his death or insolvency.
☐	☑	25	• 45. The Company not liable for disregard of notice prohibiting registration of transfer The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purported to be made by any apparent legal owner thereof (as shown or appearing in register of Members) to the prejudice of persons having or claiming any equitable right title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred to it in any book or attended or given effect to any notice which may have been given to it of any equitable right title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Directors shall so think fit.
☐	☑	26	• 46. Rights of successors A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would have been entitled if he were the registered holder of the shares except that he shall not before being registered as a Member in respect of the shares been titled to exercise any right conferred by membership in relation to meetings of the Company. PROVIDED that the Directors shall at any time give notice requiring any such person to elect to be registered himself or to transfer the shares and if the notice is not complied within ninety days from the date of issue of the notice the Directors may thereafter withhold payment of all dividends bonuses or other moneys payable in respect of the shares until the requirements of the notice have been complied with.
☐	☑	27	•
			Forfeiture of shares
☐	☑	28	• 47. If money payable on shares not paid notice to begiven 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 extension thereof as aforesaid the Board may at any time thereafter during such time as any part of the call or installment remains unpaid serve a notice on him requiring him to pay the same together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
☐	☑	29	• 48. Contents of Notice The notice shall name a further day (not being less than fourteen days from the date of the service of notice) and a place or places on and at which such call or installment and such interest thereon at such rate as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that in the event of the non-payment on or before the day at or before the time and at

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		the place appointed the shares in respect of which the call was made or installment is payable shall be liable to be forfeited.
☐ ☑	30	• 49. In default of payment shares to be Forfeited If the requirement of any such notice as aforesaid are not complied with every or any share in respect of which such notice has been given may at any time thereafter but before payment of all calls or installments interest and expenses due in respect thereof be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the aforesaid share and not actually paid before the forfeiture. In default of payment shares to be Forfeited.
☐ ☑	31	• 50. Notice of forfeiture to a Member When any share shall have been so forfeited notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register of Members but no forfeiture shall be in any 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 and may be sold etc. Any share so forfeited shall be deemed to be the property of the Company and maybe sold re-allotted or otherwise disposed of either to the original holder thereof or to any person upon such terms and in such manner as the Board shall think fit.
☐ ☑	33	• 52. Member still liable to pay calls owing at the time of forfeiture and interest Any members whose shares have been forfeited shall notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company on demand all calls installment interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest accrued thereon at the time of the forfeiture at such rate as the Board may determine and the Board may enforce the payment thereof if it thinks fit.
☐ ☑		• 53. Effect of forfeiture The forfeiture of a share shall involve extinction at the time of the forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights incidental to the share except only such of those rights as by these Articles are expressly saved. 54. Evidence of forfeiture A declaration in writing by Chairman or Managing Director of the Company or by any person duly authorised in this regard that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration if any given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see as to the application of the purchase money nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture sale or disposition. 55. Validity of sale under Articles of forfeited

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		34	shares Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given the board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchasers name to be entered in the Register of Members in respect of the shares sold and the purchaser shall not be bound to see the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sales hall be in damages only and against the Company exclusively. 56. Cancellation of Share Certificates in respect of forfeited shares Upon any sale re-allotment or other disposal under the provisions of the preceding Articles the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been (previously) surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto. 57. Power to annul forfeiture The Board may at any time before any share so forfeited shall have been sold re-allotted or otherwise disposed of annul the forfeiture thereof upon such terms and conditions as it thinks fit.
			Alteration of capital
☐	☑	35	• 58. Alteration of Share Capital The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution. Subject to the provisions of section 61 the company may by ordinary resolution the Company may from time to time– (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares (b) convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination (c) Sub-divide its shares or any of them into shares of smaller amount than is fixed by the memorandum so however that in the sub-division the proportion between the amount paid and the amount if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived. (d) Cancel any shares which as the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled. The resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantage as regards dividend capital voting or otherwise over or as compared with the others or other subject to the provisions of the Act. Subject to the provisions of Sections 66 of the Act the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares. The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law –(a) its share

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			capital (b) any capital redemption reserve account or (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 Premium Account or the Capital Redemption Reserve Account or any moneys investment or other assets forming part of the undivided profits including profits or surplus moneys arising from the realization and (when permitted by the law) from the appreciation in value of any capital assets of the Company standing to the credit of the General Reserve or any other Reserve or Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend be capitalized- (a) by the issue and distribution of shares as fully paid-up and to the extent permitted by the Act debentures debenture stock bonds or other obligations of the Company or (b) by crediting share of the Company which may have been issued and are not fully paid-up with the whole or any part of the sum remaining unpaid thereon PROVIDED that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares to be issued to Members as fully paid bonus shares (Further capitalization of reserve created by the revaluation of assets are not to be used for issuance of Bonus Shares as per section 63 of the Act). (2) Such issue and distribution under sub-clause (1) (a) of this Article and payment to the credit of unpaid share capital under sub-clause (1) (b) of this Article shall be made among and in favour of the Members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid-up on the shares held by them respectively in respect of which such distribution or payment shall be made on the footing that such Members become entitled thereto as capital. (3) The Directors shall give effect to any such resolution and for the said purpose the Board may settle any difficulty which may arise in regard to distribution as it thinks expedient including in regard to fractional entitlements and shall apply such profits General Reserve other Reserve or any other Fund or account as aforesaid as may be required for the purpose of making payment in full on the shares or other obligations of the Company so distributed under sub clause (1) (a) of this Article or (as the case may be)for the purpose of paying in whole or in part the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under sub-clause (1)(b) above. PROVIDED that no such distribution or payment shall be made unless recommended by the Directors and if so recommended such distribution and payment shall be accepted by such Members as aforesaid in full satisfaction of their interest in the said capitalized fund. (4) For the purpose of giving effect to any such resolution the Directors may settle any

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			difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may fix the value for distribution of any specific asset and may determine that any cash payment be made to any Members on the footing of the value so fixed and may vest any such cash shares debentures stock bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the directors and generally may make arrangement for the acceptance allotment and sale of such shares debentures debentures stock bonds or other obligations and fractional certificates or otherwise as they may think fit. (5) When deemed requisite a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the Members entitled as aforesaid. Subject to the provisions of the Act and these Articles in cases where some of the shares of the Company are fully paid and others are partly paid such capitalization may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon but so that as between the holders of the fully paid shares and the partly paid shares the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be applied pro rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.
☐	☑	40	•
			Buy-back of shares
☐	☑	41	• 60. Buy Back of Shares Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force the company may purchase its own shares or other specified securities.
			General meetings
☐	☑	42	• 61. Annual General Meeting The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. If for any reason beyond the control of the Board the general meeting (including an Annual General meeting) cannot be held on the appointed day the Board shall have power to postpone the General meeting of which a notice should be given to the members. Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.
☐	☑		• 62. Extraordinary General Meeting The Board may whenever it thinks fit call an Extraordinary General Meeting of the Company. The Board shall at the requisition in writing by a Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital of the company on that date and carries

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		43	the right of voting in regard to the matter in respect of which the requisition has been made. 63. Requisition of Members to state object of Meeting Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the company. PROVIDED that such requisition may consist of several documents in like form each signed by one or more requisitionists. 64. On receipt of requisition Directors to call meeting and in default requisitionists may do so Upon the receipt of any such requisition the Board shall forthwith call an Extraordinary General Meeting and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Registered Office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition the requisitionists or such of their number as represent either a majority in value of the paid-up share capital held by all of them or one-tenth of such of the paid-up share capital of the Company as is referred to in Section 100(2) of the Act whichever is less may themselves call the meeting but in either case any meeting so called shall beheld within three months from the date of the deposit of the requisition as aforesaid. 65. Meeting called by requisitionists Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner as nearly as possible as that in which meetings are to be called by the Board. 66. Twenty-one days notice of meeting to be given A general meeting of a Company may be called by giving not less than clear twenty-one days notice either in writing or through electronic mode in such a manner as may be prescribed Every notice of a meeting shall specify the place date day and the hour of meeting and shall contain statement of the business to be transacted at such meeting. And The notice of every meeting shall be given to every member of the Company Legal Representative of any deceased member or the assignee of an insolvent member auditor or auditors of the Company and every director of the Company and all such persons as are under these Articles entitled to receive notice from the Company Provided that a general meeting may be called after giving shorter notice than that specified in this sub-section if consent in writing or by electronic mode is accorded thereto (i) in the case of an annual general meeting by not less than ninty-five per cent. of the members entitled to vote thereat and (ii) in the case of any other general meeting by members of the company(a) holding if the company has a share capital majority in number of members entitled to vote and who represent not less than ninety-five per cent. of such part of the paid-up share capital of the company as gives a right to vote at the meeting or (b) having if the company has no share capital not less than ninty-five per cent. of the total voting power exercisable at that meeting Provided further that where any member of a company is entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others those members shall be taken into account for the purposes of this sub-section in respect of the former resolution or resolutions and not in respect of the latter.
			Proceedings at general meetings

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☐	☑	44	• 67. Business to be transacted at the General Meeting and nature there of In the case of an Annual General Meeting all business to be transacted there at shall be deemed special other than (i) the consideration of the financial statements and there ports of the Board of Directors and Auditors (ii) the declaration of any dividend (iii) the appointment of Directors in place of those retiring (iv)the appointment of and the fixing of the remuneration of the Auditors and in the case of any other meeting all business shall be deemed to be Special Business and there shall be annexed to the notice of the Meeting an Explanatory statement setting out all material facts concerning each such item of special business including in particular the nature of the concern or interest financial or otherwise if any therein of (i) every Director and the Manager (if any) (ii) every other key managerial personnel and relatives of the persons mentioned in sub clauses (i) and (ii). Where any such item of Special Business relates to or affects any other company the extent of shareholding interest in such other company of every promoter director and the manager if any and of every other key managerial personnel of the Company shall also beset out in the statement if the extent of such shareholding interest is not less than two per cent of the paid-up share capital of that other company and where any item of business consists of the according of approval to any documents by the meeting the time and place where the document can be inspected shall be specified in the statement aforesaid. The annual general meeting shall be called during business hours on any day that is not a National Holiday and it is to be held either at the registered office of the company or at some other place within the city in which the registered office of the company is situate.
☐	☑	45	• 68. Omission to give notice not to invalidate are solution 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 mentioned in notice No General Meeting Annual or Extraordinary shall be competent to enter upon discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.
☐	☑	47	• 70. Body Corporate deemed to be personally present A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.
☐	☑		• 71. Quorum at General Meeting No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103 of the Companies Act 2013 72.. If quorum not present meeting to be dissolved or adjourned If at the expiration of half an hour from the time appointed for holding a general meeting of the Company a quorum is not present the meeting if convened by or upon the requisition of Members shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week or if that day is a public

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

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			which the Registered office of the Company is for the time being situated as the Chairman shall direct either at once or after an interval or adjournment and the result of the poll shall be deemed to be the resolution of the meeting. 79. In which case poll taken without Adjournment Any poll duly demanded on the election of the Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith. 80. Demand for poll not to prevent transaction of other business The demand for a poll except on the questions of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. 81. Minutes of General Meetings(a) The Company shall cause minutes of the proceedings of every General Meeting or every resolution passed by postal ballot to be kept by making within thirty days of the conclusion of every such meeting concerned record thereof kept with Minute Book for that purpose with their pages consecutively numbered. (b) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period by a Director duly authorised by the Board for the purpose. (c) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise. (d) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat. (e) All decisions taken and appointments of officers made at any meeting aforesaid shall be included in the minutes of the meeting. (f) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (a) is or could reasonably be regarded as defamatory of any person or (b) is irrelevant or immaterial to the proceedings or (c) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.(g) Any such minutes shall be evidence of the proceedings recorded therein. Where the minutes have been kept in accordance with section then until the contrary is proved the meeting shall be deemed to have been duly called and held all appointments of directors key managerial personnel auditors or company secretary in practice shall be deemed to be valid. No document purporting to be a report of the proceedings of any general meeting of a company shall be circulated or advertised at the expense of the company unless it includes the matters required to be contained in the minutes of the proceedings of such meeting. The company shall observe secretarial standards with respect to general and Board meetings specified by the Institute of Company Secretaries of India constituted under section 3 of the Company Secretaries Act 1980 and approved as such by the Central Government. (h) The book containing the minutes of the proceedings of any general meeting of the Company or of a resolution passed by postal ballot shall be kept at the registered office of the Company and shall be open during business hours to the inspection by any member

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

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		55	given either personally or by proxy. A body corporate being a Member may vote either by proxy or by a representative duly authorised in accordance with Section 113 of the Act and such representative shall be entitled to exercise the same rights and powers(including the right to vote by proxy) and by postal ballot on behalf of the body corporate which he represents as that body could exercise if it were an individual Member of the Company.
☐	☑	56	• 89. Votes in respect of shares of Deceased Any person entitled under the Transmission Clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares. PROVIDED that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case maybe at which he proposes to vote he shall satisfy the Chairman of his right to transfer such shares and give such indemnity (if any) as the Chairman may require or the Chairman shall have previously admitted his right to vote at such meeting in respect thereof. 90. Time for objection to vote No objection shall be made to the validity of any vote except at the meeting or poll at which such vote was tendered and every vote whether given personally or by proxy not disallowed at such meeting or poll shall be deemed valid for purposes of such meeting or poll whatsoever. 91. Chairman of the meeting to be the judge of the validity of any Vote The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
			Proxy
☐	☑	57	• 92. Appointment of proxy A person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the company carrying voting rights Provided that a member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder. Every proxy shall be appointed in writing under the hand of the Member or if such Member is a body corporate under the common seal of such corporation or be signed by an appointer or his attorney duly authorised in writing. The proxy so appointed shall not have any right to speak at the meetings.
☐	☑	58	• 93. Deposit of instrument of Proxy etc. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarized copy of that power or authority shall be deposited at the Registered Office of the Company not later than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
☐	☑		• 94. Form of proxy An instrument appointing a proxy shall be in the form No. MGT-11 as prescribed in the rules

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		59	made under section 105 of the Companies Act 2013 95. Proxy either for specified meeting or for a period An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting. 96. Validity of votes given by proxy not withstanding death of Member A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or there vocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is given. Provided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
☐	☑	60	• 97. Management of Affairs The day to day management of the business and affairs of the Company shall be vested with Project-in-charge under the supervision direction control of the Board. The Board may exercise all such powers of the Company and do all such acts deeds and things as are not prohibited by the Act or any other statute or by the Memorandum of Association of the Company and without prejudice to the foregoing shall be responsible for all policy matters and the supervision direction and control of the conduct of the business affairs operations of the Company.
☐	☑	61	• 98. First Directors Shri Sanjay Kumar Nayak Shri Rishab Jain and Shri Anubhav Kansal shall be the First Directors of the Company.
☐	☑		• 99. Number and appointment of Directors The Board of Directors of the Company shall consist of not less than 3 but not more than 15 Directors. A Director shall not be required to hold any qualification shares in the Company. Notwithstanding anything to the contrary contained in these Articles so long as any moneys remain owing by the Company to a Financial Institution or any other person by the Company or the Company has entered into any agreement or undertaking or arrangement (hereinafter refer as agreement) with Bodies (like State Electricity Board Nigam) or the Board of Directors have decided to seek nomination on the Board from the beneficiary state or any Financial Institution or PFC Consulting Limited or person holds Debentures in the Company by direct subscription or private placement the Company may agree to grant to such Financial Institution PFC Consulting Limited person or other Bodies as a condition of such loan or subscription to Debenture or any other agreement or to a Debenture Trustee the right to appoint from time to time any person or persons as Director or Directors of the Company (which director or directors is are hereinafter referred to as Nominee Directors) retiring or non-retiring subject to and on such terms and conditions as the Company may agree with such Financial Institutions PFC Consulting Limited Person other Bodies and or Debenture Trustee. The

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		62	Company shall have a right to remove from office Nominee Director(s) at the option of the Company in consultation with Financial Institutions PFC Consulting Limited Bodies persons or Debenture Trustee. Such Nominee Director(s) shall not be required to hold any Share qualification in the Company. Also at the option of the Company such Nominee Director(s) shall not be liable to retirement by rotation of the Directors. Subject as aforesaid the Nominee Director(s) shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. The Nominee Director(s) so appointed shall hold the said office only so long as moneys remain owing by the Company to the Financial Institution or so long as the Debenture Trustee hold debenture in the Company or operation of agreement and the Nominee Directors so appointed in the exercise of the said person shall ipso facto vacate such office immediately the money owing by the Company to the Financial Institution or on the Debenture Trustee ceasing to hold Debentures Shares on the satisfaction of liability of the Company arising out of any Guarantee furnished by the Financial Institutions or satisfactory completion of term of agreement with Bodies. The Nominee Director(s) appointed under this article shall be entitled to receive all notice of and attend all General meeting Board Meeting and of the meetings of the Committee of which the Nominee Director(s) is are member(s) as also the minutes of meetings. The financial institutions Debenture Trustee persons bodies shall also be entitled to receive all such notice and minutes. The Company shall pay to the Nominee Director(s) sitting fees and expenses which other Director of the Company are entitled but if any other fees commission remuneration in any form is payable to the Director of the Company the fees commission money and remuneration in relation to such Nominee Director(s) shall accrued to Debenture Trustee and same shall accordingly be paid by the Company directly to the debenture trustee. Any expenses that may incurred by the financial institution or such Nominee Director(s) in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the financial Institution or as the case may be to such Nominee Director(s). Provided that if any such Nominee Director(s) is are an officer of the Financial Institution the sitting fees in relation to such Nominee Director(s) shall also accrue to the Financial Institute and the same shall accordingly be paid by the Company directly to that Financial Institution. Provided further that if such Nominee Director(s) is are an official of any of the Reserve Bank of India the sitting fees in relation to such Nominee Director(s)shall also accrue to Financial Institution to whom he represents as Nominee Director from Reserve Bank of India and the same shall accordingly be paid by the Company directly to that Financial Institution. Provided also that in the event of the Nominee Director(s) being appointed as Whole Time Director(s) such Nominee Director(s) shall exercise such powers and duties as may be approved by the Lenders or Bodies in consultation with Board and have such rights as are usually exercised or available to a Whole Time Director in management of the Borrower or Bodies and such Nominee Director(s) shall be entitled to receive such remuneration fees commission and moneys as may

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			be approved by the Lenders or Bodies in consultation with Board.
☐	☑	63	• 100. Company may increase the number of Directors Subject to Section 149 of the Act the Company may subject to special resolution in General Meeting increase the maximum number of Directors. Further the Company may subject to the provisions of Section 169 of the Act bypassing the ordinary resolution in the General Meeting of the members may remove any Director before the expiration of his period of office and appoint another person in the place of director so removed.
☐	☑	64	• 101. Appointment of Alternate Directors In accordance with Section 161 and other applicable provisions (if any) of the Act the Board shall have power at any time and from time to time to appoint a person not being a person holding any alternate directorship for any other Director in the Company to act as an alternate director for a director(hereinafter called the original Director) during his absence for a period of not less than three months from India.
☐	☑	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 the provisions of Section 161 and other applicable provisions (if any) of the Act the Board shall have power at any time and from time to time to appoint a person as an Additional Director but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. The Additional Director so appointed shall retire from Office at next following Annual General Meeting but shall be eligible for election by the company at that meeting as a Director. 104. Directors may act notwithstanding any vacancy The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the minimum number fixed by Article 100 thereof the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting for that purpose. 105. Remuneration of Directors Subject to the provisions of the Act the Chairman or Managing Director or any other functional Directors who is are in the whole-time employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profit of the Company or partly by one way and partly by the other keeping in view the limiting provisions governing the Managerial remuneration under the provisions of the Act. Subject to the provisions of the Act a Director who is neither in the whole-time employment nor a Chairman cum Managing Director of the Company may be paid remuneration either-(a) by way of monthly quarterly or annual payment with the approval of the Central Government or (b) by way of commission if the Company by a special resolution authorizes such payment and The sitting fee payable to a Director (excluding Whole-time Director) for attending a meeting of the Board or Committee thereof shall be such sum as may be fixed by the Board provided that the same shall not exceed Rs. 100000- or such other

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		66	sum as prescribed in the Act as amended from time to time. Travelling expenses incurred by Director going out on Companys Business. The Board may allow and pay to any Director who is not a bona-fide resident of the place where the Registered Office of the Company or where the meetings of the Board are actually held and who has to come to such place for the purpose of attending any meeting such sum as the Board may consider fair compensation fortravelling boarding lodging and other actual incidental expenses in addition to his fee for attending such meeting as specified above. If any Director be called upon to go or reside out of the bona fide place of his residence on the Companys business he shall be entitled to be paid and reimbursed any travelling or other actual expenses incurred by him in connection with the business of the Company. 106. When office of Directors to become Vacant Subject to Section 167 of the Act the office of a Director shall become vacant if-(a) he incurs any of the disqualifications specified in section 164 under the act(b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board (c) he acts in contravention of the provisions of entering into contracts or arrangements in which he is directly or indirectly interested (d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested (e) he becomes disqualified by an order of a court or the Tribunal (f) he is convicted by a court of any offence whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months Provided that the office shall be vacated by the director even if he has filed an appeal against the order of such court (g) he is removed in pursuance of the provisions of this Act (h) he having been appointed a director by virtue of his holding any office or other employment in the holding subsidiary or associate company ceases to hold such office or other employment in that company. 107. Directors may contract with Company Except with the consent of the Board of Directors given by a resolution at a meeting of the Board and subject to such conditions the company shall not enter into any contract or arrangement with a related party with respect to(a) sale purchase or supply of any goods or materials (b) selling or otherwise disposing of or buying property of any kind (c) leasing of property of any kind (d) availing or rendering of any services (e) appointment of any agent for purchase or sale of goods materials services or property (f) such related partys appointment to any office or place of profit in the company its subsidiary company or associate company (g) underwriting the subscription of any securities or derivatives thereof of the company. Every contract or arrangement entered as related party transaction shall be referred in the Boards report to the shareholders along with the justification for entering into such contract or arrangement. 108. Disclosure of interest by Directors1) Every Director of the Company who is in any way whether directly or indirectly concerned or interested in a contract or arrangement or proposed by Directors interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at every

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			financial year or whenever there is change in the disclosure of interest. (2) Nothing in sub-clause (1) of this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other company where any of the Directors of the Company or two or more of the Directors together holds or hold not more than two per cent of the paid-up share capital in the other company. 109. Interested Directors not to participate or vote in Boards proceedings An interested director who is in any way whether by himself or through any of his relatives or firm body corporate or other association of individuals in which he or any of his relatives is a partner director or a member interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of a company shall take any part in the discussion of or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote and if he does vote his vote shall be void. A contract or arrangement entered into by the company without disclosure or with participation by a director who is concerned or interested in any way directly or indirectly in the contract or arrangement shall be voidable at the option of the company.110.Register of Contracts in which Directors are interested The company shall keep registers in accordance with Section 189(1) giving separately the particulars of all contracts or arrangements to which to matter of disclosure of interest by directors and related party transaction applies in such manner and containing such particulars as may be prescribed and after entering the particulars such registers shall be placed before the next meeting of the Board and signed by all the directors present at the meeting and shall with in thirty days of appointment make such disclosure as are necessary for the purpose of same. The Register shall be kept at the Registered office of the Company and shall be open to inspection at such office shall be open for inspection at such office during business hours and extracts may be taken there from and copies thereof as may be required by any member of the company shall be furnished by the company to such extent in such manner and on payment of same fee as in the case of the Register of Members of the Company. 111. Director may be Director of companies promoted by the Company A Director may become a Director of any other company promoted by the Company or in which it may be interested as a vendor shareholder or otherwise and no such Director shall be accountable for any benefits received as Director or shareholder of such a company except in so far as Section 188 of the Act may be applicable. 112. Register of Directors and key managerial personnel and their Shareholding The Company shall keep at its registered office a Register containing such particulars of its Directors and key managerial personnel Manager as may be prescribed under Section 170 of the Act and shall comply with the provisions of the said Section in all respects. The register shall include the details of securities held by each of them in the company or its holding subsidiary subsidiary of companys holding company or associate companies.

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			Proceedings of the Board
☐	☑	67	• 113. Meetings of Directors The Directors may meet together as a Board for the dispatch of business from time to time so that at least four such meetings shall be held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board. The Directors may adjourn and regulate their meetings as they think fit.
☐	☑	68	• 114. Board may appoint Chairman All meetings of the Directors shall be presided over by the Chairman if present but if at any meeting of the Directors the Chairman is not present at the time appointed for holding the same then in that case the Directors shall choose one of the Directors present to preside over the meeting.
☐	☑	69	• 115. Certain persons not to be appointed Chairman Managing Directors Functional Director The Company shall not appoint a person as its Chairman Managing Director or Whole-time Director who-(a) is an undischarged insolvent or had at any time been adjudged an insolvent (b) is or has at any time been convicted by a Court of an offence involving moral turpitude.
☐	☑	70	• 116. Notice of Directors Meeting A meeting of the Board shall be called by giving not less than seven days notice in writing to every director at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means. Board may be called at shorter notice to transact urgent business where at least one independent director if any shall be present. Every notice convening a meeting of the Board of Directors shall set out the agenda of the business to be transacted thereat insufficient detail provided however that the meeting may consider any other business with the permission of the chair.
☐	☑	71	• 117. When meeting to be convened The Company Secretary or any director of the Company may as and when directed by the Chairman to do so convene a meeting of the Board by giving a notice inwriting to every Director.
☐	☑	72	• 118. Quorum at Board Meeting No business shall be transacted at any Board meeting unless a quorum of Board of Director is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the Board meetings shall be as provided in 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 votes of directors present and in case of equality of votes the Chairperson shall have a second and casting vote.
☐	☑	74	• 120. Committee of Board Subject to the restrictions contained in Section 179 180 and other applicable provisions of the Act and preceding Articles the Board may delegate any of its powers to Committees of the Board consisting of such member or members of its body as it may think fit. PROVIDED that the Board may from time to time revoke modify and discharge any such Committee of the Board either wholly or in part. Every Committee of the Board so formed shall in the exercise

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			of the powers so delegated conform to any Policy regulations that may from time to time be laid down by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment shall have the like force and effect as if done by the Board.
☐	☑	75	• 121. Meeting of Committee how to be Governed The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions of the act and guidelines laid down for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by Directors under the last preceding Article.
☐	☑		• 122. Resolution by circulation No resolution on matters shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation unless the resolution has been circulated indraft together with the necessary papers if any to all the Directors or members of the Committee as the case may be at their addresses registered with the company in India by hand delivery or by post or by courier or through such electronic means as may be prescribed and has been approved by a majority of the directors or members who are entitled to vote on the resolution. Resolution passed in such circulation shall be made part of the minutes of such meeting. Provided that where not less than one-third of the total number of directors of the company for the time being require that any resolution under circulation must be decided at a meeting the chairperson shall put the resolution to be decided at a meeting of the Board. 123. Defects in appointment of Directors not to invalidate actions taken All acts done by any meeting of the Board or by a Committee of the Board or by any person acting as a Director shall notwithstanding that it was subsequently noticed that there was some defect in the appointment of such Director or persons acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or these Articles be as valid as if every such person had been duly appointed and was qualified to be a Director and had not vacated his office or his appointment had not been terminated. PROVIDED that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment had been noticed by the Company to be invalid or to have terminated. 124. Minutes of proceedings of meetings of the Board (a) The Company shall cause minutes of all proceedings of every meeting of the Board and committee thereof to be kept by making within thirty days of the conclusion of every such meeting record thereof in Minute Book kept for that purpose with their pages consecutively numbered. (b) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting. The minute books of the Board and committee meetings shall be preserved permanently and kept in the custody of the company secretary of the company or any director duly authorized by the Board for the purpose and shall be kept in the registered office or such place as

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			Board may decide. The minutes shall also contain- (i) the names of the Directors present at the meeting And (ii) in the case of each resolution passed at the meeting the names of the Directors if any dissenting from or not concurring with the resolution. Nothing deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (i) is or could reasonably be regarded as defamatory of any person. (ii) is irrelevant or immaterial to the proceedings or (iii) is detrimental to the interests of the Company. The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause. (c) Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein. 125. Powers of Board The Board may exercise all such powers of the Company and do all such acts and things as it is entitled to do under section 179 of the Act and rules made thereunder or by the Memorandum or Articles of the Company but shall not decide matters required to be exercised or done by the Company in General Meeting Subject to these Articles no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been so made. Certain powers of the Board Without prejudice to the general powers conferred by the Act and preceding Article and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by these Articles and by General Body it is hereby declared that the Directors shall have the following powers that is to say power-(1) to pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Sections 40 of the Act (2) Subject to Sections 179 and 180 of the Act to purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorised to acquire at or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory (3) At their discretion and subject to the provisions of the Act to pay for any property rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares bonds debentures mortgages or other securities of the Company and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds debentures mortgages or other securities may be either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged (4) To secure the fulfillment of any contract or engagement entered into by the Company in the normal course of business by mortgage or charge any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit (5) To accept from any Member as far as may be permissible by law a surrender of his shares or any part thereof on such terms and conditions as shall be agreed upon (6) To appoint any person to accept and hold in trust for the Company any property belonging to the Company in which it is interested or for any other purposes and to

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		76	execute and do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trust or trustees (7) To institute conduct defend compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demand by or against the Company and to refer any differences to arbitration and observe and execute any awards made thereon (8) To act on behalf of the Company in all matters relating to bankruptcy and insolvency (9) To make and give receipts releases and other discharges for moneys payable to the Company and for the claims and demands of the Company (10) Subject to applicable provisions of the Act to invest and deal with any moneys of the Company not immediately required for the purposes thereof upon such security(not being shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 187 of the Act all investments shall be made and held in the Companys own name (11) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or going to incur any personal liability whether as principal or surety for the benefit of the Company such mortgages of the Companys property (present and future)as they think fit and any such mortgage may contain a power of sale and such other powers provisions covenants as shall be agreed upon (12) To open account with any bank or banks and to determine from time to time who shall been titled to sign on the Companys behalf bills notes receipts acceptances endorsements cheques dividend warrants releases contracts and documents and to issue the necessary authority for such purpose (13) To distribute by way of bonus or commission amongst the staff of the Company on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expense of the Company (14) To provide for the welfare of employees or ex-employees of the Company and their families or connections of such persons by building or contributing to the building of houses dwellings or chawls or by grants of money pension gratuities allowances bonus or other payments or by creating and from time to time subscribing or contributing to provident and other funds associations institutions or trusts and by providing or subscribing or contributing towards places of instrument and recreation hospitals and dispensaries medical and other attendance and other assistance as the Board shall think fit and to subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent religious scientific national or other institutions or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation or of public and general utility or otherwise (15) Before recommending any dividend to set aside out of the profits of the Company such sums as they may think proper for depreciation or to a Depreciation Fund or to an Insurance Fund or as a Reserve Fund or Sinking Fund or any Special Fund to meet contingencies or to repay debentures or debenture stock or for special dividends or for equalizing dividends or for repairing improving

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			extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause) as the Board may in their absolute discretion think conducive to the interest of the Company and subject to Section 179 of the Act to invest the several sums so set aside or so much thereof as required to be invested upon such investments(other than shares of the Company) as they may think fit and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company in such manner and for such purposes as the Board in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Board apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the Company might rightly be applied or expended and to divide the Reserve Fund or division or a reserve Fund to another Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the above funds including the Depreciation Fund in the business of the Company or in the purchase or repayment of Debentures or debenture stock and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper (16) To appoint and at their discretion remove or suspend such officers such as Executive Director general managers managers secretaries assistants supervisors clerks agents and servants etc. for permanent temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments or remunerations and to require security in such instances and to such amounts as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or abroad in such manner as they think fit and the provisions contained in the following sub-clauses shall be without prejudice to the general powers conferred by this sub clause (17) From time to time and at any time to establish any number of offices and establishment for properly managing the affairs of the Company in any specified locality in India or elsewhere and to appoint staff for such offices and to fix their remuneration (18)Subject to the provisions of the Act from time to time and at any time to delegate to any such local Board or any member or members thereof or any managers or agents so appointedor to any other person(s) any of the powers authorities and discretions for the time being vested in the Board and to authorise the members for the time being of any such local Board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation under the preceding and this sub-clause may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed and may annul or vary any such delegation (19) At anytime and from time to time by Power of Attorney under the Seal of the Company to appoint any person or persons to be the Attorney or Attorneys of the Company for such purposes and with

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			such powers authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also those which are to be exercised by the Board in its Meetings) and for such period and subject to such conditions as the Board may from time to time think fit and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any company or the shareholders directors nominees or managers or any company or firm or otherwise in favour of any persons whether appointed by name or designation by the Board and any such Power of Attorney may contain such powers for the protection or convenience of such Attorney as the Board may think fit and Board may specifically bestow powers enabling any such delegate or attorneys to sub-delegate all or any of the powers authorities and discretions for the time being vested in them (20) Subject to Sections 188 of the Act for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into such negotiations and contracts and rescind and vary such contracts and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient (21) From time to time to make vary and repeal bye-laws for the regulations of the business of the Company regulate employment of its officers and servants by making service Rules and Regulations (22)Maintain proper records at places as per provisions of the Act and where the Company has a branch office whether in or outside India the Company shall be deemed to have complied with this Article if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns made up-to-date at intervals of not more than three months are sent by the branch office to the Company at its Office or other place in India at which the Companys Books of Accounts are kept as aforesaid (23) Ensure proper maintenance of the Books of Account which shall give a true and fair view of the state of the affairs of the Company or branch office as the case may be and explain its transactions. The Books of Account and other books and papers shall be open to inspection by any Director during business hours.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☑	77	• 126. CEO MANAGER CS AND CFO Subject to the provisions of the Act -- (i) A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may thinks fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board (ii) A director may be appointed as chief executive officer manager company secretary or chief financial officer. Asper provisions of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director

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			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 Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Board shall provide for the safe custody of the Seal for the time being and the seal shall never be used except on the authority of the Board or by Committee of the Board as authorised. 128. Deeds how executed Every deed or other instrument to which the Seal of the Company is required to be affixed shall unless the same is executed by a duly constituted attorney issued under the seal be signed by two Directors or one Director and Secretary or some other person authorised by the Board for the purpose PROVIDED that in respect of the Share Certificate the Seal shall be affixed in accordance with Article as mentioned above.
			Dividends and Reserve
☐	☑	80	• 129. Division of profits and dividends in proportion to amount paid- up (a) The profits of the Company subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles shall be divisible among the Members in proportion to the amount of capital paid-up or credited as paid-up on the shares held by them. (b)All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares held during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend from a particular date such share shall rank for dividend 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 to their respective rights but no dividends shall exceed the amount recommended by the Board but the Company in General Meeting may declare a smaller dividend.
☐	☑	82	• 131. Dividends only to be paid out of Profits (a) No dividend shall be declared or paid by the Company for any financial year except out of its profits for that year arrived at in the manner set out in Section 123 of the Act. (b) Where owing to inadequacy or absence of profits in any financial year any Company proposes to declare dividend out of the accumulated profits earned by it in previous years and transferred by the company to reserves such declaration of dividend shall not be made except in accordance with such rules as may be made in that behalf. (c) No dividend shall be declared or paid by a company from its reserves other than free reserves.
☐	☑	83	• 132. Interim Dividend Subject to the provisions of Section 123 the Board may from time to time pay the Members such interim dividend as appear to it to be justified by the profits of the Company.

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

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			on the recommendation of the Board make a call on the Members of such amount as the meeting may fix but so that the call on each Member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may if so arranged between the Company and the Member be set off against the calls. 139. Unclaimed dividend No unclaimed dividend shall be forfeited and all unclaimed dividends shall be dealt with in accordance with the provisions of Section 124 and other applicable provisions of the Act. 140. No interest against Dividend No dividend shall bear interest against the company.
			Accounts
☐	☑	89	• 141. Directors to keep true accounts (a) Every company shall prepare and keep at its registered office including its branch office or offices or at such other place in India as the Board thinks fit Books of Accounts and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the company in accordance with Section 128 of the Act with respect to-(i) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place (ii) all sales and purchases of goods by the Company (iii) the assets and liabilities of the Company. (iv) state of affairs of the company. (b) Where the Board decides to keep all or any of the Books of Account at any place other than the Office of the Company the Company shall within seven days of the decision file with the Registrar a Notice in writing giving the full address of that other place in accordance with Section 128 of the Act. (c) The company may keep such books of account or other relevant papers in electronic mode in such manner as may be prescribed. (d) The Company shall preserve in good order the Books of Account relating to a period of not less than eight financial years immediately preceding a financial year. The books of account and other relevant books and papers maintained in electronic mode shall remain accessible in India so as to be usable for subsequent reference together with the vouchers relevant to any entry in such Books of Account. 142. Inspection of accounts or record by members No Member (not being a director) shall have any right of inspecting any account or books or documents of the Company except as conferred by Section 94 of the Act or authorised by the Board or by the company in general meeting. The Board may determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and books of the Company or any of them may be open to inspection of the Members. Notwithstanding anything to the contrary contained hereinabove the authorised representative of Promoters shall have a right to inspect the accounts books plant facility documents records premises equipment and machinery and all other property of the Company at convenient time(s) after giving advance notice to the Company. 143. Statement of Accounts to be furnished to General Meeting The Directors shall from time to time in accordance with Sections 129 and 134 and other applicable provisions of the Act cause to be prepared and to be laid before the Company in General Meeting such Balance Sheets Profit and Loss Accounts and Reports as are required by these Sections. 144.

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			Copies shall be sent to each Member Without prejudice to the provisions of Section 101 and subject to the provisions of Section 136 of the Act a copy of the financial statements including consolidated financial statements auditors report and every other document required by law to be annexed or attached to the Balance Sheet shall at least twenty-one days before the General Body Meeting at which the same are to be laid before the members be sent to the members of the company to every trustee for every holder of any debenture issued by the company and to all persons other than such members or trustee being the person so entitled to attend the General Body Meeting. 145 .Copy of financial statement to be filed with registrar The Company shall comply with Section 137 of the Act as to filing copies of the Balance Sheet and Profit and Loss Account and documents required to be annexed or attached thereto with the Registrar.
			Winding up
☐	☑	90	• 146. Procedure for winding up If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions. If the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of a Special Resolution divide among the contributions in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit.
			Indemnity
☐	☑	91	• 147. Officers to be indemnified Subject to provisions of the Act every Officer of the company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal. Provided that if such person is proved to be guilty the premium paid on such insurance shall be treated as part of the remuneration.
			Others
☐	☑		• 148. Company not bound to recognize holding of shares on trust or any interest in shares other than that of registered holder Except as ordered by a Court of competent jurisdiction or as required by law the Company shall not be bound to recognize holding of any

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

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			Moneys Subject to the provisions of Article 64 hereof the payment and repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit by resolutions passed at a meeting of the Board and in particular by the issue of bonds or debentures of the Company whether unsecured or secured by a mortgage or charge over all or any part of the property of the Company (both present and future) including its uncalled capital for the time being and debentures and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Terms of issue of Debentures Any debentures or other securities may be issued or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions to redemption surrender drawing allotment of shares and attending (but not voting) at General Meetings. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meetings accorded by special resolution. Register of charges to be Kept The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all charges and floating charges affecting the property or assets of the Company or any of its undertakings and shall cause the requirements of Sections 77 79 and 81 to 87 (both inclusive)of the Act in that behalf to be duly complied with so far as they are required to be complied with by the Board .Register of Debenture holders The Company shall if at any time it issues debentures keep a Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company shall have the power to keep in any Country outside India a Register of Debenture holders residing outside India in such manner as may be prescribed. Application to Debentures and other securities The provisions of the Articles shall apply mutatis mutandis to debentures bonds or other securities issued by the company. 154. Dematerialization of Securities Definitions For the purpose of this Article Depository means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act 1996. Beneficial Owner means a person or persons whose name is recorded in the Register maintained by a Depository under the Depository Act 1996. SEBI means the Securities and Exchange Board of India established under section 3 of the Securities Exchange Board of India Act 1992. Securities means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act 1956 Dematerialization of Securities Notwithstanding anything contained in these Articles the Company shall be entitled to dematerialize its existing securities rematerialize its securities held in the Depositories and or offer its fresh securities in dematerialized form pursuant to the provisions of the Depositories Act 1996 and the rules framed there under if any. Option for investors Every person subscribing to or holding securities of the Company shall have the option to receive securities certificates or to hold the securities with the Depository. Such a person who is the beneficial owner of the securities can at any time optout of the Depository if permitted by the law in respect of any security in the manner and within the time prescribed

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		92	issued to the beneficial owner the required certificate of the securities. If a person opts to hold his securities with a Depository the Company shall intimate such Depository the details of allotment of the security and on receipt of the information the depository shall enter in its records the name of the allottees as the beneficial owner of the securities. Securities in Depository to be in Fungible Form All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Section 88 89 112 and 186 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owners. Rights and Liabilities of Beneficial Owner (a) Notwithstanding anything to the contrary contained in the Act or these Articles a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owners. (b) Save as otherwise provided in (a) above the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it. (c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a Depository. Service of Documents Notwithstanding anything to the contrary contained in the Act or Articles to the contrary where securities are held in a Depository the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs . Provisions of Articles to apply to shares held in Depository Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a Depository. Allotment of Securities dealt within a Depository Notwithstanding anything in the Act or these Articles where securities are dealt with by the Depository the Company shall intimate the details thereof to the Depository immediately on allotment of such securities. Distinctive numbers of securities held in the depository Mode Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers on securities issued by the Company shall apply to securities held with a Depository. Register and Index of Beneficial Owners The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act 1996 shall be deemed to be the Register and Index of member and security holder for the purpose of these Articles. 155. Conversion of Shares into Stock and Reconversion Shares may be converted into stock and reconverted The Company in General Meeting may convert any paid up shares into stock and when any shares shall have been converted into stock the several holders of such stock may henceforth transfer their respective interest therein or any part of such interest in the same manner and subject to the same regulations as if no such conversion had taken place or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into paid-up shares. Rights of stock holders The holders of stock shall according to the amount of stock held by them have

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			the same rights privileges and advantages as regards dividends voting at meetings of the Company and other matters as if they held the shares from which the stock arose. 156 .Audit Accounts to be audited The Auditors of the Company shall be appointed or reappointed by the Comptroller and Auditor General of India and their remuneration rights and duties shall be regulated by Section 139 to 143 and 145 to 148 of the Act. Powers of the Comptroller and Auditor General of India The Comptroller and Auditor General of India shall have the powers- (a) to direct the manner in which the Companys accounts shall be audited by the auditors appointed in pursuance of Article hereof and to give such auditors instruction in regard to any matter relating to the performance of their functions as such. (b) to conduct a supplementary or test audit of the financial statement of the Company by such person or persons as he may authorize in this behalf and for the purposes of such audit to have access at all reasonable times to all accounts account books vouchers documents and other papers of the Company and to require information or additional information to be furnished to any person or persons so authorized on such matters by such person or persons and in such form as the Comptroller and Auditor General may by general or special order direct. Comments upon or supplement to audit report by the Comptroller Auditor General of India to be placed before the annual general meeting The auditors aforesaid shall submit a copy of his her audit report to the Comptroller and Auditor General of India who shall have the right to comment upon or supplement such audit report in such manner as he may think fit. Any such comments upon or supplement to the audit report shall be placed before the Annual General Meeting of the Company at the same time and in the same manner as the audit report. 157. Service of Documents Manner of Service of Documents A document or notice may be served or given by the Company to any Member either through speed post registered post or through electronic mode to his registered address or (if he has no registered address in India) to the address if any in India supplied by him to the Company for serving documents or notices on him. Notice is to be sent by the company through its authorized and secured computer programme which is capable of producing confirmation and keeping record of such communication addressed to the person entitled to receive such communication at the last electronic mail address provided by the member. The notice may be sent through e-mail as a text or as an attachment to e-mail or as a notification providing electronic link or Uniform Resource Locator for accessing such notice through in-house facility or its registrar and transfer agent or authorise any third party agency providing bulk e-mail facility. When notices or documents served on Members Where a document or notice is sent by post service of the document or notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the document or notice. When notice or notifications of availability of notice are sent by e-mail the company should ensure that it uses a system which produces confirmation of the total number of recipients e-mailed and a record of each recipient to whom the notice has been sent and copy of such record and any notices of any failed transmissions and subsequent re-

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

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

Subscriber Details

S. No.	Subscriber Details				
	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	***Place**	**DSC**	**Dated**
1	PFC Consulting Limited having R/o First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi - 110001 thorough its Authorised representative Sachin Arora S/o Prem Lal Arora R/o F-5, 1903, Supertech, Eco, Village, 1, Noida, Gautam Buddh Nagar, Uttar Pradesh-201301, Occupation-Service	A*G*A*4*4*	Delhi		04/04/2025
2	Shri Sachin Shukla S/o Raj Kumar Shukla R/o 4th Floor,House No 6, H1 Block, Good Earth City Center, South City II, Gurgaon - 122018, Haryana, India Occupation-Service (As Nominee of PFC Consulting Limited)	0*6*3*6*	Delhi		04/04/2025
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*	Delhi		04/04/2025

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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*	Delhi		04/04/2025
5	Shri Naveen Kumar S/o Jagdish Chander R/o F-024, Assotech Windsor Court Sector 78, Noida, Uttar Pradesh, India 201301 Occupation- Service (As Nominee of PFC Consulting Limited)	1*4*7*5*	Delhi		04/04/2025
6	Shri Sanjay Kumar Nayak S/o Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector-56, Gurgaon, Haryana - 122011 Occupation - Service (As Nominee of PFC Consulting Limited)	0*1*7*9*	Delhi		04/04/2025
7	Shri Rishab Jain S/o Naveen Jain R/o T-11, First Floor, Green Park Extension, Green Park Market, New Delhi - 110016 Occupation- Service (As Nominee of PFC Consulting Limited)	0*4*5*6*	Delhi		04/04/2025

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	Nitin Kochhar	Flat No. 608, Sixth Floor, Pragati Tower - 26, Rajendra Place, New Delhi - 110008 Company Secretary	6*3*	Delhi		04/04/2025

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eForm Service request number(SRN)	AB3322322
eForm filing date(DD/MM/YYYY)	16/04/2025
Name of the authorizing officer	PRAMOD KUMAR
This e-Form is hereby approved	
This e-Form is hereby rejected	
Date of Signing (DD/MM/YYYY)	17/04/2025



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Annexure P/3

भारत सरकार
Government of India
विद्युत मंत्रालय
Ministry of Power
केंद्रीय विद्युत प्राधिकरण
Central Electricity Authority
विद्युत प्रणाली योजना एवं मूल्यांकन प्रभाग- II
Power System Planning & Appraisal Division-II

सेवा में /To

As per list of Addresses

विषय: ट्रांसमिशन पर राष्ट्रीय समिति (एनसीटी) की सत्ताईसवीं बैठक का कार्यवृत्त ।

Subject: Minutes of the 27th Meeting of the National Committee on Transmission (NCT).

महोदया (Madam) / महोदय (Sir),

The 27th meeting of the National Committee on Transmission (NCT) was held on 06th February, 2025 at New Delhi. The minutes of the meeting are attached herewith.

भवदीय / Yours faithfully,

24.2.2025

(बी.एस.बैरवा / B.S. Bairwa)
मुख्य अभियन्ता (इंचार्ज) एवं सदस्य सचिव,एन.सी.टी.
/Chief Engineer (I/C) & Member Secretary (NCT)

प्रतिलिपि / Copy to:

Joint Secretary (Trans), Ministry of Power, New Delhi

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List of Addresses:

1.	Chairperson, Central Electricity Authority Sewa Bhawan, R.K. Puram, New Delhi – 110 066.	2.	Member (Power Systems), Central Electricity Authority Sewa Bhawan, R.K. Puram, New Delhi – 110 066.
3.	Member (Economic & Commercial), Central Electricity Authority Sewa Bhawan, R.K. Puram, New Delhi – 110 066.	4.	Director (Trans), Ministry of Power Shram Shakti Bhawan, New Delhi-110001.
5.	Sh. Lalit Bohra, Joint Secretary Room no 602, Atal Akshay Urja Bhawan Opposite CGO Complex gate no 2, Lodhi Road, New Delhi – 110003	6.	Chief Operating Officer, CTUIL, Floors Nos. 5-10, Tower 1, Plot Nos. 16, IRCON International Tower, Institutional Area, Sector 32, Gurugram, Haryana - 122001.
7.	Sh. Rajnath Ram, Adviser (Energy), NITI Aayog, Parliament Street, New Delhi – 110 001.	8.	CMD, Grid Controller of India, B-9 (1st Floor), Qutub Institutional Area, Katwaria Sarai, New Delhi – 110016
9.	Sh. Ravinder Gupta Ex. Chief Engineer CEA		

Special Invitee

1. Chief Engineer (PCD), CEA

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Minutes of the 27th Meeting of the National Committee on Transmission (NCT)

1 Confirmation of the minutes of the 26th meeting of National Committee on Transmission.

1.1 The minutes of the 26th meeting of NCT held on 06.01.2025 were issued on 30.01.2025 vide CEA letter Nos. CEA-PS-12-13/3/2019-PSPA-II.

1.2 CTUIL proposed to add the following in the scope of communication schemes mentioned at S.No 4.10 and 4.11:

"Out of the 48 fibres, 24 fibers will be allocated for state use and 24 fibers for ISTS purposes subject to the CEA Committee guidelines of OPGW sharing."

1.3 Members confirmed the minutes with the amendment as proposed above.

2 Status of the transmission schemes noted/approved/recommended to MoP in the 26th meeting of NCT

2.1 Members noted the status of transmission schemes approved/recommended in the 26th meeting of NCT as given below.

Sr. No	Name of the Transmission Scheme	Noted/ Recommended / Approved	Mode of Implementation	BPC	Award/ Gazette notification
1.	Transmission system for Evacuation of Power from RE Projects in Rajgarh (1500 MW) SEZ in Madhya Pradesh-Phase III and Evacuation of Power from RE Projects in Neemuch (1000 MW) SEZ in Madhya Pradesh-Phase II	Recommended	TBCB	RECPDCL	Communicated to MoP vide letter dated 31.01.2025 MoP to denotify the earlier schemes and notify the new.
2.	Augmentation of transformation capacity & Implementation of line bays at Mandsaur S/s for RE Interconnection	Approved	TBCB	PFFCL	Communicated to BPC vide letter dated 31.01.2025. Gazette notification under process.
3.	Paradeep – Andaman – Nicobar HVDC link	Recommended	RTM	Not applicable	Communicated to MoP vide letter dated 31.01.2025.

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Sr. No	Name of the Transmission Scheme	Noted/ Recommended / Approved	Mode of Implementation	BPC	Award/ Gazette notification
4.	Redundant Communication System for Salal (NHPC) station	Approved	RTM	Not applicable	Communicated to CTUIL vide letter dated 31.01.2025. CTUIL allocated the scheme to the implementing agencies on 31.01.2025.
5.	Redundant Communication System for Tuticorin GIS (PG) Substation	Approved	RTM	Not applicable	
6.	Establishment of Communication System for New SRLDC Building (at CPRI, Bengaluru Campus)	Approved	RTM	Not applicable	
7.	Upgradation of existing STM-4 equipment to STM-16 equipment due to bandwidth congestion	Approved	RTM	Not applicable	
8.	OPGW replacement on 132 kV Kahilipara - Umiam Stg. III -Umiam Stg. I – NEHU link & OPGW laying on 132 kV Sarusujai to Umtru line and UGFO laying from NERLDC Guwahati to Gantry of Kahilipara S/s for back up NERLDC connectivity	Approved	RTM	Not applicable	
9.	Establishment of redundant fibre path between NERLDC, Shillong, Khelieriat and NEHU by OPGW replacement on 132 kV NEHU-Khliehriat ckt-1 line and laying of UGFO cable from Tower number 25 of 132 kV NEHU – Mawlyndep line to NERLDC, Shillong	Approved	RTM	Not applicable	

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3 New Transmission Schemes:

3.1 Inter-regional (NR-WR) Transmission System strengthening to relieve the loading of 765 kV Vindhyachal-Varanasi D/c line

3.1.1 Representative of CTUIL stated that flow on WR-NR corridor is very high and issues related to high loading of 765 kV Vindhyachal – Varanasi D/C line during high NR import are being observed in real-time at the time of high demand in Uttar Pradesh (UP). Due to this high loading of 765 kV Vindhyachal-Varanasi D/c line, violation of WR-NR Available Transfer Capability (ATC) and NR simultaneous import is also being observed in real-time. WR-NR ATC violations in real-time would lead to situation wherein NR states would not be able to draw further power from Western region and as a result, may need to resort to over drawl or load shedding in case internal generation in NR is not available. It was informed that under 'N-1' contingency of (one circuit of) 765 kV Vindhayachal-Varanasi D/c line may result in overloading of the other circuit during high NR import. Accordingly, comprehensive transmission scheme was evolved to resolve critical loading of 765 kV Vindhyachal-Varanasi D/c line in 'N-1' contingency condition as well as for transaction of power in respect of Pump Storage Projects (PSPs) located in Uttar Pradesh (UP).

3.1.2 Representative of Grid-India stated that the issue of high loading of Vindhyachal-Varanasi 765 kV D/C line, which is the limiting constraint for NR import during non-solar hours, would be addressed with the proposed scheme. However, the import capability of NR during solar hours is limited due to low voltages in Delhi-NCR pocket (load centers). To improve the voltage profile in the region, a comprehensive plan for reactive power compensation in the region may be undertaken.

3.1.3 Grid-India further informed that the report on 17th June 2024 load loss event also highlights the requirement of suitable reactive power compensation near major load centers. During the discussion on the event in the 24th NCT meeting, it was decided that the reactive power planning study in respect of all the major load centers shall be taken up on priority. The issue is mainly observed during solar hours of summer season and is expected to worsen over the time.

3.1.4 Grid-India also stated that a committee, chaired by the Member Secretary, NRPC, was constituted to assess the need for synchronous condensers in the Northern Region. The committee has submitted its final report to CEA, recommending phase-wise implementation of synchronous condensers at various stations of NR. The planning of the synchronous condensers may, therefore, be taken up as per the recommendations of the committee report.

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3.1.5 Chairperson CEA informed that the report on synchronous condensers is already under examination.

3.1.6 Grid-India stated that 765 kV Fatehpur – Prayagraj section may get overcompensated with existing line reactor configuration (~90% compensated with 330 MVAr L/R at Fatehpur end). In case of change in line length, the percentage compensation may further increase. After finalization of the location of Prayagraj S/s (final line length), the utilization of the L/R may be reviewed. The same may be utilized as bus reactor at Fatehpur end in case of over compensation.

3.1.7 CTUIL stated that the line length is tentative and will be reviewed upon finalisation of location of Prayagraj S/s. In the case of reduction of line length considerably, the possibility of converting fixed line reactor at Fatehpur S/s end of 765 kV Fatehpur – Prayagraj into Switchable line reactor shall be explored & shall be taken up as separate scheme.

3.1.8 Inter-regional (NR-WR) Transmission System strengthening to relieve the loading of 765 kV Vindhyachal-Varanasi D/c line was already agreed in NRPC and WRPC meetings.

3.1.9 After deliberations, the scheme "Inter-regional (NR-WR) Transmission System strengthening to relieve the loading of 765 kV Vindhyachal-Varanasi D/c line" was recommended for implementation under TBCB route as mentioned below:

3.1.10 Summary of the scheme is given below:

Sl. No.	**Name of the scheme and tentative implementation timeframe**	**Estimated Cost (₹ Crore)**	**Remarks**
1.	Inter-regional (NR-WR) Transmission System strengthening to relieve the loading of 765 kV Vindhyachal-Varanasi D/c line Tentative implementation timeframe: 24 months from the date of allocation.	2368.26	Recommended under TBCB route with PFCCL as BPC

3.1.11 Detailed scope of the scheme is given below:

Sl. No.	**Description of Transmission Element**	**Scope of work** **(Type of Substation/Conductor capacity/km/no. of bays etc.)**
1	Establishment of 765 kV Prayagraj S/s near Prayagraj(Uttar Pradesh) along with 2x330 MVAr 765 kV Bus reactors **Future provisions**	Prayagraj S/s -AIS • 330 MVAr Bus Reactor-2 Nos. (7x110 MVAr, including one spare unit) • 765 kV Bus reactor bays-2 No.

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	Space for ➢ 765/400 kV ICTs along with bays- 4 Nos. ➢ 765 kV line bays along with switchable line reactors – 8 Nos. ➢ 765 kV Bus Reactor along with bay: 1 Nos. ➢ 400 kV line bays along with switchable line reactor –4 Nos. ➢ 400 kV line bays : 2 Nos. ➢ 400 kV Bus Reactor along with bays: 2 No. ➢ 400 kV Sectionalization bay: 1 set	• 765 kV line bays – 6 Nos. (for LILO of 765 kV Fatehpur-Varanasi S/c line, LILO of 765 kV Fatehpur-Sasaram S/c line and Vindhyachal Pool - Prayagraj D/c line)
2	LILO of 765 kV Fatehpur-Varanasi S/c line at Prayagraj	Line Length ~15 km (LILO length 15km)
3	LILO of 765 kV Fatehpur-Sasaram S/c line at Prayagraj	Line Length ~14 km (LILO length 14km)
4	765 kV Vindhyachal Pool - Prayagraj D/c line along with 330MVAr line reactor (switchable) at Prayagraj end on each ckt of 765 kV Vindhyachal Pool - Prayagraj D/c line	Line Length – (~220 km) • 765 kV, 330 MVAr switchable line reactors at Prayagraj end – 2 Nos. • Switching equipment for 765 kV 330 MVAr switchable line reactors at Prayagraj S/s – 2 Nos.
5	Bypassing of both ckts of 765 kV Sasan – Vindhyachal Pool 2xS/c line at Vindhyachal Pool and connecting it with 765 kV Vindhyachal Pool - Prayagraj D/c line, thus forming 765 kV Sasan - Prayagraj D/c line	Line Length - 1km (~0.5x2 km)

3.2 Transmission system for evacuation of power from Pumped Storage Projects in Sonbhadra District, Uttar Pradesh

3.2.1 Representative of CTUIL stated that connectivity applications of cumulative quantum of 3732 MW (drawl: 3732 MW, injection: 3250) from two developers i.e. M/s Greenko (3 Nos. of applications with cumulative quantum of 2016 MW (3x672MW)) and M/s Avaada WB (2 application of 1,716MW (1120MW+596MW)) were received for Robertganj area in Sonbhadra district. As per the schedule indicated in the applications, these PSP projects are expected to be commissioned progressively from Nov'26 upto Mar'28. Further M/s Avaada requested extension in start date of connectivity for their PSP projects with revised timeline of 31/12/2030.

3.2.2 It was discussed that considering present progress, the units of Greenko PSP are likely to be commissioned from June, 2028. In view of schedule of generation projects and for optimal utilization of transmission scheme, comprehensive

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transmission scheme is planned considering M/s Greenko and M/s Avaada PSP's present evacuation & future requirement. Transmission system being lumped elements, the planned scheme can cater upto 4 GW PSP connectivity quantum.

3.2.3 CMD, Grid India stated that large machines like 672 MW, are not in operation in Indian power system.

3.2.4 Transmission system for evacuation of power from Pumped Storage Projects in Sonbhadra District, Uttar Pradesh was agreed in NRPC meeting.

3.2.5 After deliberations, "Transmission system for evacuation of power from Pumped Storage Projects in Sonbhadra District, Uttar Pradesh" was recommended for implementation under TBCB route as mentioned below:

3.2.6 Summary of the scheme is given below:

Sl. No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crore)	Remarks
1.	Transmission system for evacuation of power from Pumped Storage Projects in Sonbhadra District. Uttar Pradesh Tentative implementation timeframe: 34 months from the date of allocation * **except for 765/400 kV, 1x1500 MVA ICT(4th) at Robertsganj PS.* Tentative implementation timeframe for 765/400 kV, 1x1500 MVA ICT(4th) at Robertsganj PS is Dec, 2030	3625.97	Recommended under TBCB route with - RECPDCL as BPC

3.2.7 Detailed scope of the scheme is given below:

Sl. No.	Description of Transmission Element	Scope of work (Type of Substation/Conductor capacity/km/No. of bays etc.)
1	Establishment of 4x1500 MVA 765/400 kV Robertsganj Pooling Station near Robertsganj area in Sonbhadra distt. (Uttar Pradesh) along with 2x240 MVAr 765 kV & 2x125 MVAr 400 kV bus reactors **Future provisions:** ➢ 765/400 kV ICTs along with bays- 2 Nos. ➢ 765 kV line bays along with switchable line reactors – 6 Nos.	Robertsganj PS - AIS • 765/400 kV 1500 MVA ICT- 4 Nos. (13x500 MVA including one spare unit) • 765 kV ICT bays-4 No. • 400 kV ICT bays- 4 No. • 240 MVAr Bus Reactor-2 No. (7x80 MVAr, including one spare unit) • 765 kV Bus reactor bays-2 No.

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	➢ 765 kV Bus Reactor along with bay: 1 No. ➢ 400 kV line bays along with switchable line reactor –6 Nos. ➢ 400 kV line bays: 6 Nos. ➢ 400 kV Bus Reactor along with bays: 1 No. ➢ 400 kV Sectionalization bay: 2 sets	• 125 MVAr Bus Reactor-2 Nos. • 400 kV Bus reactor bays- 2 No. • 765 kV line bays at Robertsganj PS – 6 Nos. (for Robertsganj PS – Prayagraj S/s D/c line & LILO of both circuits of Varanasi- Gaya 2xS/c line at Robertsganj PS) • 400 kV line bays– 2 Nos. (for PSP interconnection)
2	LILO of both circuits of 765 kV Varanasi-Gaya 2xS/c line at Robertsganj PS along with 240 MVAr switchable line reactor at each ckt of Robertsganj PS end of 765 kV Robertsganj PS - Gaya 2xS/c line (after LILO)	a. Line Length ckt1 ~ 65 km (LILO length) b. Line Length ckt2 ~ 75 km (LILO length) • 240 MVAr switchable line reactors at Robertsganj PS end – 2 Nos. • Switching equipment for 240 MVAr switchable line reactors at Robertsganj PS end – 2 Nos.
3	Robertsganj PS – Prayagraj S/s 765 kV D/c line along with 330 MVAr line reactor at each circuit of Robertsganj end of Robertsganj PS – Prayagraj S/s 765 kV D/c line	Line Length – (~185 km) • 765 kV line bays at Prayagraj S/s – 2 Nos. • 765 kV, 330 MVAr switchable line reactors at Robertsganj PS – 2 Nos. • Switching equipment for 765 kV 330 MVAr switchable line reactors at Robertsganj PS – 2 Nos. • 110 MVAr (765 kV) spare reactor single phase unit at Robertsganj PS end – 1 No.

Note: Developer of Prayagraj S/s shall provide space for 2 Nos. of 765 kV line bays at 765 kV Prayagraj S/s for termination of Robertsganj PS – Prayagraj S/s 765 kV D/c line.

3.3 Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)

3.3.1 Government of India has set a target for establishing 500 GW non fossil generation capacity by 2030, out of which 3.9GW REZ potential has been identified at Morena (MP) in following two phases: Phase-I (2.5GW) by Dec-27; Phase-II (1.4GW) by Dec-30.

3.3.2 Representative of CTUIL stated that for evacuation of upto 2500MW Power from RE Projects in Morena area in Madhya Pradesh under Phase-I as well as for feeding power to 400/220 kV Sabalgarh (New) S/s of MPPTCL, a transmission scheme for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I

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(2500MW) has been planned. In this scheme Karera – Morena PS 765 kV D/c line has also been envisaged, which may infringe Karera Wild Life Sanctuary or its buffer zone in the state of MP.

3.3.3 The scheme has been agreed in the 51st WRPC meeting held on 11.01.2025.

3.3.4 After detailed deliberations, "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" was recommended for implementation under TBCB route.

3.3.5 Summary of the scheme is given below:

Sl. No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crore)	Remarks
1.	Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW) Implementation timeframe: 27 Months	₹ 1692 Cr	Approved under TBCB route with PFCCL as BPC

3.3.6 Detailed scope of the scheme is given below:

Sl. No.	Scope of the Transmission Scheme	Capacity /km
1	Establishment of 3x1500 MVA, 765/400 kV & 2x500MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor. **Future provisions:** Space for ➢ 765/400 kV, 1500 MVA ICT along with bays-3 Nos. (on Sec-II) ➢ 765 kV line bays along with switchable line reactors– 6 Nos. (2Nos. on Sec-I & 4 Nos. on Sec-II) ➢ 765 kV, 330MVAr Bus Reactor along with bay: 2 Nos. (on Sec-II) ➢ 765 kV Sectionaliser: 1 set	➢ 765/400 kV, 1500 MVA ICT-3 Nos. ➢ 400/220 kV, 500MVA ICT – 2 Nos. ➢ 765 kV ICT bays- 3 Nos. ➢ 400 kV ICT bays- 5 Nos. ➢ 220 kV ICT bays – 2 Nos. ➢ 330 MVAr 765 kV bus reactor-2 Nos. ➢ 125 MVAr 420 kV bus reactor-2 Nos. ➢ 765 kV reactor bay- 2 Nos. ➢ 765 kV line bay- 2 Nos. *(for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line)* ➢ 400 kV line bays- 5 Nos. *(2 No. for termination of Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/c line (Quad Moose / High Capacity) line; 2 Nos. for interconnection of Greenko PSP & 1 no for RE interconnection)* ➢ 400 kV reactor bay- 2 Nos. ➢ 220 kV TBC – 1 No. ➢ 220 kV BC – 1 No. ➢ 220 kV line bays – 4 Nos. (*for RE Interconnection*) ➢ 500 MVA, 765/400 kV 1-Ph Spare ICT-1 No. ➢ 110 MVAr, 765 kV, 1-ph reactor (spare unit

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Sl. No.	Scope of the Transmission Scheme	Capacity /km
	➢ 400 kV line bays along with switchable line reactors– 9 Nos. (3 on Sec-I & 6 on Sec-II) ➢ 400/220 kV, 500MVA ICT along with bays-8 Nos. (3 on Sec-I & 5 on Sec-II) ➢ 400 kV, 125MVAr Bus Reactor along with bays: 2 Nos. (Sec-II) ➢ 400 kV Sectionalization bay: 1-set ➢ 220 kV line bays: 12 Nos. (4 Nos. on Sec-I & 8 Nos. on Sec-II) ➢ 220 kV Sectionalization bay: 1set ➢ 220 kV TBC: 1 No. ➢ 220 kV BC: 1 No. ➢ 2 Nos. STATCOM (±400 MVAr) along with 2x125 MVAr MSC & 1x125 MVAr MSR and associated bays- 2Nos. (1 on 400 kV Sec-I and 1 on 400 kV Sec-II)	for bus reactor)-1 No.
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line	➢ 90 km (approx.)
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line	➢ 765 kV line bays– 2 Nos.
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500MVA ICT (3rd)	➢ 400/220 kV, 500 MVA ICT-1 No. ➢ 400 kV ICT bay- 1 No. ➢ 220 kV ICT bay- 1 No.
	Note: *a. M/s Apraava Energy Pvt. Ltd. (AEPL) shall provide space for above scope of work at Karera S/s.* *b. Location of the substation shall be finalised near South of Sabalgarh in consultation with CEA, RUMSL and other stakeholders.* *c. MPPTCL shall ensure development of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/c line (Quad Moose / High Capacity) line in matching time-frame of above scheme.*	

3.4 Transmission system for Evacuation of Power from RE Projects in Solapur SEZ in Maharashtra-Phase II (2000 MW) and Network Expansion scheme to enable drawal of power from Solapur PS

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3.4.1 Government of India has set a target for establishing 500 GW non fossil generation capacity by 2030, out of which 3.5 GW REZ potential has been identified at Solapur (2 GW at Solapur (PG) and 1.5 GW at Solapur PS). Solapur PS is presently under implementation by M/s Solapur Transmission Limited (STL) (Subsidiary of Torrent Power Limited) with SCOD of Mar'26 for evacuation of 1.5 GW REZ.

3.4.2 Representative of CTUIL stated that connectivity applications for more than 3.5 GW RE capacity have now been received at Solapur PS till Dec-24 based on which transmission planning the Solapur PS for evacuation of full capacity of 3.5 GW (i.e. 2 GW in addition to 1.5 GW) was carried out in consultation with MSETCL. To enable Evacuation of 2000 MW Power from RE Projects in Solapur SEZ in Maharashtra-under Phase II, transmission scheme "Transmission system for Evacuation of Power from RE Projects in Solapur SEZ in Maharashtra-Phase II (2000 MW)" was proposed.

3.4.3 Chairperson, CEA enquired SECI / MNRE w.r.t. declaration of additional potential in Solapur area considering that applications for about 6.35GW till Dec-24 have been received in the area against potential of 3.5GW.

3.4.4 Representative of SECI stated that they are yet to assess additional potential in the area.

3.4.5 After further deliberations, it was decided that the subject scheme shall be taken up after feedback from MNRE/SECI w.r.t. additional potential in Solapur area. Further, CTU shall examine whether transmission system is planned by STU for same generation capacity in Solapur area.

3.5 Issues related to bidding process for augmentation of transformation capacity at Bhuj-II Pooling Station

3.5.1 The transmission scheme "Augmentation of transformation capacity at Bhuj-II PS (GIS)" was agreed in the 16th meeting of National Committee on Transmission held on 30.11.2023 under TBCB route with estimated cost of Rs. 428 crores and implementation timeframe of 21 months. Gazette was notified on 23.01.2024 with PFCCL as BPC.

3.5.2 Further a transmission scheme "Provision of ICT Augmentation and Bus Reactor at Bhuj-II PS" was agreed in the 20th meeting of National Committee on Transmission held on 25.06.2024 under TBCB route with estimated cost of Rs. 587 crores and implementation timeframe of 21 months. Gazette was notified on 21.08.2024 with PFCCL as BPC.

3.5.3 Despite multiple bidding attempts by the Bid Process Coordinator (BPC), only single bid has been received for both the above projects.

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3.5.4 In a meeting held under the chairmanship of Secretary (Power), it was recommended that NCT may consider the two schemes for augmenting transformation capacity at Bhuj-II Pooling Station, with estimated costs of ₹428 Cr and ₹587 Cr, for allotment under the RTM.

3.5.5 NCT, after deliberations:

(i) Approved the implementation of "Augmentation of transformation capacity at Bhuj-II PS (GIS)" scheme under RTM Mode by POWERGRID Bhuj Transmission Limited, which is the original TSP of Bhuj-II PS and

(ii) Recommended the implementation of "Provision of ICT Augmentation and Bus Reactor at Bhuj-II PS" under RTM mode by POWERGRID Bhuj Transmission Limited.

3.6 OPGW installation on existing 765 kV Fatehpur-Varanasi S/c & 765 kV Fatehpur-Sasaram S/c Lines which are proposed to be LILO at New Prayagraj (ISTS)

3.6.1 CTU stated that OPGW was not implemented on 765 kV Fatehpur-Varanasi S/c and 765 kV Fatehpur- Sasaram S/c Lines. As there lines are proposed to be made LILO at New Prayagraj (ISTS), OPGW on the existing lines would be required to establish communication.

3.6.2 After deliberations NCT approved the communication scheme "OPGW installation on existing 765 kV Fatehpur-Varanasi S/c and 765 kV Fatehpur-Sasaram S/c Lines which are proposed to be LILO at New Prayagraj (ISTS)" as mentioned below:

S. No	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Cr)	Remarks
1.	OPGW installation on existing 765 kV Fatehpur-Varanasi S/c & 765 kV Fatehpur-Sasaram S/c Lines which are proposed to be LILO at New Prayagraj (ISTS) Tentative implementation timeframe: 24 months from the date of allocation or with matching timeframe of the transmission project "Inter-regional (NR-WR) Transmission System strengthening to relieve the loading of 765 kV Vindhyachal-Varanasi D/c line" whichever is earlier.	₹ 33.24 Cr	Approved for implementation under RTM By POWERGRID

3.6.3 Detailed scope of the scheme is given below:

S. No	Scope of the transmission scheme
1.	Supply & Installation of OPGW (48F) on existing 765 kV Fatehpur-Varanasi S/c (223

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	Km) and 765 kV Fatehpur-Sasaram S/c (356 Km) Lines which are proposed to be LILO at New Prayagraj S/s (ISTS) including 1 No. FOTE at Fatehpur, 1 No. of FOTE at repeater for Fatehpur-Sasaram line section & optical interfaces / amplifiers etc. at all the locations (Total OPGW: 579 Km. & Total FOTE:2 No.)

3.7 VOIP Communication system for Grid-Operation for all Five Regions NR, NER, SR, WR, ER as PAN India

3.7.1 CTUIL stated that Transmission Scheme VOIP Communication system is of utmost importance for grid management and operation by grid operators and also time critical. Accordingly, "VOIP Communication system for Grid-Operation for all Five Regions NR, NER, SR, WR, ER as PAN India" has been planned with estimated cost of ₹ 156.52 Cr. The scope of the scheme includes supply and installation of VOIP Communication system including Phones, Voice Recorder etc. for all Five Regions NR, NER, SR, WR, ER as PAN India at NLDC, RLDCs, SLDCs. The scheme has already been agreed by all the RPCs and NPC.

3.7.2 The scheme was discussed in the 26th meeting of NCT, wherein it was directed that a meeting may be convened by CEA with CTUIL, POWERGRID, and Grid India to examine the complete scope of VOIP to be brought up for consideration and approval in the next NCT meeting.

3.7.3 Accordingly, the scope was examined and suggested that 33 kV and above RE Gencos of the STUs which are operational on the fibre optic network as desired in the regulations to be included in the scope. For the additional scope, only 42 Nos. of VoIP phones requirement was received, which is roughly 0.46 % of the quantity of VOIP phones proposed as 9100. The additional 42 number VoIP phones can be easily accommodated in the quantity variation of the contract by the implementing agency during implementation. Moreover, it is stated that Servers proposed in scheme are having high capacity (more than 200 %), which is sufficient to integrate additional VoIP phones during the future requirements upto 7-10 years.

3.7.4 CTU further stated that around 60 phones are required at UNMS centres of ISTS & STUs also in addition to above, which shall also be accommodated during project execution by the implementing agency.

3.7.5 Thus, in view of the above small incremental percentage of VOIP phones & high capacity of the proposed servers, the said VOIP scheme does not require any further change in BoQ/Cost for NCT approval. However, the same shall be considered by the implementing agency during the execution of the contract.

3.7.6 CTU clarified that the entire scheme both for ISTS and STUs shall be taken up together in a single package on PAN India basis by the implementing agency, however the billing will be done as per CERC regulations for central/state sector.

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3.7.7 Grid-India stated that the current maintenance and support is expiring in June 2026. The implementation time-frame of the scheme may therefore be reduced from proposed 24 months to 12 months. Grid-India advised that core of optical fibres should be utilized based on priority. The cores requirement for each application shall be clearly specified by CTUIL.

3.7.8 After deliberations NCT approved the communication scheme "VOIP Communication system for Grid-Operation for all Five Regions NR, NER, SR, WR, ER as PAN India" to be implemented under RTM as mentioned below:

S. No	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Cr)	Remarks
1.	VOIP Communication system for Grid-Operation for all Five Regions NR, NER, SR, WR, ER as PAN India Tentative implementation timeframe: 18 months from the date of allocation	₹ 156.52 Cr (approx.)*	Approved under RTM By POWERGRID

** Breakup of cost between central and state sector, including 6 year AMC after completion of 1 yr warranty period are as under:*

Region	*Central Sector (ISTS) (in Crs.)*	*State Sector (in Crs.)*	*Total (excluding taxes and duties) (in Crs.)*	*Total (including taxes & Duties) (in Crs.)*
NR	*₹18.54*	*₹15.92*	*₹ 34.46*	*₹ 40.66*
SR	*₹15.3*	*₹ 12.68*	*₹ 27.98*	*₹ 33.02*
WR	*₹14.61*	*₹ 11.74*	*₹ 26.35*	*₹ 31.10*
ER	*₹12.21*	*₹ 6.16*	*₹ 18.37*	*₹ 21.67*
NER	*₹13.21*	*₹5.72*	*₹ 18.93*	*₹ 22.34*
NLDC, International exchange and Cyber audit	*₹ 6.55*	*₹ 0*	*₹ 6.55*	*₹ 7.73*
Total	*₹ 80.42*	*₹ 52.22*	*₹ 132.64*	*₹ 156.52*

3.7.9 Detailed scope of the scheme is given below:

S. No	Scope of the scheme
1.	Supply and installation of VOIP Communication system including Phones, Voice Recorder etc. for Grid-Operation for all Five Regions NR, NER, SR, WR, ER as PAN India at NLDC, RLDCs, SLDCs Broad specifications: i. Server based architecture: Multiple level (4 level) of redundancy as compared to no redundancy in existing system. ii. Server based architecture: Multiple level (4 level) of redundancy as compared to no redundancy in existing system.

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	iii.	SLDC & RLDC servers has Local (Control Centre phones) and Remote (Substation, Generators) Phone support. However, at NLDC only local phone support has been considered.
	iv.	Power over ethernet (PoE) switches with dual DC supply ports has been considered for all VOIP phones at remote stations for redundancy and powering the phones.
	v.	One set of three servers are proposed for Voice (VOIP), NMS & Call Recording at each control centre.
	vi.	There is no duplication of licenses for backup servers.
	vii.	Server size and software has been considered by taking future requirement of phones.
	viii.	Support for integration of future exchange of other utilities considered (their control centres).
	ix.	NMS for adding/ deleting users shall be provided at RLDC/ SLDC levels
	x.	Operator console shall be provided to manage calls at RLDC/SLDC
	xi.	Call recording features shall be provided at RLDC & SLDC level with backup.
	xii.	VOIP, Analog & Four Wire E&M (at PLCC locations) phones are considered
	xiii.	Video Phones at RLDC/ SLDC for Senior officials
	xiv.	Sufficient numbers of licenses to cater future RE/ ISTS/ ISGS/ IPP and STU substations locations. The licenses for present and future requirement of the phones
	xv.	are considered under the scope of project, however phones for present requirement only shall be procured.
	xvi.	Firewall at control centres is considered
	xvii.	Installation with 100m Cat-6 cable considered at remote locations.
	xviii.	Integration with existing STU exchanges has been considered.
	xix.	One Exchange for international communication for cross border links has been considered at NLDC main and Backup NLDC.
	xx.	6 year of AMC has been considered after 1 year warranty.
	xxi.	Cyber Security Audit has been considered.
	xxii.	VoIP phones, analog phones, POE switches, gateway etc. should be placed after site survey as per requirements.
	xxiii.	TS shall be shared by an implementation agency with all stake holders & implemented as per feedback by stakeholder.
	xxiv.	As per Meghalaya requirement POE switch with optical interface may also be considered.
	xxv.	VOIP phones to be procured in future shall be suitably stated in the same contract agreement by the implementing agency to cover during the AMC phase in order to secure from cyber threats etc.

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3.8 Establishment of State-of-the-Art National Unified Network Management System (N-UNMS) in main & backup configuration integrating all the regional UNMSs.

3.8.1 Representative from CTUIL stated that to facilitate centralized supervision and monitoring including reporting/collection of PAN India communication Network of ISTS as well as State level system including cross border links at National Level including Outage Management & Coordination System Communication Scheme "Establishment of State-of-the-Art National Unified Network Management System (N-UNMS) in main and backup configuration integrating all the regional UNMSs is required.

3.8.2 After deliberations NCT approved the communication scheme "Establishment of State-of-the-Art National Unified Network Management System (N-UNMS) in main & backup configuration integrating all the regional UNMSs" as mentioned below:

S. No	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Cr)	Remarks
1.	Establishment of State-of-the-Art National Unified Network Management System (N-UNMS) in main & backup configuration integrating all the regional UNMSs Tentative implementation timeframe: 24 months from the date of allocation	₹ 128 Cr (approx. including AMC)	Approved under RTM By POWERGRID

3.8.3 Detailed scope of the scheme is given below:

S. No	Scope of the scheme
1.	• Supply and Installation of Main & Backup National-UNMS system hardware and software along with associated items at respective national & regional UNMS Setup. The new system shall be deployed in such a way that the operation of the existing systems should not be disturbed. Workstations/ Remote consoles at CEA- PCD, RPCs, NLDC & RLDCs, CTUIL and States with associated computer system Hardware & Software. • Supply and Installation of hardware & software for workstation, network switches, video wall, firewall & IDPS, Printer, Furniture etc. • Integration of existing Regional UNMS (In Main & Backup config) with Main and Back up N-UNMS System. One channel of each Regional UNMS to Main and Back up UNMS centre shall be used for redundancy of respective UNMS Centres. • Development of complete Database, displays and reports either from scratch or by extracting existing database, displays and reports, also for creating integrated national communication system overview and inter regional system details for the modules including Outage management & Ticketing modules for regional and national communication system. • Supply of all FCAPS (Fault, Configuration Planning, Accounting,

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	Performance & Security) features with advance planning tool. • Import and Adaption of database & displays made for Regional UNMS system including import of historical data stored in existing servers for integration in new system also for creating national dashboard and inter regional system dashboards for the required system details. • Development of Outage Management & Coordination module and Ticketing Module for National and Regional ISTS Communication Networks. Development of Cloud based communication outage management and ticketing portal for regional & national communication network, also accessible through public internet. These shall be aligned with the finalised Standard Operating Procedure (SOP) for Communication System Outage Planning. • Auxiliary Power Supply System Comprising of UPS with Battery set along with all necessary distribution board. • Integration & Testing with any new UNMS coming up during implementation and AMC period of this Project. • Supply of Spares identified under AMC along with main items to meet the contingency during installation period and during AMC period. • All cabling, wiring, and interconnections to the items being supplied and to be integrated including power supply. • The project scope shall include customization of its database, such as configuration of database, scan period and all other database parameters required to integrate existing system successfully. • Additional Hardware, software and services necessary to ensure compatibility with existing UNMS Systems. • Auditing of Cyber Security implementation by CERT-In listed Auditors during AMC. • Training of personnel and Users of the System. • Comprehensive Maintenance of the supplied system for seven (7) years including one (1) year defect liability period as per specification, including integration with future UNMS (if any), Database configurations, Maintaining Spare inventory etc. • Integration with third party Applications: The N-UNMS Systems being supplied shall have provision to exchange data with the existing and or to be purchased third party applications of in standard formats like ODBC, OPC & XML etc. GI/Aluminium cable trays/trace ways with covers shall be supplied in the project for laying cables so that cable can be protected from rodents. These cable trays/trace ways shall be screwed/ fixed on the floor.

3.9 **Utilization of OPGW laid by M/s BDTCL on 765 kV S/c Bhopal (BDTCL) – Indore (PG) & 765 kV S/c Vadodara (PG) - Dhule (BDTCL) – Aurangabad (PG) line by upgrading STM-1 FOTE to STM-16 FOTE at Bhopal (BDTCL), Indore**

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(PG), Dhule (BDTCL), Aurangabad (PG) and Vadodara (PG) S/s installed by M/s BDTCL and integration with ISTS network for ULDC data Communication in view of upcoming Dhule PS & LILO of Bhopal – Indore line.

3.9.1 Representative of CTUIL stated that there is a requirement of FOTE upgradation for the utilization of OPGW laid by M/s BDTCL on 765 kV S/c Bhopal (BDTCL) – Indore (PG) & 765 kV S/c Vadodara (PG) - Dhule (BDTCL) – Aurangabad (PG) line.

3.9.2 After deliberations NCT approved the communication scheme "Utilization of OPGW laid by M/s BDTCL on 765 kV S/c Bhopal (BDTCL) – Indore (PG) & 765 kV S/c Vadodara (PG) - Dhule (BDTCL) – Aurangabad (PG) line by upgrading STM-1 FOTE to STM-16 FOTE at Bhopal (BDTCL), Indore (PG), Dhule (BDTCL), Aurangabad (PG) and Vadodara (PG)" as mentioned below:

S. No	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Cr)	Remarks
1.	Utilization of OPGW laid by M/s BDTCL on 765 kV S/c Bhopal (BDTCL) – Indore (PG) & 765 kV S/c Vadodara (PG) - Dhule (BDTCL) – Aurangabad (PG) line by upgrading STM-1 FOTE to STM-16 FOTE at Bhopal (BDTCL), Indore (PG), Dhule (BDTCL), Aurangabad (PG) and Vadodara (PG) S/s. Implementation Timeframe: 12 months from the date of allocation.	Rs. 2.6 Crore (approx.)	Approved for implementation by M/s Bhopal Dhule Transmission Company Ltd. (BDTCL).

3.9.3 Detailed scope of the scheme is given below:

S. No	Scope of the transmission scheme
1.	1. Supply and installation of 5 nos, STM-16 (FOTE) equipment supporting minimum five (5) directions with MSP (Multiplex Section Protection – 1+1) alongwith necessary interfaces and cards at following Locations (1 No. FOTE at each location) and integration with existing ISTS Communication network: (i) Bhopal (BDTCL) (ii) Indore (PG) (iii) Dhule (BDTCL) (iv) Vadodara (PG) (v) Aurangabad (PG) 2. Supply and installation of approach cable, FODP and other accessories at Indore (PG) and Vadodara (PG) S/s.

3.10 **Supply and Installation of OPGW on existing 765 kV Gwalior – Satna S/c Line which is proposed to be LILOed at Karera (near Datiya) S/s under TBCB project namely "Western Region Expansion Scheme XXXIII (WRES-XXXIII): Part B".**

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3.10.1 CTU stated that Gwalior (PG)-Satna (PG) s/c line has no OPGW & new substation Karera is planned to be established in ISTS in the TBCB transmission scheme "Western Region Expansion Scheme XXXIII (WRES-XXXIII): Part B" by LILO.

3.10.2 CTU further stated that SCOD Karera S/s is Feb-2026. It is suggested that POWERGRID shall install OPGW from Gwalior S/s to LILO point of Karera S/s in the matching timeframe on priority, so that data communication of Karera S/s can be established.

3.10.3 After deliberations NCT approved the communication scheme "Supply and Installation of OPGW on existing 765 kV Gwalior – Satna S/c Line which is proposed to be LILO at Karera (near Datiya) S/s under TBCB project namely *"Western Region Expansion Scheme XXXIII (WRES-XXXIII): Part B"* under RTM mode through POWERGRID as mentioned below:

S. No	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Cr)	Remarks
1.	Supply and Installation of OPGW on existing 765 kV Gwalior – Satna S/c Line which is proposed to be LILO at Karera (near Datiya) S/s under TBCB project namely *"Western Region Expansion Scheme XXXIII (WRES-XXXIII): Part B"* Implementation Timeframe: Matching time frame of upcoming LILO of the said line or 24 months from the date of allocation whichever is earlier.	Rs. 23.5 Crore (approx.)	Approved for implementation by M/s POWERGRID on RTM mode.

3.10.4 Detail scope of the scheme is given below:

S. No	Scope of the transmission scheme
1.	1. OPGW Supply and installation alongwith accessories on the following line by replacing the existing one No. earthwire by Live Line installation: • 765 kV Gwalior – Satna S/c Line (341 km approx.) 2. STM-16 FOTEs of 5 MSP at Satna, Gwalior for establishing the communication in between Gwalior-Karera-Satna. 3. Repeater Station along with communication equipment, auxiliary power system & all the items associated with repeater shelter.

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4 Status of the bids under process by BPCs

4.1 The BPCs (RECPDCL and PFCCL) have made presentations on the status of under bidding schemes. Summary of the same is given below:

S.No.	Region(s)	RECPDCL	PFCCL
1	Bids Under Evaluation	03	08
2	RfP issued and bids to be submitted	04	06
3	RfP to be issued	01	02
4	RfP bid submission on hold	01	00
	TOTAL	**09**	**16**

4.2 Members noted the same.

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Summary of the deliberations of the 27th meeting of NCT held on 6th February, 2025

I. ISTS Transmission schemes, costing greater than ₹ 500 Crore, recommended by NCT to MoP under TBCB:

The ISTS transmission schemes recommended by NCT to MoP are given below:

Sl. No.	Name of Transmission Scheme	Implementation Mode	Tentative Implementation timeframe	BPC	Estimated Cost (₹ Crs.)
1.	Inter-regional (NR-WR) Transmission System strengthening to relieve the loading of 765 kV Vindhyachal-Varanasi D/c line	TBCB	24 months from the date of allocation.	PFCCL	2368.26
2.	Transmission system for evacuation of power from Pumped Storage Projects in Sonbhadra District. Uttar Pradesh	TBCB	34 months from the date of allocation * **except for 765/400 kV, 1x1500 MVA ICT(4th) at Robertsganj PS.* Tentative implementation timeframe for 765/400 kV, 1x1500 MVA ICT(4th) at Robertsganj PS is Dec, 2030	RECPDCL	3625.97
3.	Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)	TBCB	27 Months	PFCCL	1692

The broad scope of the above ISTS schemes to be notified in Gazette of India is as given below:

Sl.	Name of Scheme &	Broad Scope	Bid Process

MORENA I SEZ TRANSMISSION LIMITED

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No.	Tentative implementation timeframe		Coordinator
1.	Inter-regional (NR-WR) Transmission System strengthening to relieve the loading of 765 kV Vindhyachal-Varanasi D/c line **Implementation Timeframe:** 24 Months	i. Establishment of 765 kV Prayagraj S/s near Prayagraj(Uttar Pradesh) along with 2x330 MVAr 765 kV Bus reactors ii. LILO of 765 kV Fatehpur-Varanasi S/c line at Prayagraj iii. LILO of 765 kV Fatehpur-Sasaram S/c line at Prayagraj iv. 765 kV Vindhyachal Pool - Prayagraj D/c line along with 330MVAr line reactor (switchable) at Prayagraj end on each ckt of 765 kV Vindhyachal Pool - Prayagraj D/c line v. Bypassing of both ckts of 765 kV Sasan – Vindhyachal Pool 2xS/c line at Vindhyachal Pool and connecting it with 765 kV Vindhyachal Pool - Prayagraj D/c line, thus forming 765 kV Sasan - Prayagraj D/c line **(Detailed scope as approved by 27th NCT and subsequent amendments thereof)**	PFCCL
2.	Transmission system for evacuation of power from Pumped Storage Projects in Sonbhadra District. Uttar Pradesh **Implementation Timeframe:** 34 months from the date of allocation * **except for 765/400 kV, 1x1500 MVA ICT(4th) at Robertsganj PS.* Tentative implementation timeframe for 765/400	i. Establishment of 4x1500 MVA 765/400 kV Robertsganj Pooling Station near Robertsganj area in Sonbhadra distt. (Uttar Pradesh) along with 2x240 MVAr 765 kV & 2x125 MVAr 400 kV bus reactors ii. LILO of both circuits of 765 kV Varanasi- Gaya 2xS/c line at Robertsganj PS along with 240 MVAr switchable line reactor at each ckt of Robertsganj PS end of 765 kV Robertsganj PS - Gaya 2xS/c line (after LILO) iii. Robertsganj PS – Prayagraj S/s 765 kV D/c line along with 330 MVAr line reactor at each circuit	RECPDCL

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	kV, 1x1500 MVA ICT(4th) at Robertsganj PS is December, 2030	of Robertsganj end of Robertsganj PS – Prayagraj S/s 765 kV D/c line **(Detailed scope as approved by 27th NCT and subsequent amendments thereof)**	
3.	Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW) **Implementation Timeframe:** 27 Months	i. Establishment of 3x1500 MVA, 765/400 kV & 2x500MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor. ii. Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line iii. 2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line iv. Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500MVA ICT (3rd) **(Detailed scope as approved by 27th NCT and subsequent amendments thereof)**	PFCCL

II. ISTS Transmission schemes, costing greater than ₹ 500 Crore, recommended by NCT to MoP under RTM:

The ISTS transmission schemes recommended by NCT to MoP are given below:

Sl. No.	Name of Transmission Scheme	Implementation Mode	Tentative Implementation timeframe	Estimated Cost (₹ Crs.)

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1.	Provision of ICT Augmentation and Bus Reactor at Bhuj-II PS	RTM through POWERGRID Bhuj Transmission Limited	21 months	587

The broad scope of the above ISTS schemes is as given below:

Sl. No.	Name of Scheme & Tentative implementation timeframe	Broad Scope
1.	Provision of ICT Augmentation and Bus Reactor at Bhuj-II PS **Implementation Timeframe: 21 Months**	i. Augmentation of transformation capacity at Bhuj-II PS (GIS) by 3x500 MVA, 400/220 kV ICT (7th, 8th & 9th) ii. Augmentation of transformation capacity at Bhuj-II PS (GIS) by 1x1500 MVA, 765/400 kV ICT (4th) iii. Installation of 1x330 MVAr 765 kV Bus Reactor (2nd) along-with associated bay iv. Implementation of 220 kV GIS line bay at Bhuj-II PS for Aditya Birla Renewables Subsidiary Limited (ABRSL) [Appln No: 2200000321(362MW)] v. Implementation of 220 kV GIS line bay at Bhuj-II PS for ACME Cleantech Solutions Private Limited (ACSPL) [Appln No: 2200000382(350 MW)] vi. Implementation of 220 kV GIS line bay at Bhuj-II PS for ACME Cleantech Solutions Private Limited (ACSPL) [Appln No: 2200000431(50 MW)] vii. Implementation of 220 kV GIS line bay at Bhuj-II PS for Avaada Energy Pvt Ltd. (AEPL) [Appl. No: 2200000444(100 MW)] viii. Implementation of 220 kV GIS line bays at Bhuj-II PS for Adani Green Energy Thirty-Two Ltd. (AGE32L) [Appl. No: 2200000514 (260.5MW)] ix. Implementation of 220 kV GIS line bays at Bhuj-II PS for Adani Renewable Energy Eight Ltd. (ARE8L) [Appl. No: 2200000545 (115MW)] **(Detailed scope as approved by 20th NCT and subsequent amendments thereof)**

III. ISTS Transmission schemes, approved by NCT:

1. The transmission schemes approved by NCT under RTM route is given below:

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Sl. No.	Name of Transmission Scheme	Implementation Mode	Implementation timeframe	Estimated Cost (₹ Cr)
1.	Augmentation of transformation capacity at Bhuj-II PS (GIS)	RTM through POWERGRID Bhuj Transmission Limited	21 months	428

The broad scope of above schemes are given below

Sl. No.	Name of Scheme & Tentative implementation timeframe	Broad Scope
1.	Augmentation of transformation capacity at Bhuj-II PS (GIS) **Implementation Timeframe: 21 Months**	i) Augmentation of transformation capacity at Bhuj-II PS (GIS) by 2x500 MVA, 400/220 kV ICT (5th & 6th) and by 1x1500 MVA, 765/400 kV ICT (3rd) ii) Implementation of 220 kV GIS line bay at Bhuj-II PS for ABREL (RJ) Projects Limited **(Detailed scope as approved by 16th NCT and subsequent amendments thereof)**

IV. Communication schemes approved by NCT

Sl. No.	Name of Transmission Scheme	Implementation Mode	Tentative Implementation timeframe	Implementing Agency	Estimated Cost (Rs. Crs)
1.	OPGW installation on existing 765 kV Fatehpur-Varanasi S/c & 765 kV Fatehpur-Sasaram S/c Lines which are proposed to be LILOed at New Prayagraj (ISTS)	RTM	24 months from the date of allocation or with matching timeframe of the transmission project "Inter-regional (NR-WR) Transmission System strengthening to relieve the loading of 765 kV Vindhyachal-Varanasi D/c	POWERGRID	33.24

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			line" whichever is lower		
2.	VOIP Communication system for Grid-Operation for all Five Regions NR, NER, SR, WR, ER as PAN India	RTM	18 months from the date of allocation	POWERGRID	156.52
3.	Establishment of State-of-the-Art National Unified Network Management System (N-UNMS) in main & backup configuration integrating all the regional UNMSs.	RTM	24 months from the date of allocation	POWERGRID	128 (including AMC)
4.	Utilization of OPGW laid by M/s BDTCL on 765 kV S/c Bhopal (BDTCL) – Indore (PG) & 765 kV S/c Vadodara (PG) - Dhule (BDTCL) – Aurangabad (PG) line by upgrading STM-1 FOTE to STM-16 FOTE at Bhopal (BDTCL), Indore (PG), Dhule (BDTCL), Aurangabad (PG) and Vadodara (PG) S/s. *5*	RTM	12 months from the date of allocation.	Approved for implementation by M/s Bhopal Dhule Transmission Company Ltd. (BDTCL)	2.6
5.	Supply and Installation of OPGW on existing 765 kV Gwalior – Satna S/c Line which is proposed to be LILOed at Karera (near Datiya) S/s under TBCB project namely "Western Region	RTM	Matching time frame of upcoming LILO of the said line or 24 months from the date of allocation whichever is earlier.	POWERGRID	23.5

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	Expansion Scheme XXXIII (WRES-XXXIII): Part B".				

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Annexure-I

List of participants of the 25th meeting of NCT

CEA:

1. Sh. Ghanshyam Prasad, Chairperson, CEA & Chairman, NCT
2. Sh. Ajay Talegaonkar, Member (E&C)
3. Sh. A. K. Rajput, Member (Power Systems)
4. Sh. S. K. Maharana, Chief Engineer (PCD)
5. Sh. B. S. Bairwa, Chief Engineer (I/C) (PSPA-II)
6. Sh. Farooque Iqbal, Director (PSPA-II)
7. Sh. Vikas Sachan, Deputy Director (PSPA-I)
8. Sh. Manish Maurya, Deputy Director (PSPA-II)

MoP:

1. Sh. Om Kant Shukla, Director (Trans.)

MNRE:

1. Sh. Himanshu Prabhakar, Under Secretary

SECI:

1. Sh. Vineet Kumar, DGM
2. Sh. R. K. Agarwal, Consultant

NITI Aayog:

1. Sh. Shravan Pushkar, Consultant

CTUIL:

1. Sh. Ashok Pal, COO
2. Ms. Manju Gupta, Deputy COO
3. Sh. Vikas Bagadia, CGM
4. Sh. P. S. Das, Sr GM
5. Ms. Nutan Mishra, Sr GM
6. Sh. H. S. Kaushal, Sr GM
7. Sh. Shiv Kumar Gupta, Senior DGM
8. Sh. Kunal Gaur, DGM
9. Sh. VMS Prakash Yerubandi, DGM
10. Sh. Pratyush Singh, Chief Manager
11. Sh. Yatin Sharma, Manager

GRID India:

1. Sh. S. R.Narasimhan, CMD
2. Sh. Rajiv Porwal, Director (SO)
3. Sh. Vivek Pandey, Sr. General Manager
4. Sh. Priyam Jain, Chief Manager

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5. Sh. Rahul Shukla, Chief Manager
6. Sh. Raj Kishan, Deputy Manager

RECPDCL

1. Sh. Satyabhan Sahoo, GM (Tech)
2. Sh. Saroj Kumar Sharma, GM
3. Sh. Anil Kumar, Chief Manager
4. Sh. Dheeraj Kumar, Executive (Tech.)

PFCCL

1. Sh. Naveen Phougat, GM
2. Sh. Deepak Kumar, AM

Expert Member

1. Sh. Ravinder Gupta, Ex Chief Engineer, CEA

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Annexure P/4

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-21032025-261808
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असाधारण
EXTRAORDINARY

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

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 1307] नई दिल्ली, बुधवार, मार्च 19, 2025/फाल्गुन 28, 1946
No. 1307] NEW DELHI, WEDNESDAY, MARCH 19, 2025/PHALGUNA 28, 1946

विद्युत मंत्रालय

अधिसूचना

नई दिल्ली, 18 मार्च, 2025

का.आ. 1323(अ).—विद्युत अधिनियम, 2003 (2003 की सं. 36) की धारा 63 के अंतर्गत परिचालित दिशा-निर्देशों के पैरा 3 के उप-पैरा 3.2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, राष्ट्रीय पारेषण समिति की 27 वीं बैठक की सिफारिशों पर, संबंधित बोली-प्रक्रिया समन्वयक (बीपीसी) के ब्यौरे के साथ टीबीसीबी मोड के अंतर्गत निम्नलिखित पारेषण स्कीमों को अधिसूचित करती है: —

क्र. सं.	पारेषण स्कीम का नाम एवं कार्यक्षेत्र
1.	765 केवी विंध्याचल-वाराणसी डी/सी लाइन के लोड को कम करने के लिए अंतर-क्षेत्रीय (एनआर-डब्ल्यूआर) पारेषण प्रणाली का सुदृढ़ीकरण संभावित कार्यान्वयन की समय सीमा: आबंटन की तारीख से 24 माह।

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MINISTRY OF POWER

NOTIFICATION

New Delhi, the 18th March, 2025

S.O. 1323(E).—In exercise of the powers conferred by sub-para 3.2 of Para 3 of the Guidelines circulated under Section 63 of the Electricity Act, 2003 (No. 36 of 2003), the Central Government, on the recommendations of 27th meeting of National Committee on Transmission, hereby notifies the following transmission schemes under TBCB mode, with details of respective Bid-Process Coordinator (BPC): —

<table>
<tr><th>Sl. No.</th><th>Name & Scope of the Transmission Scheme</th></tr>
<tr><td>1.</td><td>
Inter-regional (NR-WR) Transmission System strengthening to relieve the loading of 765 kV Vindhyachal-Varanasi D/c line

Tentative implementation timeframe: 24 months from the date of allocation.

BPC: PFC Consulting Limited

Scope:
<table>
<tr><th>Sl. No.</th><th>Description of Transmission Element</th><th>Scope of work (Type of Substation/Conductor capacity/km/No. of bays etc.)</th></tr>
<tr><td>1.</td><td>Establishment of 765 kV Prayagraj S/s near Prayagraj (Uttar Pradesh) along with 2x330 MVAr 765 kV Bus reactors
<u>Future provisions:</u>
Space for
➢ 765/ 400 kV ICTs along with bays- 4 Nos.
➢ 765 kV line bays along with switchable line reactors – 8 Nos.
➢ 765 kV Bus Reactor along with bay: 1 No.
➢ 400 kV line bays along with switchable line reactor –4 Nos.
➢ 400 kV line bays : 2 Nos.
➢ 400 kV Bus Reactor along with bays: 2 Nos.
➢ 400 kV Sectionalization bay: 1 set</td><td>•Prayagraj S/s -AIS
•330 MVAr Bus Reactor- 2 Nos. (7x110 MVAr, including one spare unit)
•765 kV Bus reactor bays- 2 Nos.
•765 kV line bays – 6 Nos. (for LILO of 765 kV Fatehpur- Varanasi S/c line, LILO of 765 kV Fatehpur-Sasaram S/c line and Vindhyachal Pool - Prayagraj D/c line)</td></tr>
<tr><td>2.</td><td>LILO of 765 kV Fatehpur-Varanasi S/c line at Prayagraj</td><td>•Line Length ~15 km (LILO length 15 km)</td></tr>
<tr><td>3.</td><td>LILO of 765 kV Fatehpur-Sasaram S/c line at Prayagraj</td><td>•Line Length ~14 km (LILO length 14 km)</td></tr>
<tr><td>4.</td><td>765 kV Vindhyachal Pool - Prayagraj D/c line along with 330 MVAr line reactor (switchable) at Prayagraj end on each ckt of 765 kV Vindhyachal Pool - Prayagraj D/c line</td><td>•Line Length – (~220 km)
•765 kV, 330 MVAr switchable line reactors at Prayagraj end – 2 Nos.
•Switching equipment for 765 kV 330 MVAr switchable line reactors at Prayagraj S/s – 2 Nos.</td></tr>
<tr><td>5.</td><td>Bypassing of both ckts of 765 kV Sasan – Vindhyachal Pool 2xS/c line at Vindhyachal</td><td>•Line Length – 1 km (~0.5x2 km)</td></tr>
</table>
</td></tr>
</table>

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		Pool and connecting it with 765 kV Vindhyachal Pool - Prayagraj D/c line, thus forming 765 kV Sasan - Prayagraj D/c line	

2. **Transmission system for evacuation of power from Pumped Storage Projects in Sonbhadra District, Uttar Pradesh**

Tentative implementation timeframe: 30 months from the date of allocation *

**except December, 2030 for 765/400 kV, 1x1500 MVA ICT(4th) at Robertsganj PS.*

BPC: REC Power Development and Consultancy Limited

Scope:

Sl. No.	*Description of Transmission Element*	*Scope of work (Type of Substation/Conductor capacity/km/No. of bays etc.)*
1.	Establishment of 4x1500 MVA 765/400 kV Robertsganj Pooling Station near Robertsganj area in Sonbhadra distt. (Uttar Pradesh) along with 2x240 MVAr 765 kV & 2x125 MVAr 400 kV bus reactors **Future provisions:** ➢ 765/400 kV ICTs along with bays- 2 Nos. ➢ 765 kV line bays along with switchable line reactors – 6 Nos. ➢ 765 kV Bus Reactor along with bay: 1 No. ➢ 400 kV line bays along with switchable line reactor –6 Nos. ➢ 400 kV line bays: 6 Nos. ➢ 400 kV Bus Reactor along with bays: 1 No. ➢ 400 kV Sectionalization bay: 2 sets	•Robertsganj PS - AIS •765/400 kV 1500 MVA ICT- 4 Nos. (13x500 MVA including one spare unit) •765 kV ICT bays- 4 Nos. •400 kV ICT bays- 4 Nos. •240 MVAr Bus Reactor- 2 Nos. (7x80 MVAr, including one spare unit) •765 kV Bus reactor bays- 2 Nos. •125 MVAr Bus Reactor- 2 Nos. •400 kV Bus reactor bays- 2 Nos. •765 kV line bays at Robertsganj PS – 6 Nos. (for Robertsganj PS – Prayagraj S/s D/c line & LILO of both circuits of Varanasi- Gaya 2xS/c line at Robertsganj PS) •400 kV line bays– 2 Nos. (for PSP interconnection)
2.	LILO of both circuits of 765 kV Varanasi-Gaya 2xS/c line at Robertsganj PS along with 240 MVAr switchable line reactor at each ckt of Robertsganj PS end of 765 kV Robertsganj PS - Gaya 2xS/c line (after LILO)	a. Line Length ckt 1 ~ 65 km (LILO length) b. Line Length ckt 2 ~ 75 km (LILO length) •240 MVAr switchable line reactors at Robertsganj PS end – 2 Nos. •Switching equipment for 240 MVAr switchable line reactors at Robertsganj PS end – 2 Nos.
3.	Robertsganj PS – Prayagraj S/s 765 kV D/c line along with 330 MVAr line reactor at each circuit of Robertsganj end of Robertsganj PS – Prayagraj S/s 765 kV D/c line	•Line Length – (~185 km) •765 kV line bays at Prayagraj S/s – 2 Nos. •765 kV, 330 MVAr switchable line reactors at Robertsganj PS – 2 Nos. •Switching equipment for 765 kV 330 MVAr switchable line reactors at Robertsganj PS – 2 Nos. •110 MVAr (765 kV) spare reactor single phase unit at Robertsganj PS end – 1 No.

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Note 1: Developer of Prayagraj S/s shall provide space for 2 Nos. of 765 kV line bays at 765 kV Prayagraj S/s for termination of Robertsganj PS – Prayagraj S/s 765 kV D/c line.

Note 2: The transmission scheme shall be bidded out only after concurrence of at least one DPR of Pumped Storage Projects in Sonbhadra District, Uttar Pradesh by CEA.

3. Transmission system for evacuation of power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)

Tentative implementation timeframe: 27 Months

BPC: PFC Consulting Limited

Scope:

Sl. No.	*Scope of the Transmission Scheme*	*Capacity/km*
1.	Establishment of 3x1500 MVA, 765/400 kV & 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor. Future provisions: Space for ➢ 765/400 kV, 1500 MVA ICT along with bays- 3 Nos. (on Sec-II) ➢ 765 kV line bays along with switchable line reactors– 6 Nos. (2 Nos. on Sec-I & 4 Nos. on Sec- II) ➢ 765 kV, 330 MVAr Bus Reactor along with bay: 2 Nos. (on Sec-II) ➢ 765 kV Sectionaliser: 1 set ➢ 400 kV line bays along with switchable line reactors– 9 Nos. (3 on Sec-I & 6 on Sec-II) ➢ 400/220 kV, 500 MVA ICT along with bays- 8 Nos. (3 on Sec-I & 5 on Sec-II) ➢ 400 kV, 125 MVAr Bus Reactor along with bays: 2 Nos. (Sec-II) ➢ 400 kV Sectionalization bay: 1-set ➢ 220 kV line bays: 12 Nos. (4 Nos. on Sec-I & 8 Nos. on Sec-II) ➢ 220 kV Sectionalization bay: 1 set ➢ 220 kV TBC: 1 No. ➢ 220 kV BC: 1 No. ➢ 2 Nos. STATCOM (±400 MVAr) along with 2x125 MVAr MSC & 1x125 MVAr MSR and associated bays- 2 Nos. (1 on 400 kV Sec-I and 1 on 400 kV Sec-II)	•765/400 kV, 1500 MVA ICT- 3 Nos. •400/220 kV, 500 MVA ICT – 2 Nos. •765 kV ICT bays- 3 Nos. •400 kV ICT bays- 5 Nos. •220 kV ICT bays – 2 Nos. •330 MVAr 765 kV bus reactor-2 Nos. •125 MVAr 420 kV bus reactor-2 Nos. •765 kV reactor bay- 2 Nos. •765 kV line bay- 2 Nos. (for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line) •400 kV line bays- 5 Nos. (2 Nos. for termination of Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/c line (Quad Moose / High Capacity); 2 Nos. for interconnection of Greenko PSP & 1 No. for RE interconnection) •400 kV reactor bay- 2 Nos. •220 kV TBC – 1 No. •220 kV BC – 1 No. •220 kV line bays – 4 Nos. (for RE Interconnection) •500 MVA, 765/400 kV 1-Ph Spare ICT-1 No. •110 MVAr, 765 kV, 1-ph reactor (spare unit for bus reactor)-1 No.
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line	•90 km (approx.)

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3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line	•765 kV line bays– 2 Nos.
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500 MVA ICT (3rd)	•400/220 kV, 500 MVA ICT-1 No. •400 kV ICT bay- 1 No. •220 kV ICT bay- 1 No.
Note: *a.* *M/s Apraava Energy Pvt. Ltd. (AEPL) shall provide space for above scope of work at Karera S/s.* *b.* *Location of the substation shall be finalised near South of Sabalgarh in consultation with CEA, RUMSL and other stakeholders.* *c.* *MPPTCL shall ensure development of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/c line (Quad Moose / High Capacity) in matching time-frame of above scheme.*		

2. The appointment of the Bid Process Coordinator is subject to the conditions laid down in the Guidelines issued by Ministry of Power in this regard, amended from time to time.

3. BPCs shall ensure RoW optimization as per the CEA's Committee report dated 24.09.2024 for calculation of reduction of Right of Way (RoW) Width through Technological Options.

4. Further, the route must be finalised after validation on PM Gati Shakti portal and physical survey.

[F.No. 15/3/2018-Trans-Part(4)]

NAOREM INDRAKUMAR SINGH, Under Secy. (Transmission)

अधिसूचना

नई दिल्ली, 18 मार्च, 2025

का.आ. 1324(अ).—नीचे दी गई तालिका में उल्लिखित राजपत्र अधिसूचना के माध्यम से टैरिफ आधारित प्रतिस्पर्धी बोली (टीबीसीबी) के अंतर्गत कार्यान्वयन के लिए निम्नलिखित पारेषण योजना को अधिसूचित किया गया था:–

योजना/पैकेज का नाम	राजपत्र अधिसूचना जिसके द्वारा योजना को अधिसूचित किया गया
भुज-II पीएस में आईसीटी संवर्धन और बस रिएक्टर का प्रावधान	का. आ. 3545(अ) दिनांक 21.08.2024 (एफ.सं.15/3/2018-ट्रांस-पार्ट(4))

2. उपर्युक्त योजना को दिनांक 06.02.2025 को आयोजित राष्ट्रीय पारेषण समिति (एनसीटी) की 27वीं बैठक में विनियमित टैरिफ तंत्र (आरटीएम) मोड के अंतर्गत कार्यान्वयन के लिए अनुशंसित किया गया था। इस प्रकार, उपर्युक्त योजना/पैकेज, इसके कार्यक्षेत्र सहित, एतद्वारा गैर-अधिसूचित की जाती है।

[फा.सं.15/3/2018-ट्रांस-पार्ट(4)]

नाओरेम इंद्रकुमार सिंह, अवर सचिव (ट्रांस)

MORENA I SEZ TRANSMISSION LIMITED

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NOTIFICATION

New Delhi, the 18th March, 2025

S.O. 1324(E).— The following transmission scheme was notified for implementation under Tariff Based Competitive Bidding (TBCB) vide Gazette Notification mentioned in below table: —

Name of the Scheme/ Package	Gazette Notification by which Scheme was notified
Provision of ICT Augmentation and Bus Reactor at Bhuj-II PS	S.O. 3545(E). Dated 21.08.2024 (F.No. 15/3/2018-Trans-Pt(4))

2. Above mentioned scheme was recommended for implementation under Regulated Tariff Mechanism (RTM) mode in 27th meeting of the National Committee on Transmission (NCT), held on 06.02.2025. As such, above scheme/ package, including its scope is hereby de-notified.

[F. No. 15/3/2018-Trans-Pt(4)]

NAOREM INDRAKUMAR SINGH, Under Secy. (Trans)

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GORAKHA NATH YADAVA

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STANDARD SINGLE STAGE REQUEST FOR PROPOSAL DOCUMENT

FOR

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

TO

ESTABLISH INTER-STATE TRANSMISSION SYSTEM

FOR

TRANSMISSION SYSTEM FOR EVACUATION OF POWER FROM RE PROJECTS IN MORENA SEZ IN MADHYA PRADESH-PHASE I (2500 MW)

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

April 03, 2025

MORENA SEZ TRANSMISSION LIMITED

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

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

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Inter-State Transmission System for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" is issued by PFC Consulting Limited.

This RFP document is issued to -

M/s. _____

_____

_____

_____

_____

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

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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 India, Ministry of Power, vide its notification No. CG-DL-E-21032025-261808 dated 19.03.2025 has notified PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Inter-State transmission system for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** through tariff based competitive bidding process.

2. PFC Consulting Limited (PFCCL) (hereinafter referred to as BPC) hereby invites all prospective Bidders for issue of Request for Proposal (RFP) for selection of Bidder as Transmission Service Provider (TSP) on the basis of international competitive bidding in accordance with the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under section – 63 of The Electricity Act, 2003 and as amended from time to time. The responsibility of the TSP would be to establish the following Inter-State Transmission scheme **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** (hereinafter referred to as 'Project') on build, own, operate & transfer basis and to provide transmission service:

Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)		
Sl. No.	**Name of the Transmission Element**	**Scheduled COD as per Gazette Notification**
1.	Establishment 3x1500 MVA, 765/400 kV & 2x500MVA,400/220kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor ➢ 765/400 kV, 1500 MVA ICT-3 Nos. ➢ 400/220 kV, 500MVA ICT – 2 Nos. ➢ 765 kV ICT bays- 3 Nos. ➢ 400 kV ICT bays- 5 Nos. ➢ 220 kV ICT bays – 2 Nos. ➢ 330 MVAr 765 kV bus reactor-2 Nos. ➢ 125 MVAr 420 kV bus reactor 2 Nos. ➢ 765 kV reactor bay- 2 Nos. ➢ 765 kV line bay- 2 Nos. *(for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line)* ➢ 400 kV line bays- 5 Nos. *(2 No. for termination of Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line*	27 months From effective date as per TSA

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Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)		
Sl. No.	**Name of the Transmission Element**	**Scheduled COD as per Gazette Notification**
	(Quad Moose / High Capacity) line; 2 Nos. for interconnection of Greenko PSP & 1 no for RE interconnection) ➢ 400 kV reactor bay- 2 Nos. ➢ 220 kV TBC – 1 No. ➢ 220 kV BC – 1 No. ➢ 220 kV line bays – 4 Nos. (*for RE Interconnection*) ➢ 500 MVA, 765/400 kV 1-Ph Spare ICT-1 No. ➢ 110 MVAr, 765 kV, 1-ph reactor (spare unit for bus reactor)-1 No. **Future Scope (Space for)**: ➢ 765/400 kV, 1500 MVA ICT along with bays-3 Nos. (on Sec-II) ➢ 765 kV line bays along with switchable line reactors– 6 Nos. (2Nos. on Sec-I & 4 Nos. on Sec- II) ➢ 765 kV, 330MVAr Bus Reactor along with bay: 2 Nos. (on Sec-II) ➢ 765 kV Sectionaliser: 1 set ➢ 400 kV line bays along with switchable line reactors– 9 Nos. (3 on Sec-I & 6 on Sec-II) ➢ 400/220 kV, 500MVA ICT along with bays-8 Nos. (3 on Sec-I & 5 on Sec-II) ➢ 400 kV, 125MVAr Bus Reactor along with bays: 2 Nos. (Sec-II) ➢ 400 kV Sectionalization bay: 1-set ➢ 220 kV line bays: 12 Nos. (4 Nos. on Sec-I & 8 Nos. on Sec-II) ➢ 220 kV Sectionalization bay: 1set ➢ 220 kV TBC: 1 No. ➢ 220 kV BC: 1 No. ➢ 2 Nos. STATCOM (±400 MVAr) along with 2x125 MVAr MSC & 1x125 MVAr MSR and associated bays- 2Nos. (1 on 400 kV Sec-I and 1 on 400 kV Sec-II)	
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line -90 km (approx.)	
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line ➢ 765 kV line bays– 2 Nos.	
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500MVA ICT (3rd) ➢ 400/220 kV, 500 MVA ICT-1 No.	

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Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)		
Sl. No.	**Name of the Transmission Element**	**Scheduled COD as per Gazette Notification**
	➢ 400 kV ICT bay- 1 No. ➢ 220 kV ICT bay- 1 No.	

Note:

a. *M/s Apraava Energy Pvt. Ltd. (AEPL) shall provide space for above scope of work at Karera S/s (free of cost).*
b. *Location of the substation shall be finalized near South of Sabalgarh in consultation with CEA, RUMSL and other stakeholders.*
c. *MPPTCL shall ensure development of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) linein matching timeframe of above scheme.*

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

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

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

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

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

5. The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of **SPV [which is under**

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incorporation] along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, twenty (20) days prior to the Bid Deadline.

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

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

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

7. **Transmission Charges**: The Transmission Charges shall be payable by the Designated ISTS Customers in Indian Rupees through the CTU as per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time. Bidders shall quote the Transmission Charges as per the pre-specified structure, as mentioned in the RFP.

8. **Issue of RFP document:** The detailed terms and conditions for qualification and selection of the Transmission Service Provider for the Project and for submission of Bid are indicated in the RFP document. All those interested in purchasing the RFP document may respond in writing to **General Manager, Tel. +91 11 23443912, Fax +91 11 23443990, Email: pfccl.itp@pfcindia.com** at the address given in para 12 below with a non-refundable fee of Rs.5,00,000/- (Rupees Five Lakh Only) or US$7,000/- (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 **09.06.2025.** Immediately after issuance of RFP document, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure B, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and shall be submitted by the Bidder in two (2) originals in a separate envelope, duly superscripted with Pre-Award Integrity Pact. The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi. In case the Bidder is in a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately.

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The RFP document shall be issued to the Bidders on any working day from **03.04.2025 to 09.06.2025, between 10:30 hours (IST) to 15:00 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.

9. **Receipt and opening of Bid:** The Bid must be uploaded online through the electronic bidding platform on or before **15:00 hours (IST) on 09.06.2025**. Technical Bid will be opened by the Bid Opening Committee on the same day at **15:30 hours (IST)** in the office of Central Electricity Authority, in the online presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be opened on the next working day at the same time and venue. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause **3.2** to **3.4** shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer.

10. 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.

11. **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
Fax + 91-11-23443990
Email: pfccl.itp@pfcindia.com

DISCLAIMER

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

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

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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,

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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-enacted from time to time, in that order.

The following terms are defined for use in this RFP:

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

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

i. controls or
ii. is controlled by or
iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and "**control**" means ownership by one entity of at least twenty six percent (26%) of the voting rights of the entity. As an illustration a chart is annexed hereto as Annexure – 12;

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

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

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

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

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

"Bid Bond" shall mean the unconditional and irrevocable bank guarantee for **Rs.20.80 crore (Rupees Twenty Crore and Eighty 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;

"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;

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"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;

"Bid Security Declaration" shall mean the declaration to be submitted along with the Technical Bid by the Bidder in lieu of the Bid Bond, as per the format prescribed in Annexure 14A [only applicable for projects for which RFP has been issued before 31.12.2021];

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Government" shall mean the Central Government;

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

"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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Transmission Service Agreement (TSA),
b. Share Purchase Agreement,
c. Agreement(s) required, if any, under Central Electricity Regulatory Commission

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(Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time and

d. Any other agreement, as may be required;

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

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

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

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

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

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

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

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

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

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

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

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

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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.

KHAVDA RENEW SEZ TRANSMISSION LIMITED

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SECTION – 1

INTRODUCTION

MORENA I SEZ TRANSMISSION LIMITED

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SECTION 1

1. INTRODUCTION

1.1 The Government of India, Ministry of Power, vide its notification No. CG-DL-E-21032025-261808 dated 19.03.2025 has notified PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Inter-State transmission system for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** through tariff based competitive bidding process.

The BPC hereby invites Bids from all prospective Bidders in accordance with this Request for Proposal (RFP) to select prospective Transmission Service Provider (TSP) in accordance with the "Tariff Based Competitive-Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under Section – 63 of the Electricity Act. The BPC shall select the Bidder having the prescribed technical and financial capability to become TSP and be responsible for establishing the Project in the state of Madhya Pradesh. The TSP will make the Project available against payment of Transmission Charges, as adopted by the Commission, payable to the TSP, as per Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time.

1.2 The TSP will be required to establish the following Inter State Transmission System for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** (hereinafter referred to as 'Project') on build, own, operate and transfer basis, and to provide transmission service.

Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)		
Sl. No.	**Name of the Transmission Element**	**Scheduled COD as per Gazette Notification**
1.	Establishment 3x1500 MVA, 765/400 kV & 2x500MVA,400/220kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor ➢ 765/400 kV, 1500 MVA ICT-3 Nos. ➢ 400/220 kV, 500MVA ICT – 2 Nos. ➢ 765 kV ICT bays- 3 Nos. ➢ 400 kV ICT bays- 5 Nos. ➢ 220 kV ICT bays – 2 Nos. ➢ 330 MVAr 765 kV bus reactor-2 Nos. ➢ 125 MVAr 420 kV bus reactor 2 Nos. ➢ 765 kV reactor bay- 2 Nos. ➢ 765 kV line bay- 2 Nos. *(for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line)* ➢ 400 kV line bays- 5 Nos. *(2 No. for termination of Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line*	27 months From effective date as per TSA

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Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)		
Sl. No.	**Name of the Transmission Element**	**Scheduled COD as per Gazette Notification**
	(Quad Moose / High Capacity) line; 2 Nos. for interconnection of Greenko PSP & 1 no for RE interconnection) ➢ 400 kV reactor bay- 2 Nos. ➢ 220 kV TBC – 1 No. ➢ 220 kV BC – 1 No. ➢ 220 kV line bays – 4 Nos. (*for RE Interconnection*) ➢ 500 MVA, 765/400 kV 1-Ph Spare ICT-1 No. ➢ 110 MVAr, 765 kV, 1-ph reactor (spare unit for bus reactor)-1 No. **Future Scope (Space for)**: ➢ 765/400 kV, 1500 MVA ICT along with bays-3 Nos. (on Sec-II) ➢ 765 kV line bays along with switchable line reactors– 6 Nos. (2Nos. on Sec-I & 4 Nos. on Sec- II) ➢ 765 kV, 330MVAr Bus Reactor along with bay: 2 Nos. (on Sec-II) ➢ 765 kV Sectionaliser: 1 set ➢ 400 kV line bays along with switchable line reactors– 9 Nos. (3 on Sec-I & 6 on Sec-II) ➢ 400/220 kV, 500MVA ICT along with bays-8 Nos. (3 on Sec-I & 5 on Sec-II) ➢ 400 kV, 125MVAr Bus Reactor along with bays: 2 Nos. (Sec-II) ➢ 400 kV Sectionalization bay: 1-set ➢ 220 kV line bays: 12 Nos. (4 Nos. on Sec-I & 8 Nos. on Sec-II) ➢ 220 kV Sectionalization bay: 1set ➢ 220 kV TBC: 1 No. ➢ 220 kV BC: 1 No. 2 Nos. STATCOM (±400 MVAr) along with 2x125 MVAr MSC & 1x125 MVAr MSR and associated bays- 2Nos. (1 on 400 kV Sec-I and 1 on 400 kV Sec-II)	
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line -90 km (approx.)	
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line 765 kV line bays– 2 Nos.	
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500MVA ICT (3rd)	

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Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)		
Sl. No.	**Name of the Transmission Element**	**Scheduled COD as per Gazette Notification**
	➢ 400/220 kV, 500 MVA ICT-1 No. ➢ 400 kV ICT bay- 1 No. ➢ 220 kV ICT bay- 1 No.	

Note:

a. *M/s Apraava Energy Pvt. Ltd. (AEPL) shall provide space for above scope of work at Karera S/s (free of cost).*
b. *Location of the substation shall be finalized near South of Sabalgarh in consultation with CEA, RUMSL and other stakeholders.*
c. *MPPTCL shall ensure development of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) linein matching timeframe of above scheme.*

1.3 Project Description

Govt. of India has set a target for establishing 500 GW capacity from non-fossil energy sources by 2030. In this direction, various RE Potential zones have been identified and declared in Madhya Pradesh. Morena area of Madhya Pradesh is one among the identified zones with RE potential of about 3.9 GW.

As per potential identified by MNRE, Morena district of Madhya Pradesh is a Renewable Energy (RE) zone with potential of 3.9 GW (Phase I- 2.5 GW by Dec-27 and Phase II-1.4 GW by Dec-30).

For evacuation of this 2.5 GW capacity (Phase-I) from Morena district of Madhya Pradesh and for feeding power to 400/220 kV Sabalgarh (New) S/s of MPPTCL, establishment of 765/400 kV Morena PS near south of Sabalgarh is proposed with 3x1500 MVA 765/400 kV, 2x500 MVA, 400/220 kV ICTs and Morena PS – Karera (Near Datia) 765 kV D/Cline. The scheme will facilitate integration of 2.5 GW RE injection into the ISTS network as well as development of ISTS in Sabalgarh area. The detailed scope of work is mentioned below.

The subject Transmission system was deliberated and approved in the 27th NCT meeting held on 06.02.2025. Ministry of Power (MoP) vide Gazette notification dated 19.03.2025 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 [which is under incorporation]** along with all its related assets and liabilities as per the provisions

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of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, twenty (20) days prior to the Bid Deadline.

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

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

1.6 Brief Scope of Work

1.6.1 Scope of Transmission Service Provider

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

1.6.1.1 Establishment, operation and maintenance of the Project on build, own, operate and transfer basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment and forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing and commissioning. Further, the actual location of substations, switching stations or HVDC terminal or inverter stations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report.
Further, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report

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

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

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

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1.6.1.5 The TSP shall seek approval under Section 164 of Electricity Act, from CEA after acquisition of **SPV [which is under incorporation]**. The approval shall be granted by CEA generally within 30 days but in no case later than 45 days from the date of receipt of application (complete in all aspects).

1.6.2 **Scope of Bid Process Coordinator (BPC)**

BPC's scope of work is briefly outlined hereunder:

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

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

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

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

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

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

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

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

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

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

1.8 The Project is required to be completed progressively in accordance with the schedule

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prescribed in this RFP.

1.9 A company under the Companies Act, 2013 by the name **SPV [which is under incorporation]** has been incorporated to initiate the activities for execution of the Project. The said company shall be acquired by the successful Bidder as per terms and conditions as may be prescribed in RFP.

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

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

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

1.13 The assets of the Project shall be made available on a commercial basis as per the terms and conditions of the Transmission Service Agreement and Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time.

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SECTION – 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

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SECTION – 2

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1 Qualification Requirements

2.1.1 The Bidder should be a company duly incorporated under the relevant laws (Bidding Company) or a Consortium of companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium. The Bidder shall be selected on meeting the Qualification Requirements specified in Section 2 of this RFP, as demonstrated by the Bidder's Technical Bid and the lowest Quoted Transmission Charges discovered from Final Offers quoted during the e-reverse bidding. A Bidding Consortium can participate in the bidding process for the Project if any Member of the Consortium has purchased the RFP document for such Project. Bidder who agree and undertake to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide Orders No. 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, 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:

(i) Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than **Rs.1,040 Crore (Rupees One Thousand and Forty Crore Only)** or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than **Rs.208 Crore (Rupees Two Hundred and Eight Crore Only)** or equivalent USD (calculated as per provisions in Clause 3.4.1).

For this purpose, capital expenditure incurred on projects that have been commissioned/completed at least seven (7) days prior to Bid Deadline shall be considered. The capital expenditure discussed above shall be as capitalized and reflected in the audited books of accounts of the Technically Evaluated Entity. In case a clearly identifiable part of a project has been put into commercial operation, the capital expenditure on such part of the project shall be considered. The Technically Evaluated Entity must have either executed such projects itself or must have held directly or indirectly at least twenty six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of commissioning/completion of

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such project(s).

OR

(ii) Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than **Rs.1,040 Crore (Rupees One Thousand and Forty Crore Only)** or equivalent USD (calculated as per provisions in Clause 3.4.1) from its client(s) for construction works fully completed during the last 5 (five) financial years. However, the payment received from each project shall not be less than **Rs.208 Crore (Rupees Two Hundred and Eight Crore Only)** or equivalent USD (calculated as per provisions in Clause 3.4.1).

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

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

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

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

2.1.3.1 The Bidder must fulfill following financial requirements:

A. Net worth:

Net worth should be not less than **Rs.416 Crore (Rupees Four Hundred and Sixteen 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

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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

2.1.4 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.

2.1.5 The Bidder may seek qualification on the basis of technical and financial capability of its Parent and/ or it's 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

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

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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 Net worth.

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

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contribution of other Members.

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

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

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

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

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

2.2.5 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 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.

2.3.2 Only those Bidders or their authorized representatives, who have purchased the RFP

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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 and Financial Bid through the electronic bidding

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

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

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

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

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

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

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

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

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

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

2.5.1 Bid Formats

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

2.5.2 Technical Bid comprising of:

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

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

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

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

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

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

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

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

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

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

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

10. Undertaking from the Technically / Financially Evaluated Entity(ies) **OR** Undertaking from the Ultimate Parent Company, for total equity investment commitment, in the prescribed format in **Annexure – 10**, to meet any shortfall in the equity investment by the Selected Bidder in the **SPV [which is under incorporation]**.

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

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

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

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

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

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

    OR

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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** Bid Security Declaration as per prescribed format at **Annexure-14 A (as applicable)**;

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.

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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

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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

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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

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

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obligation of the Bidder to furnish the said data / information unless the waiver is in writing.

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

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

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

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

2.5.7 Bidders to inform themselves fully

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

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

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

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

2.5.7.3. The Survey Report has been prepared in good faith, and on best endeavor basis. Neither BPC and 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.

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

2.5.8 Minimum Equity holding/Equity Lock-in

2.5.8.1. (a) The aggregate equity share holding of the Selected Bidder, in the issued and paid up equity share capital of **SPV [which is under incorporation]** shall not be less than Fifty one percent (51%) up to a period of (1) one year after COD of the Project;

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

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

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

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

(d) All transfer(s) of shareholding of **SPV [which is under incorporation]** by any of the entities referred to above, shall be after prior written intimation to the Nodal Agency.

2.5.8.2. The Selected Bidder may invest in the equity share capital of **SPV [which is under incorporation]** through its Affiliate(s) or Ultimate Parent Company or Parent Company. Details of such investment will have to be specified in the Technical Bid as per Format

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2 of Annexure 8 of the RFP. If the Selected Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company, the Selected Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified in Clause 2.5.8.1 and as computed as per the provisions of Clause 2.5.8.3 are still maintained.

2.5.8.3. For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate (s) or Ultimate Parent Company in **SPV [which is under incorporation]** shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in **SPV [which is under incorporation]** then holding of Selected Bidder A in **SPV [which is under incorporation]** shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in **SPV [which is under incorporation]**, then for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in **SPV [which is under incorporation]** shall be fifteen percent (15%), (i.e., 30%* 50%);

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

2.6 Project Schedule

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

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 3x1500 MVA, 765/400 kV & 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor	27 months*	100%	All the elements are required simultaneously to ensure their utilisation.
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of			

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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
	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500 MVA ICT (3rd)			

**From effective date as per TSA*

2.7 Due dates

2.7.1. The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e. on or before **15:00 hours (IST) on 09.06.2025**. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.

2.7.2. Important timelines are mentioned below:

Date	Event
03-04-2025	Issuance of RfP
23-04-2025	Submission of written clarifications/amendments, if any, on the RfP / RfP Project Documents by Bidders so as to reach BPC by 17:00 hours. Such written clarifications/amendments shall be in the format provided in Annexure-20.
30-04-2025	Pre-Bid meeting
13-05-2025	Issue of written clarifications and revised RfP documents
23-05-2025	Issue of final RfP Project Documents
09-06-2025	Submission of Bid (Online submission of Bid through electronic bidding portal)
09-06-2025	Opening of Technical Bid
17-06-2025	Shortlisting and announcement of Qualified Bidders on bidding portal
18-06-2025	Opening of Financial Bid - Initial Offer
19-06-2025	Electronic reverse auction (Financial Bid - Final Offer) for the Qualified Bidders.
23-06-2025	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure l4 by the bidder with lowest Final Offer
27-06-2025	Selection of Successful Bidder and issue of LoI
08-07-2025	Signing of RfP Project Documents and transfer of SPV

2.7.3. To enable BPC to meet the schedule, all Bidders are expected to respond expeditiously during the bidding process. If any milestone/activity falls on a day which is not a working

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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.

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2.10.1 The cost of this RFP is **Rupees Five Lakh only (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 [which is under incorporation]**, along with all its related assets and liabilities, in accordance with the provisions of Clause 2.15.2; or
- Failure to comply with the provisions of Clause 2.15.5 and Clause 2.15.6, leading to annulment of the award of the Project.
- Bidders submitting any wrong information or making any misrepresentation in their Bid as mentioned in Clause 2.5.6.

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

2.11.3. The Bid Bond of the Selected Bidder shall be returned on submission of the Contract

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Performance Guarantee as per Clause 2.12 and the relevant provisions of the Transmission Service Agreement.

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

2.11.5. The Bid Bond of all unsuccessful Bidders shall be returned and released by the BPC on the same day on which the **SPV [which is under incorporation]** is transferred to the Selected Bidder. The Bid Bond of the Successful Bidder shall be returned on submission of Contract Performance Guarantee as per Clause 2.12 of this RFP and the provisions of the Transmission Service Agreement.

2.12 Contract Performance Guarantee

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.52 crore (Rupees Fifty Two Crore Only).** The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.

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 Central Electricity Authority, in the online presence of Bidders' representatives who wish to attend:
Opening of Envelope (Technical Bid): 15:30 hours (IST) on 09.06.2025 or such other dates as may be intimated by BPC to the Bidders.
In the event of any of above dates falling on a day which is not a working day or which is a public holiday, then the bids shall be opened on the next working day at the same venue and time.
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee as may be intimated by BPC to the Bidders in the office of CEA.

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:

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

2.14 Enquiries

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

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

2.15 Other Aspects

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

a) Share Purchase Agreement

When the drafts of the above RFP Project Documents are provided by the BPC, these RFP Project Documents shall form part of this RFP as per Formats – 1 and 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 [which is under incorporation]** from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding of **SPV [which is under incorporation]**, along with all its related assets and liabilities;

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

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

2.15.3. After the date of acquisition of the equity shareholding of **SPV [which is under incorporation]**, along with all its related assets and liabilities, by the Selected Bidder,

i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Nodal Agency,

ii. all rights and obligations of **SPV [which is under incorporation]** , shall be of the TSP,

iii. any decisions taken by the BPC prior to the Effective Date shall continue to be binding on the Nodal Agency and

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

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

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

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

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

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

2.15.8. The annulment of the award, under Clause 2.15.5 or 2.15.6 of this RFP, shall be

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

2.16 Confidentiality

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

a) to their professional advisors;

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

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

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

2.17 Right of the BPC to reject any Bid

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

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

2.19 Fraudulent and Corrupt Practices

2.19.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the 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

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practice during the Bid process, or after the issue of the LoI, such Bidder and 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.

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SECTION - 3

EVALUATION OF THE TECHNICAL AND FINANCIAL BID

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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 or Bid Security Declaration, as applicable;

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

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

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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

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exchange rates certified by their Banker prevailing on the relevant date and used for such conversion. Such Bidders shall submit necessary certification from their Banker for the exchange rate used in the conversation.

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

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

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

3.5. STEP IV - Evaluation of Financial Bids

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

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

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

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

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

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

MORENA RAJASTHAN TRANSMISSION LIMITED

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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.

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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.

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SECTION - 4

ANNEXURES FOR BID

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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

14A. Format for Bid Security Declaration

15. Format for Contract Performance Guarantee
16. Checklist for Technical Bid submission requirements

22. Format for Affidavit

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

Financial Bid

21. Format for Financial Bid

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

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

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

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

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ANNEXURE 1 - COVERING LETTER

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

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

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" 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 Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.

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We hereby also agree and undertake to comply with Department of Expenditure, Ministry of Finance vide Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India.

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

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

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

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

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

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

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

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

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

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

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

14. Bid Bond

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

Or

We have enclosed a Bid Security Declaration as per your proforma (Annexure-14A) [To be inserted for projects wherein RFP has been issued before 31.12.2021 otherwise to be deleted]

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 and 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,

MORENA I SEZ TRANSMISSION LIMITED
VIVEK KARTHIKEYAN Digitally signed by: VIVEK KARTHIKEYAN DN: CN = VIVEK KARTHIKEYAN C = IN O = Personal Date: 2026.02.17 13:30:12 +05'30'

.....

(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

MORENA I SEZ TRANSMISSION LIMITED

VIVEK KARTHIKEYAN
Digitally signed by: VIVEK KARTHIKEYAN
DN: CN = VIVEK KARTHIKEYAN C = IN O = Personal
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ANNEXURE 2 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS

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

Date: .....
From: .....
.....
.....
Tel. No.: .....
Fax No.: .....
E-mail 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 Inter-State Transmission System "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" 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 Inter-State Transmission System for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** 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]

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

The details of contact person are furnished as under:

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

Dated the ..... day of ..... of 20...

Thanking you,

Yours faithfully,

.....
(Signature)

Name: .....
Designation: .....

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

MORENA I SEZ TRANSMISSION LIMITED

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

POWER OF ATTORNEY

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

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for "**Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** 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)

MORENA I SEZ TRANSMISSION LIMITED

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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)

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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)

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

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

Accepted
Specimen signatures of attorney attested

.....
(Signature)

.....

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

(Signature of Notary Public)

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)

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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

MODERNA SEZ TRANSMISSION LIMITED

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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 and others as **Attachment 2** as per Clause 2.1.6 of the RFP.

2. Details of Ownership Structure:

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

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

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

Notes:

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

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

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

.....
(Stamp)

Date: .....
Place: .....

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FORMAT FOR AUTHORISATION

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

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by **PFC Consulting Limited** to verify our Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission system for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** 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: .....

MORENA I SEZ TRANSMISSION LIMITED

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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 [which 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 Nodal Agency.

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 Inter-State Transmission System for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"**.

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.

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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

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under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.

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

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

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

15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RFP Project Document and shall remain valid till the execution of the Share Purchase Agreement, unless expressly agreed to the contrary by the Nodal Agency. Over the term of the Transmission Service Agreement, Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations as amended from time to time shall apply on the Consortium Members.

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

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

THIS CONSORTIUM AGREEMENT:

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

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

c. may not be amended or modified except in writing signed by each of the parties and with prior written consent of the Nodal Agency.

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

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

MORENA I SEZ TRANSMISSION LIMITED

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.....
(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)

MORENA I SEZ TRANSMISSION LIMITED
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Appendix 1 to the Consortium Agreement:

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

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ANNEXURE 7 A - FORMAT FOR QUALIFICATION REQUIREMENT

A. NET WORTH

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" through tariff based competitive bidding process

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

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

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

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

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

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

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

Member – I (Lead Member)

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

i. Name of Member: .....

ii. Total Networth requirement: Rs ..... Crore

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

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

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

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

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

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

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

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Yours faithfully

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

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

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

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

Date: .....

Notes:

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

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

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

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ANNEXURE 7B - FORMAT FOR TECHNICAL REQUIREMENT

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" 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)								

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* 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. 100 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 the project at (3)) whose technical capability has been used for Qualification Requirement	Relationship** with Bidding Company / Lead Member	Project name	Nature of Project (EPC, Turnkey etc)	Relevant Infrastructure sector	Date of 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)						

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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.

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

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

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" 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)

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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: .....

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

.....

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

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

i. Financial capability (Attachment 1):

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

ii. Technical capability (Attachment 2):

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

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;

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- 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

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- 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: .....

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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 Inter-State transmission system "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"

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

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

2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.6.1.2 of the RFP and the TSP shall comply with the provisions contained in the Central Electricity Regulatory Commission Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters Open Access) Regulations, 2009.

3. We give our unconditional acceptance to the RFP dated 03.04.2025 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.

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7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement, to the extent and only in relation to equity lock in and our liability thereof shall get modified to give effect to the provisions of Clause 2.5.8 of this RFP and Article 18.1 of the Transmission Service Agreement. ***(Note:** This is applicable only in case of a Bidding Consortium)*

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

Sl. No.	Name of the Transmission Element	Scheduled COD	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment 3x1500 MVA, 765/400 kV & 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor	27 months*	100%	All the elements are required simultaneously to ensure their utilisation.
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500 MVA ICT (3rd)			

**From effective date as per TSA*

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: As Above

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.

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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 [which is under incorporation]**, pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.

11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of RFP Project Documents.

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)

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Format 2: Details of equity investment in Project

1.1. a Name of the Bidding Company/ Bidding Consortium:

1.1. b Name of the Lead Member in the case of a Bidding Consortium:

1.2 Investment details of the Bidding Company/Member of the Bidding Consortium investing in **SPV [which is under incorporation]** as per Clause 2.5.8.2.

S. No.	Name of the Bidding Company/ Member in case of a Bidding Consortium	Name of the Company investing in the equity of the SPV [which is under incorporation]	Relationship with Bidding Company /Member of the Bidding Consortium	% of equity participation in the [SPV [which is under incorporation]
(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 [which 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

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ANNEXURE 9 -AUTHORISATION FROM PARENT / AFFILIATE OF BIDDING COMPANY / MEMBER OF BIDDING CONSORTIUM WHOSE TECHNICAL / FINANCIAL CAPABILITY HAS BEEN USED BY THE BIDDING COMPANY / MEMBER OF BIDDING CONSORTIUM.

[On the Letter Head of the Parent /Affiliate]

Name: .....
Full Address:.....
Telephone No.: .....
E-mail address: .....
Fax / No.: .....

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

Dear Sir,

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

We refer to the RFP dated 03.04.2025 ('RFP') issued by you for selection of Bidder as Transmission Service Provider for establishing the Inter-State Transmission System for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)**".

We confirm that M/s. ..... (Insert name of Bidding Company/ Consortium Member) has been authorized by us to use our technical and/or financial capability [strikeout whichever is not applicable] for meeting the Qualification Requirements for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"**.

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: .....

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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.

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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 03.04.2025 ('RFP') issued by you regarding setting up of Inter-State transmission system for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** 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 [which 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 [which 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 [which 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 **SPV [which is under incorporation]** by purchase of existing shares or subscribing to the new shares of **SPV [which 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.

MORENA I SEZ TRANSMISSION LIMITED

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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.

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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 [which is under incorporation** representing the entire amount proposed to be invested by the company for the transmission system for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"**, 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. **2. RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such further amount over and above the;..... percentage (__%) limit to the extent becoming necessary towards the total equity share in the _____[SPV [which is under incorporation]], obligatory on the part of the company pursuant to the terms and conditions contained in the Consortium Agreement 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 [which is under incorporation**], which is to be invested by the .....[Name of the Affiliate(s)/ Parent / Ultimate Parent] for the **SPV [which 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.

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[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.]

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Format 2

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

The Board, after discussion, at the duly convened Meeting on ..... [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 / 2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the BPC, in the format specified in the RFP issued by the BPC, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest .....percent (.... %) of the total equity share capital of **SPV [which 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".

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.

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

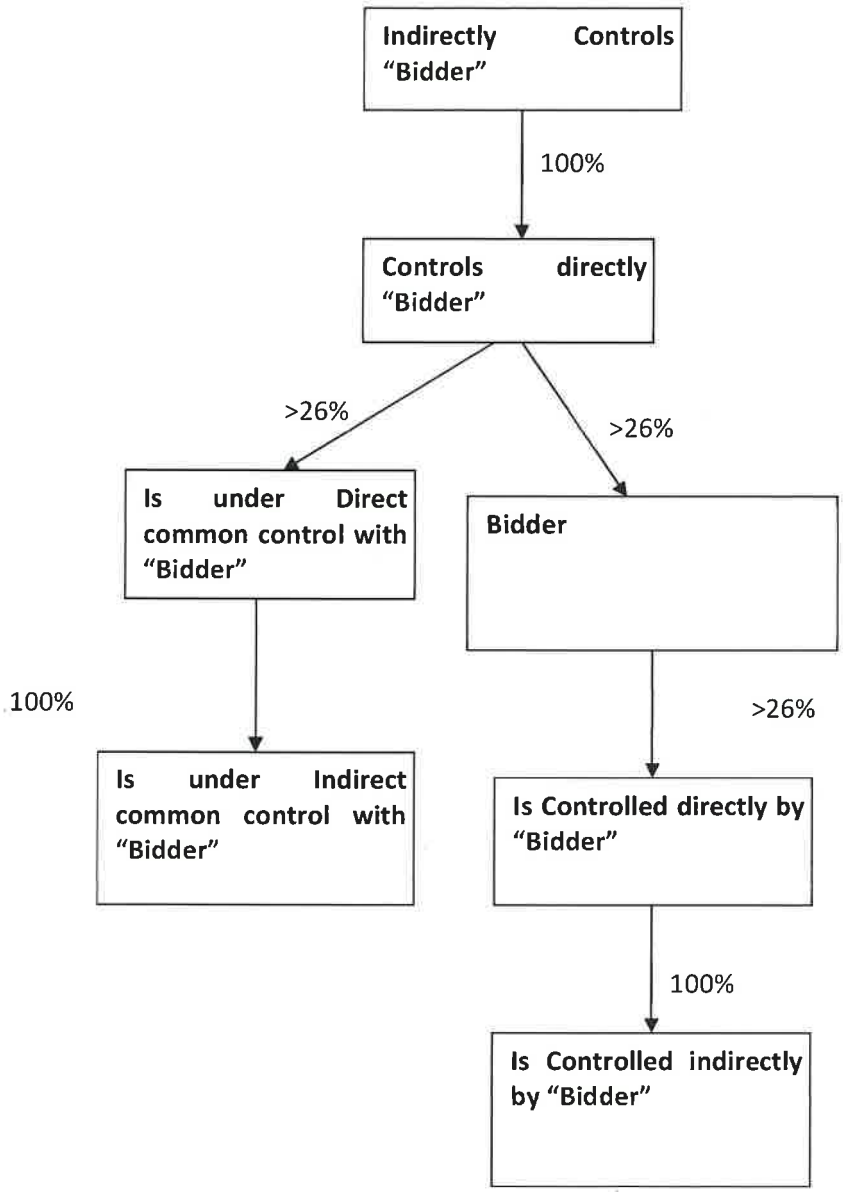
Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from 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

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Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder. b) Format 1 of 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	Yes, by either Parent/ Affiliate(s) whose credentials have been used, or Ultimate Parent

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ANNEXURE 12 - FORMAT FOR ILLUSTRATION OF AFFILIATES



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

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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).

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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 Inter-State transmission system for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** on build, own, operate and transfer basis, in response to the RFP dated 03.04.2025 issued by PFC Consulting Limited, and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of .... [Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____[Name of BPC] or its authorized representative at _____[Address of BPC] forthwith on demand in writing from _____[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore),on behalf of M/s.....[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ..... [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____ Crore). Our Guarantee shall remain in force until ..... [Date to be inserted on the basis of Clause 2.11 of this RFP]. _____ [Name of BPC] or its authorized representative shall be entitled to invoke this Guarantee until ..... [Insert Date, which is three sixty five days (365) days after the date in the preceding sentence]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from _____ [Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to _____ [Name of BPC] or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require _____ [Name of BPC] or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against _____ [Name of BPC] or its authorized representative in respect of any payment made hereunder.

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

MORENA I SEZ TRANSMISSION LIMITED

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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.....
Name and Address

2. .....
Name and Address

Signature: .....
Name: .....

Designation with Stamp:

Signature .....

Attorney as per power of attorney No.....

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

Banker's Stamp and Full Address:

Dated this.....day of..... 20.....

Notes:

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

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ANNEXURE 15 - FORMAT FOR CONTRACT PERFORMANCE GUARANTEE

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

In consideration of the ..... [Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated ..... and the other RFP Project Documents and the Nodal Agency and ....._[Name of BPC], agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the.....[Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Nodal Agency at..... [Insert Place and Address of the Nodal Agency indicated in TSA] forthwith on demand in writing from the Nodal Agency 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 / SPV].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .....and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees ..... Crores (Rs.....) only. Our Guarantee shall remain in force until.....[Insert the date of validity of the Guarantee as per Clause 2.12.1 of the RFP]. The Nodal Agency shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Nodal Agency.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees .....Crores (Rs .....) only and it shall remain in force until [Date to be inserted on the basis of Article 3.1.2 of TSA], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by..... [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Nodal Agency serves upon us a written claim or demand.

In witness where of:

Signature.....
Name: .....
Power of attorney No.:.....

For:

..... [Insert Name of the Bank]
Banker's Seal and Full Address, including mailing address of the Head Office

Notes:

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

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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;	

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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 and 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.		

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	Technical Bid Submission Requirements	Response (Yes / No)
19.	Format for Affidavit by the Bidding Company / each Member of the Consortium	
20.	Format for Authorization submitted in Non-Judicial stamp paper duly notarized.	
21.	Bidders Undertaking and details of Equity Investment	
22.	Proof of Payment of RFP Fees	
23.	Bid Bond/ 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)

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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.

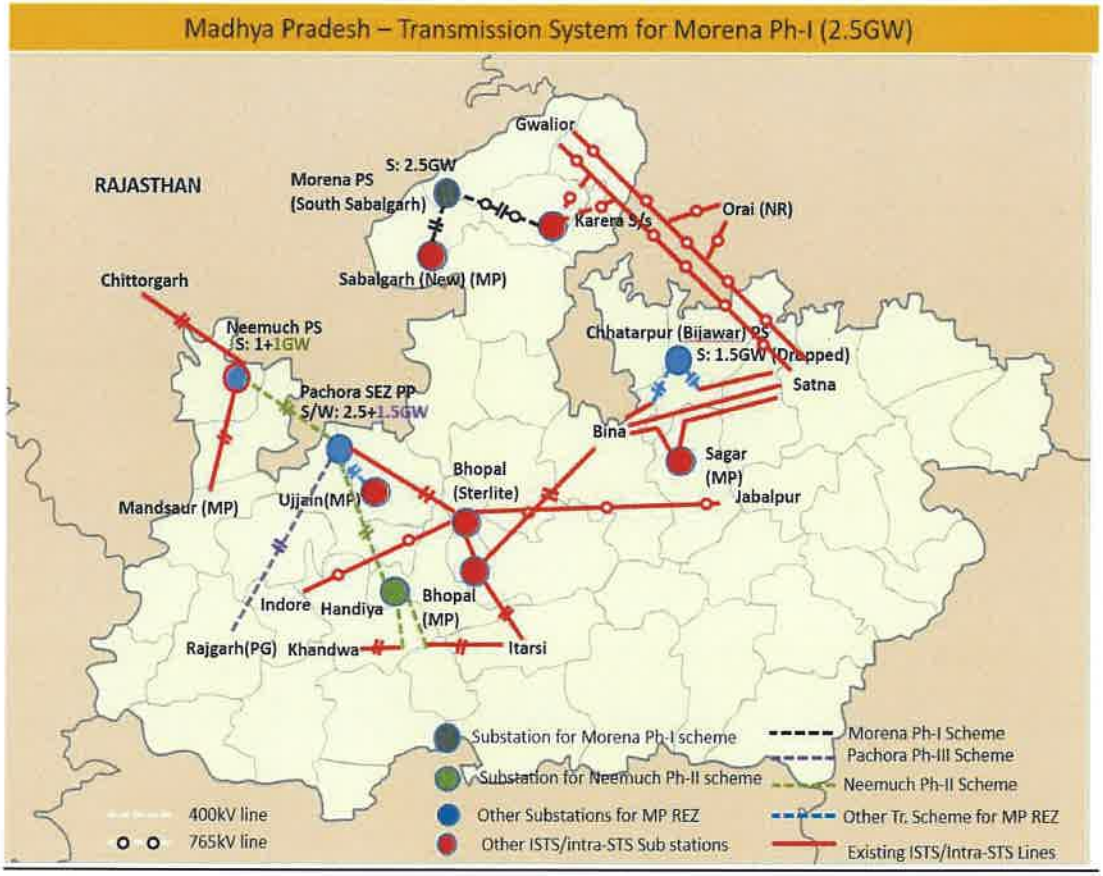
Note:
The above list of banks is indicative and can be modified by the BPC as required and any such change shall not be construed as a deviation from this document.

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ANNEXURE 18 - GRID MAP OF THE PROJECT

Transmission Grid Map indicating the location of the Project is as below.



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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)

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ANNEXURE 20 - LIST FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1: **TRANSMISSION SERVICE AGREEMENT (Provided separately)**

ENCLOSURE 2: **SHARE PURCHASE AGREEMENT (Provided Separately)**

.....

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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.

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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

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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.

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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

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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.

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ANNEXURE B

Draft Pre-Award Integrity Pact

GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month of ..... 20....., between, on one hand, ... [Insert name of BPC] through Shri ..... [Insert Name and 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 and Designation of Authorized Signatory of the Bidder/ Lead Member of Consortium] (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service.

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

NOW, THEREFORE,

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

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

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

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

Commitments of BPC

1.1 The BPC undertakes that no official of the BPC, connected directly or indirectly with the bidding process, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or

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any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the bidding process in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BPC will, during the bidding stage, treat all 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.

1.3 All the officials of the BPC will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the BPC with the full and verifiable facts and the same is *prima facie* found to be correct by the BPC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BPC and such a person shall be debarred from further dealings related to the bidding process. In such a case while an enquiry is being conducted by the BPC the proceedings under the bidding process would not be stalled.

Commitments of Bidder

3. The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre award stage in order to emerge as Selected Bidder or in furtherance to secure it and in particular commits itself to the following:-

3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the bidding process in exchange for any advantage in the bidding, evaluation, contracting and implementation of the bidding process.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC or otherwise in bidding process or for bearing to do or having done any act in relation to bidding process or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the bidding process or any other contract with the Government.

3.3 The Bidder shall disclose the name and address of agents and representatives

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and Indian Bidder shall disclose their foreign principals or associates.

3.4 The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid.

3.5 The Bidder further confirms and declares to the BPC that the Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BPC or any of its functionaries, whether officially or unofficially for selection of Bidder as TSP, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-award negotiations or before signing the Share Purchase Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of the BPC or their family members, agents, brokers or any other intermediaries in connection with the bidding process and the details of services agreed upon for such payments.

3.7 The Bidder will not collude with other parties interested in the bidding process to impair the transparency, fairness and progress of the bidding process.

3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BPC as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BPC.

4. 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

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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)/ Bid Security Declaration (as applicable)

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 and 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:-

(ii) 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.

(iii) 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.

(iv) To immediately cancel the award, if already awarded, without giving any compensation to the Bidder.

(v) 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.

(vi) To debar the Bidder from participation in any tender or RFP issued by any BPC for an indefinite period.

(vii) 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

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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 Jeyakodi Virusankulam Kumarasamy, IAS (Retd.)
R/o 3F, Orchid Villa, 6" Avenue,
Harrington Road, Chetpet,
Chennai-600031
Mob No – 9176699444
Email ID- jeyakodivk@gmail.com

Shri Sanjiv Garg IRTS (Retd.)
A-14/1, Vasant Vihar,
New Delhi-110057.
Mob No – 9818798390
Email ID- sanjivgarg.india@gmail.com

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

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an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of the BPC/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BPC / Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BPC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BPC.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and upto 6 months from the date of transfer of project specific SPV i.e. signing of Share Purchase Agreement with BPC. In case Bidder is unsuccessful, this Integrity Pact shall expire after 15 days from the date of transfer of project specific SPV to successful bidder.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The Parties hereby sign this Integrity Pact at_____ on _____.

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Bid Process Coordinator (BPC)	**BIDDER**
Name of the Officer Designation Name of the BPC with address Witness: 1._____ 2._____	Name of Whole time Director/Authorized Signatory Name of the Bidder with address Witness: 1._____ 2._____

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ANNEXURE C

Location details of existing/proposed substations:

a) **765/400/220 kV Morena PS:** New substation which is to be implemented under present scheme

b) **Karera 765/400/220 kV PS:** 25°39'55.23"N, 78°16'18.30"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.*

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ANNEXURE D

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

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

A.1.0 Selection of tower type shall be made as per CEA Regulations, however, in case lattice type towers are used, the following shall also be applicable:

A.2.0 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.

A.3.0 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

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

A.4.0 Transmission Service Provider (TSP) shall adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

A.5.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of High Intensity Winds (HIW) due to thunderstorms, dust storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.

A.6.0 Selection of reliability level for design of tower shall be as per CEA Regulation (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

A.7.0 A) In case of construction of transmission line of Voltage level of 400 kV and above, under-crossing of the existing transmission line shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall

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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 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

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

E) For crossing of railways, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.

A.8.0 The relevant conductor configuration shall be as follows: -

1. Morena PS – Karera 765 kV D/C line

Type of conductor: ACSR / AAAC / AL59

Basic Parameters:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
765 kV D/C (Hexa Bundle) Transmission Lines	**Zebra : Stranding** 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 mm^2, 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, 487.5 mm^2 Aluminium alloy area 28.71 mm diameter Maximum DC Resistance at 20°C (Ω/km): 0.06815 Minimum UTS: 135.6 kN	**Stranding details:** 61/3.08 mm, 454 mm^2 Aluminium alloy area 27.72 mm diameter Maximum DC Resistance at 20°C (Ω/km): 0.0653 Minimum UTS: 108 kN	457 mm

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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 ^{O}C.*

A.9.0 The required phase to phase spacing and horizontal spacing for 765 kV line shall be governed by the tower design as well as minimum live metal clearances for 765 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.

A.10.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered:

I. **Minimum live metal clearances for 765 kV line:**

a) (i) Under stationary conditions

From tower body: For 765 kV D/C: 6.1 m

For 765 kV S/C: 5.6 m

(ii) Under swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (25º)	4.4 m
b) Swing angle (55º)	1.3 m

b) Minimum ground clearance for 765 kV line: 18 m

c) Minimum mid span separation between earth-wire and conductor for 765 kV line: 9.0 m

A.11.0 Shielding angle shall not exceed 10 deg for 765 kV D/C transmission line.

A.12.0 The Fault current for design of line shall be 50 kA for 1 sec for 765 kV.

A.13.0 In case of 400 kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of Galvanized Stranded Steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.

A.14.0 Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 km distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.

A.15.0 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

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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.16.0 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 transmission line. In order to optimize the route, use of GATISHAKTI platform shall also be made.

A.17.0 Wherever, transmission lines are passing through cyclone prone areas i.e., areas up to 60 km from coast following shall also be applicable:

a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction, which also includes open sea coasts, open stretch of water, desert and flat treeless plains.

b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.

c) The number of consecutive spans between the section points/ angle point shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.18.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m^2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.

b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m^3.

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

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

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

A.19.0 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 High Flood Level (HFL) 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.20.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level, which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to CEA, CTU and BPC by the TSP.

A.21.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.22.0 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

A.23.0 The stringing of the transmission line in the forest area shall be carried out through drones.

A.24.0 The tower shall be designed considering the porcelain Insulators with creepage factor of 31 mm/ kV irrespective of type of insulator used.

A.25.0 RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.

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SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed Morena PS shall be conventional Air Insulated Substation (AIS) type conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, as amended from time to time.
Extension of proposed Karera S/s shall be conventional Air Insulated Substation (AIS) type conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.
Other CEA Regulations/guidelines as amended up to date and MoP guidelines, as applicable, shall also be followed.

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	765/400/220 kV Morena PS (AIS)			765/400/220 kV Karera S/s (AIS)		
		765 kV System	400 kV System	220 kV System	765 kV System	400 kV System	220 kV System
1.	System Operating Voltage	765 kV	400 kV	220 kV	765 kV	400 kV	220 kV
2.	Maximum voltage of the system (rms)	800 kV	420 kV	245 kV	800 kV	420 kV	245 kV
3.	Rated Frequency	50 Hz	50 Hz	50 Hz	50 Hz	50 Hz	50 Hz
4.	No. of Phases	3	3	3	3	3	3
5.	Rated Insulation Levels						
i)	Lightning Impulse Withstand Voltage for (1.2/50 micro sec.) - for Equipment other than Transformer and Reactor - for Insulator String	2100 kVp 2100 kVp	1425 kVp 1550 kVp	1050 kVp 1050 kVp	2100 kVp 2100 kVp	1425 kVp 1550 kVp	1050 kVp 1050 kVp
ii)	Switching Impulse Withstand Voltage	1550 kVp	1050 kVp	--	1550 kVp	1050 kVp	--

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	(250/2500 micro sec.) dry and wet						
iii)	One minute power frequency dry withstand voltage (rms)	830 kV	630 kV	--	830 kV	630 kV	--
iv)	One minute power frequency dry and wet withstand voltage (rms)	--	--	460 kV	--	--	460 kV
6.	Corona Extinction Voltage	508 kV	320 kV	--	508 kV	320 kV	--
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	2500 micro-volts at 508 kV rms	1000 micro-volts at 266 kV rms	1000 micro-volts at 156 kV rms	2500 micro-volts at 508 kV rms	1000 micro-volts at 266 kV rms	1000 micro-volts at 156 kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	24800 mm (31 mm/kV)	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)	24800 mm (31 mm/kV)	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)
9.	Minimum Creepage distance for Switchyard equipment	20000 mm (25 mm/kV)	10500 mm (25 mm/kV)	6125 mm (25 mm/kV)	20000 mm (25 mm/kV)	10500 mm (25 mm/kV)	6125 mm (25 mm/kV)
10.	Max. Fault Current	50 kA	63 kA	50 kA	50 kA	63 kA	50 kA
11.	Duration of Fault	1 sec	1 sec	1 sec	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	765 kV side	400 kV side	220 kV side
765/400/220 kV Morena PS (AIS)	One and Half breaker	One and Half breaker	Double Main and Transfer
765/400/220 kV Karera S/s (AIS)	One and Half breaker	One and Half breaker	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.*

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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. Further, Spare 1-phase Shunt Reactor unit shall be placed and connected in such a way that the spare unit can be utilized for all the bus and switchable line reactor banks (including future reactor banks) without its physical movement.*

v) *Space for 765 kV and 400 kV future line bays shall be kept considering provision of switchable line reactors.*

vi) ***Space Provision for Future Bus sectionalizer:***
One (1) set of future bus sectionalizer for 765 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.
One (1) set of future bus sectionalizer for 400 kV shall comprise Two (2) Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.
One (1) set of future bus sectionalizer for 220 kV shall comprise Two (2) Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.

vii) *TSP shall plan connectivity of line and transformer feeders to bus bar in such a way that all power can be evacuated successfully without crossing the thermal limit at any point of bus-bar.*

viii) *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.*

ix) **765/400/220 kV Morena PS:**
Provision of 765 kV Bus Sectionalization (Future) and space provision shall be with the following feeder distribution.

765 kV Bus Section-1	***765 kV Bus Section-2 (Future)***
a) 2 Nos. of present 765 kV Line b) 3 Nos. of present 765/400 kV ICT c) 2 Nos. of present 765 kV Bus Reactor *d) 2 Nos. of future 765 kV line along with switchable line reactor*	*a) 4 Nos. of future 765 kV line along with switchable line reactor* *b) 3 Nos. of future 765/400 kV ICT* *c) 2 Nos. of future 765 kV Bus Reactor*

Provision of 400 kV Bus Sectionalization (Future) and space provision shall be with the following feeder distribution.

400 kV Bus Section-1	***400 kV Bus Section-2 (Future)***
a) 3 Nos. of 765/400 kV ICT b) 2 Nos. of 400/220 kV ICT c) 2 Nos. of present 420 kV Bus	*d) 3 Nos. of future 765/400 kV ICT* *e) 5 Nos. of future 400/220 kV ICT* *f) 6 Nos. of future 400 kV Lines with*

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400 kV Bus Section-1	*400 kV Bus Section-2 (Future)*
Reactor d) 5 Nos. of present 400 kV Lines* *e) 3 Nos. of future 400/220 kV ICT* *f) 3 Nos. of future 400 kV Lines with Switchable line reactor* *g) 1 No. of future STATCOM*	*Switchable line reactor* *g) 2 Nos. of future 420 kV Bus Reactor* *h) 1 No. of future STATCOM*

Provision of 220 kV Bus Sectionalization (Future) and space provision shall be with the following feeder distribution.

220 kV Bus Section-1	*220 kV Bus Section-2 (Future)*
a) 2 Nos. of present 400/220 kV ICT b) 4 Nos. of present 220 kV Lines* c) 1 No. of present BC d) 1 No. of Present TBC *e) 03 Nos. future 400/220 kV ICT.* f) *04 Nos. future 220 kV Line.*	*a) 08 Nos. future 220 kV Line.* *b) 05 Nos. future 400/220 kV ICT.* *c) 1 No. of future BC* *d) 1 No. of future TBC*

** Line bays shall be complete along with line side equipment (such as LA, CVT, Wave Trap), gantry, protection panel etc. for termination of 400 kV and 220 kV lines for interconnection of RE Projects/PSP/MPPTCL.*

x) **765/400/220 kV Karera S/s Extn:**

765 kV: One circuit of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line shall be terminated in new diameter for which Main & Tie bays shall be constructed under present scope. Other circuit of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line shall be terminated in existing diameter for which Main Bay shall be constructed (Tie bay is existing) under present scope. Further, all associated interconnection work shall also be in the present scope of TSP.

400 kV: 1 No. 400/220 kV, 500 MVA ICT shall be terminated in new diameter for which Main & Tie bays shall be constructed under present scope.

xi) In one and half breaker scheme, both main bay and tie bay shall be completed for controlling a feeder. Further, all associated interconnection work shall also be in the present scope of TSP.

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	765/400/220 kV Morena PS			765/400/220 kV Karera S/s		
		765 kV	400 kV	220 kV	765 kV	400 kV	220 kV
1.	Bus Bar	4000 A	4000 A	3000 A	4000 A	4000 A	3000 A
2.	Line bay	3150 A	3150 A	1600 A	3150 A	N/A	N/A

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3.	ICT bay	3150 A	3150 A	1600 A	N/A	3150 A	1600 A
4.	Reactor bay	3150 A	3150 A	N/A	N/A	N/A	N/A
5.	Bus Coupler Bay	N/A	N/A	3000 A	N/A	N/A	N/A
6.	Transfer Bus coupler bay	N/A	N/A	1600 A	N/A	N/A	N/A

B.2.1 (765/√3)/(400/√3)/33 kV, Single Phase Autotransformer

500 MVA, (765/√3)/ (400/√3)/ 33 kV, 1-phase autotransformer (including arrangement for 3-phase bank formation of 1500 MVA) shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class)" as amended up to date available on CEA's website.
Spare 1-phase Transformer unit shall be placed and connected in such a way that the spare unit can be utilized to replace any unit of any of the transformer banks (including for future transformer banks) without physically moving it.

B.2.2 400/220/33 kV, 3-phase Autotransformer

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

B.2.3 (765/√3) kV, Single Phase Shunt Reactor

110 MVAr, 765/√3 kV, 1-Phase Reactor (including arrangement for 3-phase bank formation of 330 MVAr) shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above voltage class)" as amended up to date available on CEA website.
Spare 1-phase Shunt Reactor unit shall be placed and connected in such a way that the spare unit can be utilized for all the bus and switchable line reactor banks (including for future reactor banks) without its physical movement.

B.2.4 420 kV, Three Phase Shunt Reactor

125 MVAr, 420 kV, 3-Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above voltage class)" as amended up to date available on CEA website.

B.2.5 765 kV, 400 kV and 220 kV AIS Substation equipment (as applicable)

B.2.5.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-1 and shall be of SF_6 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 765 kV and 400 kV circuit breakers and 60 ms for 220 kV circuit breakers. The 765 kV, 400 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 765 kV lines shall be provided with pre-

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insertion closing resistor of about 450 ohm maximum with 9 ms insertion time or Controlled Switching Device. The Circuit breakers controlling 400 kV lines shall be provided with pre insertion closing resistor of about 400 ohm with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km length. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. The controlled switching device shall be provided in 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 400 kV and above voltage class.

B.2.5.2 Isolators (AIS)

The Isolators shall comply with IEC 62271-102 in general. 765 kV Isolator design shall be double break or vertical break or knee-type. 400 kV and 220 kV Isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Isolator rated for 400 kV and 220 kV shall be of extended mechanical endurance class – M2 as per IEC-62271-102. Isolator rated for 220 kV shall be suitable for bus transfer current switching duty as per IEC-62271-102. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. The 765 kV, 400 kV and 220 kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.5.3 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 765 kV and 400 kV shall have six cores (four for protection and two for metering) and 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for the protection core shall be PX and for the metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of the metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than five (5) for CTs up to 400 kV and less than ten (10) for CTs of 765 kV voltage class.

B.2.5.4 Capacitive Voltage Transformers (AIS)

Capacitive Voltage Transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. The accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive Voltage Transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400 kV and 220 kV shall be of 4400/8800 pF depending on PLCC requirements 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.

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B.2.5.5 Surge Arresters (AIS)

624 kV, 336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type Surge Arresters with thermal energy (W_{th}) of minimum 13 kJ/kV, 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 800 kV, 420 kV and 245 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.2.6 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 IEC 61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

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

a. Transmission Lines Protection

765 kV, 400 kV and 220 kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 765 kV, 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.

However, Line Current Differential Relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fiber Optic Communication Link. Differential relay at remote end shall be provided by the TSP. The associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owners.

In case of 220 kV line bays for RE Generators, Line Current differential relay (with back up distance protection feature) as Main-I and Main-II shall be provided. Further, in such cases, the matching line current differential relay for remote end shall be provided by the TSP as loose supply.

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 765 kV, 400 kV and 220 kV lines shall be provided with single and three phase auto- reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location

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of fault on transmission lines.
All 765 kV, 400 kV and 220 kV lines shall also be provided with two stage over voltage protection. The over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and Main-II protection relays. Auto reclose as built-in function of Bay Control Unit (BCU) is also acceptable.
The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.
For 765 kV, 400 kV and 220 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b. Auto Transformer Protection

These shall have the following protections:
i) Numerical Differential Protection
ii) Numerical Restricted Earth Fault Protection
iii) Numerical Back-up 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 auto-transformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with 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.

a) 765 kV and 420 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.

b) Bus bar Protection

The high-speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall

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be provided for 765 kV, 400 kV and 220 kV buses. Duplicated bus bar protection is envisaged for 765 kV and 400 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 for the bus section under the present scope shall also be provided.
Bus Bar protection system for new substation shall be de-centralized (distributed) type. In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

Peripheral Units (PUs) shall be provided by the respective bay owners.
For existing substations, the existing bus bar protection shall be augmented as per requirement.

c) Local Breaker Back up Protection

This shall be provided for each 765 kV, 400 kV and 220 kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.
Notes:

1. *LBB and REF relays shall be provided separately from transformer differential relay.*
2. *LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).*
3. *Over fluxing and overload protection can be provided as built-in feature of differential relay.*
4. *In 765 kV and 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

B.2.7 Substation Automation System

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

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

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

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

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

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

b) Time Synchronization Equipment

Time Synchronization Equipment complete in all respect including antenna, cable, processing equipment required to receive time signal through GPS/NavIC 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 LT Transformers (minimum 800 kVA for substations with highest voltage rating as 765 kV) shall be provided which shall be fed from two independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

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

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

ii) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each

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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.

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

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

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

v) At new Substation, one No. of DG set (minimum 500 kVA for substations with highest voltage rating as 765 kV) shall be provided for emergency applications.

vi) At new substation, sizing of battery and battery chargers shall be done based on the number of bays specified (including future bays).

vii) 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.

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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.

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), 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

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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.

Advisory on deployment of CCTV issued by Ministry of Electronics and Information Technology (MEITY) shall be followed.

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 the present scope only. However, for adjacent future line bay, gantry/tower shall be designed for extension (considering Hexa conductors for 765 kV and Quad conductors for 400 kV and Twin conductor for 220 kV future lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirements/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2, however, for coastal/creek regions it shall be at least 900 g/m^2. (if applicable)

e) In 765 kV and 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 (HFL) and where such equipment is not possible to be installed above Highest Flood

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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 and CEA Manual on Transmissions Planning criteria 2023, line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 km. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

B.5 EXTENSION OF EXISTING SUBSTATION

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

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	**765/400/220 kV Karera S/s**		
1.0	Single Line Diagram	*To be obtained from the developer of the substation*	
2.0	General Arrangement		
3.0	Earthmat Layout		
4.0	Visual Monitoring System (VMS)		
5.0	Bus Bar Protection		
6.0	Substation Automation System (SAS)		

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

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SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

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

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

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

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

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

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 3x1500 MVA, 765/400 kV and 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor.

a) TSP shall supply, install and commission One or more nos. of FODP (**312F** or higher) alongwith panel and required Approach Cables (48/24F) with all associated hardware fittings from gantry tower to Control Room for all the incoming lines envisaged under the present scope.

b) TSP shall supply, install and commission One or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum **Ten (10)** 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 **Morena PS, Karera S/s, Sabalgarh (New) (MPPTCL) S/s, M/s Greenko PSP and upcoming RE generations** S/s. The suitable DC Power Supply and backup to be provided for communication equipment.

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c) FODP and FOTE equipment with panels shall be provided in Control Room of **Morena PS**. FOTE and FODP Eq can be accommodated in same panel to optimize space.

d) 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.

e) TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.

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

C.2.0 Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line.

i. On Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line, TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii. The TSP shall install this OPGW from gantry of **Morena PS** up to the gantry of **Karera (near Datia)** 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 **90 kms** (approx.) where repeater is not required to meet link budget requirement of **Morena PS – Karera (near Datia)** link.

iii. Maintenance of OPGW Cable, and OPGW Hardware shall be the responsibility of TSP.

C.3.0 2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line.

(i) TSP shall supply, install and commission One or more nos. of FODP (144F or higher) alongwith panel and required Approach Cables (48F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

(ii) TSP shall supply, install and commission One STM-16 (FOTE) equipment alongwith panel/s supporting minimum **three (3)** directions with MSP (Multiplex Section Protection – 1+1) with necessary interfaces to meet the voice and data communication requirement between **Karera (near Datia) and Morena PS** S/s.

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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 the control room of **Karera (near Datia)** S/s which shall be communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc. and optical interfaces/equipment in the existing FOTE/FODP panels in control room for integration with the existing FOTE for onwards data transmission.

(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 and 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.

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

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

TSP shall supply, install and commission required No. of Phasor Measurement Units (PMUs) as per the "Guidelines on Unified Philosophy for placement of PMUs in Indian Grid" issued vide letter No. CEA-PS-14-12/9/2024-PSETD Division dated 19.03.2025 for the scope of this RFP. The PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating stations with Fiber Optic cable. These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

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

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Proposed Communication forTransmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)

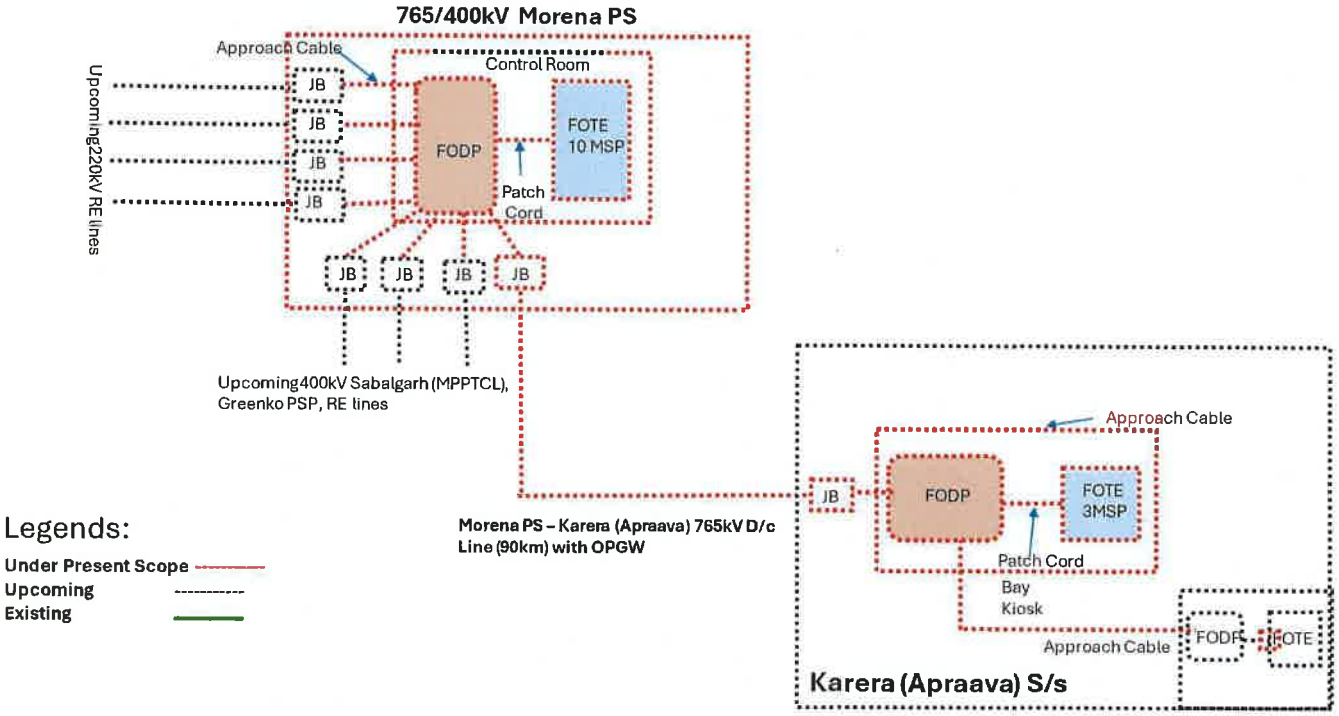


Figure F.1

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Annexure-F.1

Next Generation Firewall (NGFW)

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

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

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

Firewall shall be tested and certified for ISO15408 Common Criteria for least EAL4+. Further, the OEM must certify that it conforms to Secure Product Development Life Cycle requirements as per IEC62443-4-1. The firewall shall generate reports for NERC-CIP Compliance.
The specifications for the firewalls are given at **Annexure-F.2** and schematic diagram showing firewall placement given at **Figure F.2**.

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Annexure F.2

Specifications of Next Generation Firewall (NGFW)

a) NGFW shall have following features including but not limited to:
Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) and Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.

b) 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.

c) 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

d) Firewall shall have Management Console port to configure remotely.

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

f) Firewall shall be rack mounted in existing standard equipment cabinets.

g) 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.

h) Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.

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

j) 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.

k) 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.

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

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

n) 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

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

p) 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.

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q) Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
r) Shall support simultaneous operation with both IPv4 and IPv6 traffic
s) Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization
t) Firewall shall have the features of port as well as MAC based security
u) Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
v) Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.
w) Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

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Firewall Placement Diagram

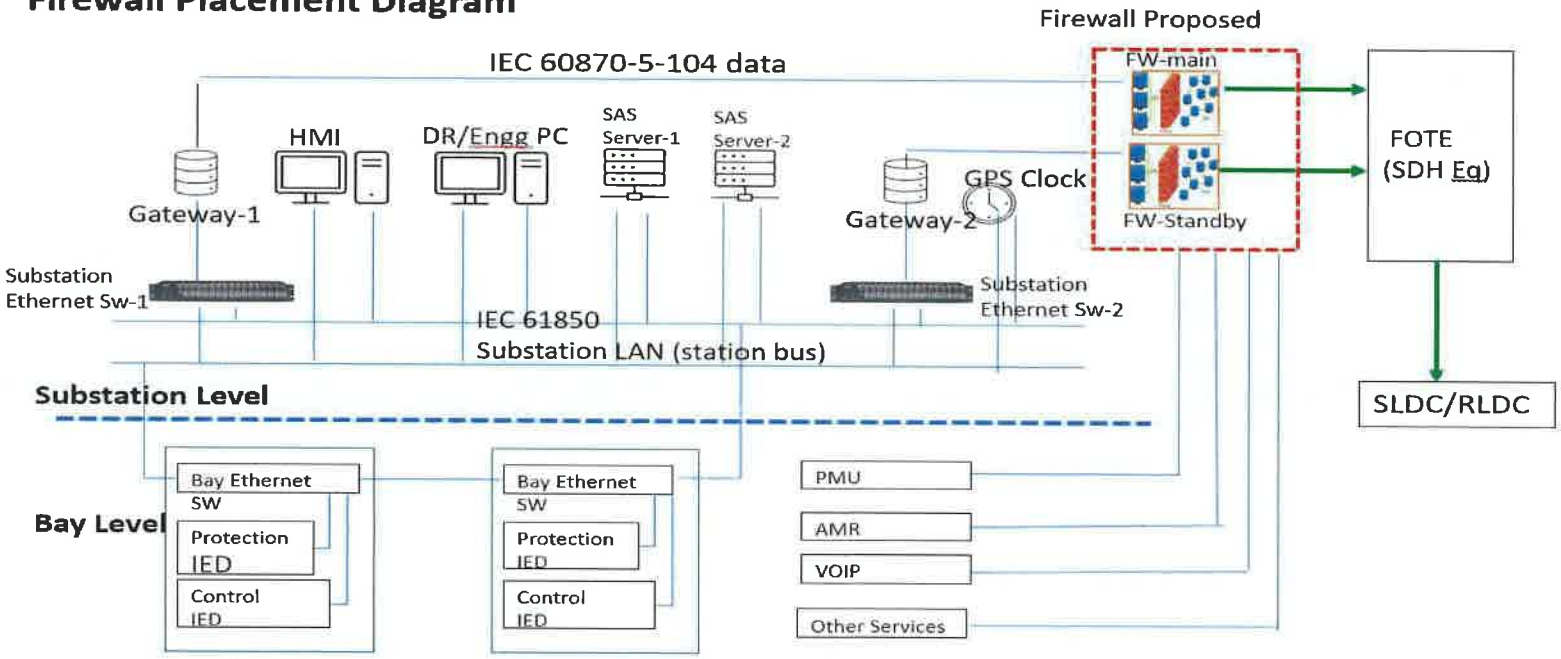


Figure F.2

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 PLCC equipment shall in brief include the following: -

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

Sl. No	Line name	PLCC configuration
1	**Morena PS - Karera 765 kV D/C line**	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.

- Further, CVT and Wave trap for all 765 kV, 400 kV and 220 kV line bays under present scope shall be provided by TSP.
- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 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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Annexure – E

Communication system integration in UNMS/CSMS

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

Requirement for integration of Communication Equipment/ system with Regional UNMS:

1. TSP shall ensure that NMS/EMS/NE supplied by them is NBI compliant and all FCAPS functionality is supported in the NBI such as NE Inventory, Hardware Inventory– Shelf/Slot/Card/SFP/Port, Topology, Protections, Alarms, Performance-real time and periodic, Performance KPI parameters (E-1, STM, Ethernet), Remote Configuration, Cross Connects, Trails and Circuits, Services Provisioning (NE), E-1, STM, Ethernet, TX and RX Trace, loop back and details are published in the NBI guide for the configuration parameters.

2. TSP shall be obliged to provide/share all necessary documentations such as NBI Guide/MIB/IDL/WSDL/API files etc. for onward integration of their NMS/EMS/NE with regional UNMS.

3. The following support shall be provided by TSP for integration of their supplied equipment with regional UNMS:
   2. Enabling and activating NBI license in their EMS/NMS and providing NBI login access along with User credentials
   3. Assist in verifying NBI Connectivity with UNMS vendor for the successful communication and retrieval of data.
   4. Assist in troubleshooting (if required) for NBI connectivity along with UNMS vendor for the communication and retrieval of data.

4. For standalone NE which is not integrated with any EMS/NMS, TSP shall provide modality of complete FCAPS data acquisition as above through industry standard programmatic methods and provide the CLI command manual."

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Annexure-F

Frequently Asked Queries:

1.0 Transmission Line:

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

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

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

Reply: It is clarified that the swing angle criteria (as mentioned in RFP) for transmission lines is applicable for Suspension Insulator in Suspension Tower. Further, as per Clause 3.0 of Specific Technical Requirements for transmission lines, Transmission service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

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

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

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

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

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

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Reply: The minimum specific creepage distances shall be decided for the site pollution severity in the area of installation keeping in mind further increase in pollution during life of the line. It shall be as per CEA regulations and relevant standards. However, the tower shall be designed considering the porcelain insulators with creepage factor of 31 mm/kV irrespective of type of insulator used.

2.0 Substation

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

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

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

Reply: Operation and maintenance of the bays is solely responsibility of the TSP. Further, TSP shall follow CEA's "Operation and Maintenance (O&M) guidelines and Standard Format for Memorandum of Understanding between New TSP and Existing TSP" issued by CEA vide its letter No. I/28514/2023 dated 22.06.2023.

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

(a) We assumed internal road is available and need not to consider in the present scope of work.
(b) Drainage is available and need not to consider in the present scope of work.
(c) Cable trench extension in adjacent to Main cable trench only under present scope of work.
(d) Levelled area being provided by developer for bay extension.

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

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

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

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

Reply: It will be on chargeable basis.

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

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

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

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

2.8 It is understood that existing fire hydrant system shall be extended by the TSP for bay extension.

Reply: Existing fire hydrant system shall be extended from existing system (if required)

2.9 Please clarify that Status of land acquisition for new Substations. Whether the lands have been acquired by BPC and will be transferred to TSP.

Reply: The acquisition of land for new substation is in the scope of TSP.

2.10 We understood that no any dedicated metering CT and CVT required for Line/feeders. Further, we understood that requisite Energy meters for various 765 kV, 400 kV and 220 kV Feeders shall be provided and installed by CTU free of cost to TSP.

Reply: Dedicated metering CT and CVT are not required for line/feeders. Metering core of existing CT/CVT can be used provided accuracy class is matching with metering requirement. Requisite Special Energy Meters shall be provided and installed by CTU at the cost of TSP in C&P panel subject to space availability, else, in separate metering panel (to be provided by TSP at its cost).

2.11 A draft copy of the Connection Agreement may be furnished. A draft copy of the Connection Agreement may be furnished.

Reply: Web page link https://www.ctuil.in/formats_gna_transition

2.12 Please clarify whether the spare 765 kV single phase Reactor unit for Bus reactor shall be provided with 1ph 765 kV CB.

Reply: As per RfP, the spare 1-Ph reactor unit shall be utilized for all the bus and switchable line reactor banks (including for future reactor banks). Hence, 1ph 765 kV CB shall also be provided with spare 1-Ph reactor for utilizing with bus reactor as well as switchable line reactor.

2.13 It is understood that existing busbar protection have provision for future bays and also PUs are available for future bays. BPC to confirm availability of CU and PU for bays under present scope of work at existing substations. BPC may kindly confirm availability of communication ports for integrating new PUs with the existing CUs at existing substations.

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Reply: Bus Bar Protection with Central Unit (CU) is required for new bus section as specified in RfP. Peripheral Units (PUs) shall be provided by the respective bay owner. Further, augmentation/replacement of existing CU, if required, to meet the system requirement shall also be provided for proper functioning of bus bar protection.

2.14 For SCADA, it is understood that necessary process I/O shall be available for future bays and accordingly license for same. BPC to confirm.

Reply: Necessary process I/O along with license shall be in the scope of the successful bidder.

2.15 No separate FF system is envisaged under the present scope of work for existing substation. BPC to confirm.

Reply: Existing fire-fighting systems shall be extended to meet the additional requirements under present scope.

2.16 PLCC for 220 kV Lines are not under the scope of TSP. BPC to Confirm.It is requested to provide Type of Coupling for 220 kV Transmission Lines under present scope.

Reply: PLCC for 220 kV line is in the scope of developer of the line.
Inter circuit coupling for 220 kV D/C and phase to phase coupling for 220 kV S/C shall be applicable for PLCC.

2.17 BPC is requested to confirm the availability of space in the existing control rooms at existing substation for execution of extension work under current project.

Reply: Switchyard Panel Rooms are generally required for Air Insulated Substation (AIS) type substation and relay room are required for Gas Insulated Substation (GIS) type substation. Further, if needed, control room shall be augmented as per requirement.

3.0 Communication

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

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

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

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

Reply: The space related issues are deliberated in the RfP itself. TSP to install FOTE/FODP panels in the new Bay Kiosk (Switchyard Panel Room (SPR)) / Bay Kisok/ Relay Panel Room (in case of GIS S/s). Further, TSP to connect and integrate the proposed FOTE with the existing FOTE in the control room to complete communication path upto RLDC.
In Case 132 kV Substation TSP shall accommodate the said panels either by extension of existing control room or other arrangements.

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

Reply: In case LILO lines are on same towers (e.g. both Line in and Line Out portion are on same towers, generally done LILO of S/C lines). Then 2x48F OPGW shall be required to install by TSP on both earthwire peak on 400 kV and 765 kV lines where two E/W peaks are available. On 220 kV and 132 kV lines where only one E/W peak is available TSP to install one No. 96F OPGW.
Incase LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines). Then 1x48F OPGW shall be required to install by TSP on one earthwire peak and conventional earthwire on second earthwire peak, on both Line In and Line Out portion towers of 400 kV and 765 kV lines. On 220 kV and 132 kV lines where only one E/W peak is available TSP to install one No. 48F OPGW in place of conventional earthwire.

3.4 How is the OPGW laying done in case Multi circuit Towers?

Reply: In case two different lines are using common multi circuit portion for some distance (originating from different stations, may be terminating on same or on different stations). Two No. 48F OPGW to be installed on both E/W peaks for common M/C portion of 765 kV and 400 kV lines.
Incase 220/132 kV lines using multi circuit portion where single E/W peak is available one No. 96F may be installed for common multi circuit portion.

3.5 How PMUs are integrated for new bays at existing Substations?

Reply: PMU data of new bays to be provided in the ethernet port of switch at control room and thereafter to be connected with existing FOTE of existing substation to send data to PDC of RLDC by TSP. These PMUs shall be provided with GPS/NavIC clock and LAN switch and shall connect with LAN switch of control room of respective substations with Fiber Optic cable. Further the "Guidelines on Unified Philosophy for placement of PMUs in Indian Grid" issued vide letter No. CEA-PS-14-12/9/2024-PSETD Division dated 19.03.2025 shall be followed.

3.6 Is Spare direction available in existing FOTE for integration with new bay kiosk FOTE

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Reply: The FOTE under present scope shall be integrated by TSP with the existing FOTE at control room of substation for onwards data transmission.
In case spare optical direction is not available in the existing FOTE at the control room, the TSP shall coordinate with station owner to reconfigure the directions in existing FOTE at control room.

3.7 What is the distance from LILO point to proposed substation for feasibility of repeater station?

Reply: Tentative Location of LILO point shall be as per survey report of BPC however, exact location to be ascertained after detailed survey by TSP.

3.8 What is the make and model of existing OPGW in case LILO of main line at new substation?

Reply: All OPGW (alongwith optical fibers) meet Central Electricity Authority (Technical Standards for Communication System in Power System Operations) Regulations, 2020 and bidder shall install OPGW accordingly.

3.9 In case of LILO of existing line at new substation who shall provide PMUs at existing substation bays?

Reply: TSP shall provide the PMUs for the scope under the RfP in compliance of the "Guidelines on Unified Philosophy for placement of PMUs in Indian Grid" issued vide letter No. CEA-PS-14-12/9/2024-PSETD Division dated 19.03.2025.

4.0 Planning :

4.1 Whether the Project/ Elements are eligible for early commissioning incentive as per MoP, GoI order dated 15.07.2015.?

Reply: Commissioning is to be done as per the timeline mentioned in RfP. However, early commissioning shall be treated as per applicable CERC Regulations/orders.

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Annexure P/6

Amendment-1 dated 21.04.2025

to

RFP Documents for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)" through tariff based competitive bidding process.

Sl. No	Existing Clause	New/Revised Clause
1	**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 "MORENA I SEZ TRANSMISSION LIMITED"

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Amendment No. 2 (dated: 06.06.2025) to the Request for Proposal Documents for selection of bidder as Transmission Service Provider to establish "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" through tariff based competitive bidding process.

S. No	Clause No.	Existing Clause	New/Revised Clause
1.	1.6.1.1 of RFP Document	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 and forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing and commissioning. Further, the actual location of substations, switching stations or HVDC terminal or inverter stations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. Further, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report	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 Substation (Switching Station or HVDC Terminal or Inverter Station) 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.
2.	5.1.4 of TSA Document	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	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

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S. No	Clause No.	Existing Clause	New/Revised Clause
		substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report.	(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.

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S.No	Clause No.	Existing Clause	New/Revised Clause
1.	Term "Bid Bond" under "DEFINITIONS" of RfP Document	**"Bid Bond"** shall mean the unconditional and irrevocable bank guarantee for Rupees ..... (Rs.....) only [Bid Bond would be computed @ 2% of the required aggregate capital cost of projects/ aggregate payments received for the projects as calculated under Clause 2.1.2. of RFP document], to be submitted along with the Technical Bid by the Bidder under Clause 2. 11 of this RFP, as per the format prescribed in Annexure 14;	**"Bid Bond"** shall mean the unconditional and irrevocable" bank guarantee or unconditional and irrevocable Insurance Surety Bond issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) or Payment on Order Instrument for Rupees..... (Rs.....) Only [Bid Bond would be computed @ 2% of the required aggregate capital cost of projects/ aggregate payments received for the projects as calculated under Clause 2. 1. 2 of RFP Document], to be submitted along with the Technical Bid by the Bidder under Clause 2. 11 of this RFP, as per the format prescribed in Annexure 14 (for Bank Guarantee) or Annexure 14A (for Insurance Surety Bond) or Annexure 14B (for Payment on Order);
2.	New term "Payment on Order Instrument" Under "DEFINITIONS " , After term "Parent Company" of RfP Document	[New Term]	**"Payment on Order Instrument"** Shall mean Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP)], to pay in case situation of default of Transmission Service Provider (TSP) in terms of tender conditions/ Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank, Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the 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

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S.No	Clause No.	Existing Clause	New/Revised Clause
			'Letter of Undertaking' as described above or in any other from, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.
3.	Para 14 of "ANNEXURE 1- COVERING LETTER" of RfP Document	**Bid Bond** We have enclosed a Bid Bond of Rupees.....Crores (Rs.....) only or US$ .....(.....US Dollars), in the form of bank guarantee no .....[Insert number of the Bank Guarantee] dated..... [Insert Date of the Bank Guarantee] as per your proforma (Annexure-14) from..... [Insert name of bank providing Bid Bond] and valid up to .....in terms of Clause 2. 11 of the RFP. Or We have enclosed a Bid Security Declaration as per your proforma (Annexure-14A) [To be inserted for projects wherein RFP has been issued before 31.12.2021 otherwise to be deleted]	**Bid Bond** We have enclosed a Bid Bond of Rupees.....Crores (Rs .....) only or US$ .....(.....US Dollars), in the form of- bank guarantee no .....[Insert number of the Bank Guarantee] dated..... [Insert Date of the Bank Guarantee] as per your proforma (Annexure-14) from..... [Insert name of bank providing Bid Bond] and valid up to .....in terms of Clause 2. 11 of the RFP. Or In the form of insurance surety bond no.....[Insert number of the Insurance Surety Bond] dated.....[Insert Date of the Insurance Surety Bond] as per your proforma (Annexure-14A from .....[Insert name of Insurance Company providing Insurance Surety bond] and valid up to.....in terms of Clause 2.11 of the RFP or in the form of Payment on Order Instrument no. ..... [Insert number of the Instrument] "dated.....[Insert Date of the Instrument] as per your proforma (Annexure-14B) ..... [Insert name of company issuing Payment on Order Instrument] and valid up to ..... in terms of Clause 2.11 of the RFP.

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S.No	Clause No.	Existing Clause	New/Revised Clause
4.	Clause 2.12.1 of RfP Document	Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Nodal Agency the Contract Performance Guarantee for an amount of Rs..... Crore (Rupees..... Only) [Contract Performance Guarantee would be computed @ 5% of the required aggregate capital cost of projects/ aggregate payments received for the project as calculated under Clause 2.1.2 of RFP Document]. However, this value would be computed @ 3% of the required aggregate capital cost of projects/aggregate payments received for the projects as calculated under Clause 2.1.2 of RFP Document for the projects for which RFP has been issued till 31.12.2021]. The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.	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. .....Crore (Rupees.....Only [Contract Performance Guarantee would be computed @ 5% of the required aggregate capital cost of projects/ aggregate payments received for the project as calculated under Clause 2.1.2 of RFP Document]. The Contract Performance Guarantee shall be initially valid for a ~~period up~~ to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The contract Performance Guarantee shall be issued by Any of the banks listed in Annexure-17 as per format given at Annexure-15 or Any of the insurance companies authorized by Insurance Regulatory and Development Authority of India as per format given at Anbnexure-15 A or PFC/REC/IREDA as per Payment on Order Instrument format given at Annexure-15 B.
5.	Annexure 14 A- FORMAT OF THE BID SECURITY DECLARATION [VALID TILL RFP ISSUED ON OR BEFORE 31.12.2021] of RfP Document	As per existing Annexure 14 A	As per new **Annexure 14 A-** FORMAT OF INSURANCE SURETY BOND FOR BID SECURITY (**Annex-1**).

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S.No	Clause No.	Existing Clause	New/Revised Clause
6.	New Annexure 14-B in RfP Document	[New Annexure]	As per **Annexure 14 B-** FORMAT OF PAYMENT ON ORDER INSTRUMENT FOR BID SECURITY (**Annex-2**).
7.	New Annexure 15-A in RfP Document	[New Annexure]	As per Annexure 15 A- FORMAT OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE GUARANTEE (**Annex-3**).
8.	New Annexure 15-B in RfP Document	[New Annexure]	As per Annexure 15 B- FORMAT OF PAYMENT ON ORDER INSTRUMENT FOR CONTRAT PERFORMANCE GUARANTEE (**Annex-4**).
9.	Term "Contract Performance Guarantee" under "DEFINITIONS" of TSA Document	**"Contract Performance Guarantee"** shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;	**"Contract 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;
10.	New term "Payment on Order Instrument" under "DEFINITIONS", after term "Parent Company" of TSA Document	[New Term]	**"Payment on Order Instrument"** shall mean Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP), to pay in case situation of default of Transmission Service Provider (TSP) in terms of tender conditions/Power Purchase Agreement (PPA) arises. Such Letter (s) will have same effect as

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S.No	Clause No.	Existing Clause	New/Revised Clause
			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.
11.	New Schedule 8A in TSA Document	[New Schedule]	As per **Schedule 8A** – FORMAT OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE GUARANTEE (**Annex-3**).
12.	New Schedule 8B in TSA Document	[New Schedule]	As per **Schedule 8B** – FORMAT OF PAYMENT ON ORDER INSTRUMENT FOR CONTRACT PERFORMANCE GUARANTEE (**Annex-4**).

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Annex-1

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.

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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.

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Annex-2

ANNEXURE 14B - Format of Payment on Order Instrument to be issued by IREDA/REC/PFC

(to be submitted separately for each Project)

No. Date

..... [Insert name of BPC]

Reg: M/s_____(insert name of the bidding entity) **- Issuance of Payment on Order Instrument for an amount of Rs._____**

Dear Sir,

1. At the request of M/s..... (Insert name of the bidding entity), this Payment on Order Instrument (POI) for an amount of Rs..... (Rupees (In words)) is being issued by M/s. (Insert Name of the POI issuing Agency) ('IREDA/REC/PFC'). This Payment on Order Instrument comes into force immediately.

2. In consideration of the ..... [Insert name of the Bidding Entity] (hereinafter referred to as 'Bidder') submitting the response to RFP issued by [Insert name of BPC] for the project ..... [Insert name of the project] and [Insert name of BPC] considering such response to the RfP of M/s..... [Insert the name of Bidding Entity] as per the terms of the RFP, the ..... [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to [Insert name of BPC] at [Insert Name of the Place from the address of the BPC] forthwith without demur on demand in writing from ..... [Insert name of BPC] or any Officer authorized by it in this behalf, any

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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;

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(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

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Amendment-03 (dated: 17.06.2025) to RFP Documents "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" through tariff based competitive bidding process

M/s.....

(Name of the POI issuing agency)

( )

General Manager

Copy to

M/s..... as per their request

( )

General Manager

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Annex-3

ANNEXURE 15A to the RfP

SCHEDULE 8A of TSA

(ISB for CPG)

FORMAT FOR SURETY INSURANCE CONTRACT

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

Foreign entities submitting Bids are required to follow the applicable law of India)

In consideration of the ..... [Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] (hereinafter referred to as the **'Principal Debtor'** for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal (**'RFP'**) and other RFP Project Documents, subject to the condition of providing a Performance Bank Guarantee or a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the Central Transmission Utility of India Limited (**'CTUIL'**) [herein after referred to as the Nodal Agency], the [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as "**Surety**") hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at..... [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely.....] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs.....) only [Insert the amount of the Surety Insurance Contract]

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency, and shall not be

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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.



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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

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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.

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Annex-4

ANNEXURE 15B to the RfP

SCHEDULE 8B of TSA

(POI for CPG)

Format for Issuance of Payment on Order Instrument

Dear Sir,

1. Indian Renewable Energy Development Agency Limited ('IREDA")/PFC/REC has sanctioned a non-fund based limit loan of Rs. (Rupees..... Only) to M/s. ..... [Insert name of SPV or selected Bidder] under the Loan Agreement executed on ..... to execute Transmission System Projects.
2. In consideration of the .....[Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] for the purposes of this Payment on Order Instrument ("POI") having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the draft of the Model Transmission Service Agreement provided along with the Request for Proposal („RFP") and other RFP Project Documents, subject to the condition of providing a POI guaranteeing the due performance of the obligations under the Transmission Service Agreement to the Nodal Agency/Central Transmission Utility of India Limited („CTUIL"), the.....[Insert name and address of the non-banking financial institutions(IREDA/PFC/REC) issuing the POI and address of the head office] (hereinafter referred to as **"Guarantor")** hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at ..... [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely.....] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this

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behalf, intimated to the Guarantor at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees Crores (Rs.....) only [Insert the amount of Payment on Order Instrument]

3. At the request of .....and on behalf of M/s. ....., [Insert name of SPV or selected Bidder] this Payment on Order Instrument (POI) for an amount of Rs. ..... (Rupees .....) is being issued with IREDA/PFC/REC assuming the obligations to remit such amount to CTUIL from the sanctioned loan.
4. This Payment on Order Instrument comes into force immediately and IREDA/PFC/REC confirms that it has sufficient amount out of the sanctioned loan and shall maintain the required amount to pay under this Payment on Order Instrument, during the validity and claim period of this Payment on Order Instrument.
5. This POI has been issued by IREDA/PFC/REC utilizing the credit limit of M/s.....[Insert name of SPV or selected Bidder] IREDA/PFC/REC confirms that its liability to pay under this Payment on Order Instrument shall be primary and independent of whether at the time of invocation of Payment on Order Instrument, the sanctioned funds are available or not and notwithstanding, the status of M/s. ..... [Insert name of SPV or selected Bidder] at the relevant time and to whether IREDA/PFC/REC is able to recover the amount advanced by it to the said developer.
6. IREDA/PFC/REC and M/s. [Insert name of SPV or selected Bidder] hereby acknowledges, accepts and confirms that this Payment on Order Instrument shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3) (b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.
7. IREDA/PFC/REC liability under this POI is restricted to Rupees Crores (Rs.....) only. This POI shall remain in force until.....

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[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

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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.....

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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

MORENA SEZ TRANSMISSION LIMITED

VIVEK KARTHIKEYAN

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Amendment-4 dated 04.08.2025

to

RFP Documents for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)" through tariff based competitive bidding process.

Sl. No	Clause No.	Existing Clause	New/Revised Clause
1	Annexure 1 of RFP Clause 4	.... We hereby also agree and undertake to comply with Department of Expenditure, Ministry of Finance vide **Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024**, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India.	.... We hereby also agree and undertake to comply with Department of Expenditure, Ministry of Finance vide **Order 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

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Amendment- 5 dated 11.08.2025
to
RFP Documents for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" through tariff based competitive bidding process.

Sl. No	Clause No.	Existing Clause	New/Revised Clause
1	Article 4 4.1 (i) of TSA	to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide **orders No. 11/5/2018 - Coord. dated 28.07.2020** for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP). Also, to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File **No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019- PPD, dated 24.07.2020**, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;	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

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Annexure P/7

PFC Consulting Limited

(A wholly owned subsidiary of PFC Ltd.)

September 16, 2025

Sub: Notice for extension of RFP bid submission for the Independent Transmission Project (ITP) "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"

The due date for submission of online RFP bids (Technical & Financial) through the electronic bidding platform for the subject project has been extended from **September 17, 2025 till 15:00 hrs (IST)** to **September 23, 2025 till 15:00 hrs (IST).** The RFP (Technical) Bids will be opened on same day i.e. **September 23, 2025 at 15:30 hrs (IST).**

PFC Consulting Limited

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Annexure P/8 (Colly.)

Request for Proposal Document for selection of Bidder as Transmission of Service Provider on Build, Own, Operate and Transfer (BOOT) Basis for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)" – Set 1 of Clarifications dated 08.05.2025

Sl.	Clause No. and Existing provision	Clarification required	Clarification
1	RFP & TSA General	We request you to clarify whether there are any deviations/addition in the RFP/TSA documents from the Standard Bidding documents (SBD) and if any, whether approval for the same has been taken or not. Please provide the list of the same, if any.	The RFP/ TSA Documents are as per the Standard Bidding Documents (SBDs) and subsequent amendments issued by the Ministry of Power, GoI.
2	RFP General	Please let us know the status of Regulatory Approvals for the project. SPV Acquisition is linked to regulatory approval and it is very important to get the clearance before RFP Submission as this will impact the initiation of projects.	Transmission system is approved as per MoP Electricity (Transmission System Planning, Development and Recovery of Inter-State Transmission Charges) Rules, 2021. Regulatory approval would not be required for implementation of any ISTS project after approval by MoP.
3	RFP General	We request you to let us know the status of TSA signing. SPV Acquisition is linked to TSA Signing and it is very important to get the clearance before RFP Submission as this will impact the initiation of projects	As per revised TBCB Guidelines and SBDs issued by MOP, TSP on the date of acquisition of SPV from the BPC will enter into a Transmission Service Agreement (TSA) with the Nodal Agency i.e., CTUIL
4	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.
5	RFP	It is requested you to kindly provide present status of Forest Clearances if any transmission line	Bidders may refer the issued Survey report in this regard. Further, necessary

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	Clause 1.6.2.1 (4): To initiate process of seeking forest clearance, if required.	corridor area falling in wildlife forest / reserve forest/ mangroves.	applications/letters for forest clearances have been shared with the appropriate authorities to get necessary approval.
6	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	Please provide copy of all such document available with you from the State Government and/or Ministry of Power and/or kindly facilitate for State Support Agreement.	The necessary support shall be provided on case to case basis to the successful bidder.
7	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 on case to case basis to the successful bidder.
8	RFP Clause 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	BPC is requested to provide the list of details & documents to be handed over to the Successful Bidder.	BPC will provide all the requisite documents/ certifications under the Guidelines and the Standard Bidding Documents to the Successful Bidder at the time of transfer of SPV

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	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.		
9	RFP a) Clause 2.15.2 Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall: a) provide the Contract Performance Guarantee in favour of the Nodal Agency as per the provisions of Clause 2.12 b) execute the Share Purchase Agreement and the Transmission Service Agreement c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of [Insert the name of the SPV] from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities;	BPC will appreciate that the completion of said activities by the Selected Bidder within ten (10) days after issuance of LoI is very stringent. Also, execution of SPV / signing of share purchase agreement is not within the control of TSP as it is dependent on certain regulatory approvals as well. We therefore request to consider at least 30 days' time for completion of these activities as well as provide a carve out for consequences if the delay is not on account of TSP.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.
10	RFP 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 and Transmission Service Agreement respectively is Rs.1,000 and Rs.50; however, all such agreements 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

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			payable. Therefore, based on these identified stamp duties and taking some extra ones, the stamp duty of Rs.1,200 and Rs.500 has been considered for Share Purchase Agreements and Transmission Service Agreement, respectively. This is a customary practice and we are fine with the same. Three agreements will be signed in original, therefore separate stamp duty is payable on each of the agreement.
11	RFP Clause 2.15.4 Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003.	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. The condition to apply for grant of transmission license and make application for adoption of transmission charges within 5 days is onerous. Request to please change the relevant provisions as per the suggested text in RFP and TSA	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.
12	RFP Clause 2.15.5	It is requested to kindly clarify as to what will be the consequences if the Selected Bidders fails to comply with any of Its obligations under 2.15.2,	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	If the Selected Bidder / TSP fails or refuses to comply with any of its obligations under Clauses 2.15.2, 2.15.3 and 2.15.4, and provided that the other parties are willing to execute the Share Purchase Agreement and PFC Consulting Limited is willing to sell the entire equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, to the Selected Bidder, such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the BPC / its authorized representative(s) shall be entitled to invoke the Bid Bond of the Selected Bidder.	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.	Further, the provision for extension provided in Clause 2.15.2 of RFP document shall be applicable.
13	RFP Clause 2.4.3 The amendment to the RFP shall be notified to all the Bidders through the electronic bidding platform and shall be binding on them.	We understand that the BPC will also continue to share amendments / corrigendum through emails as per the current practice.	Amendments/Corrigendum are available on BPC website and same is also shared separately through email with the bidders.
14	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	If the Initial Offer for two or more bidders is same and no bids are quoted in e-RA, the instant case seems to be hypothetical. However, in such case the decision of the competent authority shall prevail.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
15	RFP General	We request you to kindly accept the Board resolutions passed by Management Committees formed by the Board of Directors of Bidding Company and TEE / affiliate respectively and duly authorized by the Board of Directors for participation in various tenders issued by Govt. authorities in response to the RFP submission. The board meeting of Bidding Company / TEE may not be scheduled till RFP submission. Thus, we request you to kindly consider the board resolution passed by the management committee formed by the board of directors' w.r.t. Authorization from Bidding Company and TEE.	The Board Resolutions passed by the Management Committee with duly authorized from the Board of Directors may be considered as per the provisions of RFP.
16	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.
17	RFP Clause 1.6.1.5 The TSP shall seek approval under Section 164 of Electricity Act, from CEA after acquisition of [Insert the name of the SPV], The approval shall be granted by CEA generally within 30 days but in no case later	It is requested you to kindly clarify whether process of obtaining authorization U/s 164 of Electricity Act, 2003 would be initiated by BPC. It is suggested that BPC may initiate the process for obtaining approval U/s 164 based on the survey undertaken by BPC. It may be appreciated that obtaining approval U/s 164 takes considerable time. In the interest of	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.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	than 45 days from the date of receipt of application (complete in all aspects).	timely completion of project, it is suggested that BPC may initiate the process U/s 164.	
18	RFP ANNEXURE B – Draft Pre-Award Integrity Pact	As per the draft of integrity pact ANNEXURE B in 2nd Paragraph the project name is missing "WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service". Clarify to bidder if the project name should be added or bidder should submit as it is.	Transmission scheme name is to be added and is mentioned in Annexure B - Draft Pre-Award Integrity Pact. Kindly refer the same.
19	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 Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee of Rs. Rs.5.20 crore (Rupees Five Crore and Twenty Lakhs Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Central Transmission Utility of India Limited (being the Nodal Agency) in the manner provided in Article	In view of the rationale provided here, it is requested to amend the provision regarding refund of additional CPG on fulfillment of Conditions Subsequent. Additional CPG shall be recovered for the non-fulfillment of Conditions Subsequent. However, this additional CPG is then forming part of CPG and is being retained by Nodal Agency. Considering the fact that additional CPG is consequential guarantee for performance related to condition subsequent, it is requested to review the provision and amend the provision to refund the additional CPG on fulfillment of Conditions Subsequent.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Central Transmission Utility of India Limited (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.		
20	TSA Article 4.4 Extension of Time	TSP is required to obtain certain clearances/ approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and approval for adoption of tariff etc. In case if there is any delay in these approvals beyond stipulated time, such delay shall be considered for extension of SCOD of the project and any consequential increase in cost shall be allowed through appropriate adjustment in the tariff. Clearances/ approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and approval for adoption of tariff are not within the control of TSP once it has been applied after fulfilling all the necessary compliance, any consequential delay is required to be allowed.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
21	TSA Article 5.1.2	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.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	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.	
22	TSA Article 5.6 Site regulations and Construction Documents The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement The TSP shall retain at the Site and make available for inspection at all reasonable times copies of the Consents, Clearances and Permits, construction drawings and other documents related to construction.	Inspection of Construction drawings and other documents related to construction may be deleted from clause no. 5.6. Construction drawings and few specific documents may be proprietary/ confidential and is against commercial interest of the TSP.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
23	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	This is as per the Standard Bidding Documents. The provisions of Article 11 of TSA shall prevail.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
		on account of Force Majeure or Nodal Agency's default.	
24	TSA Article 11.3 Force Majeure A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:	Underlined text may be added under Article 11.3 : A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party or makes performance of obligation commercially unviable for the Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices: TSA	This is as per the Standard Bidding Documents. The provisions of Article 11 of TSA shall prevail.
25	TSA & RFP Provisions in TSA (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	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.	This is as per the Standard Bidding Documents. The provisions of Article 11 of TSA shall prevail.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA. (Termination procedure for TSP event of default) 13.2 Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years. Provisions in RFP (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.	Further, TSA provides discretionary right to Nodal agency to decide whether TSP would be blacklisted. In case of discrepancy in submission, it is requested that BPC shall seek clarification from bidder and upon failure to provide clarification and complete investigation only, should construe such activity as fraudulent practice. Hence it is requested to include blacklisting only in extreme cases and provide definite guidelines on Nodal Agency's right to blacklist bidders. Also in RFP, blacklisting for annulment of project award would be done by government, while in other cases it would done by Nodal Agency. It is requested that blacklisting rights shall only reside with government.	

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	(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.		
26	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.	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"). 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	This is as per the Standard Bidding Documents. The provisions of Article 11 of TSA shall prevail.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
		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.	
27	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 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	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. In 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,	In such cases, provisions of Article 3.3.5 and Article 13.6.1 of TSA shall apply.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	may terminate the Agreement as per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement. 13.4 Termination due to Force Majeure 13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.	by a 'day to day' basis for a period of such Force Majeure Event. In 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. 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.	
28	TSA Clause 5.8 "Remedial Measures:	This is very stringent clause and provides for agreement termination at the subjective discretion of Nodal Agency. Request to modify the clause as:	This is as per the Standard Bidding Documents. No change is envisaged

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or CEA and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or CEA and/ or the Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or CEA and/ or the Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement ."	..... 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.	
29	TSA 13.7 Termination Payment 13.7.1 If Agreement is terminated on account of Force Majeure Events, no 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	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.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets.		
30	TSA 13.5 Termination or amendment due to non-requirement of any Element or Project during construction 13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP. 13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency shall also include an assessment of the physical progress made by TSP 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.	Guidelines on amendment of TSA in case of non-requirement of any element during construction should be clearly specified, especially the treatment of Quoted Transmission Charges and capital cost of element no longer required. For example, if 50% construction of an element is completed and that element is not required, how would the TSP be compensated for the capital cost of the element.	Valuation of project assets shall be done as per the prevailing industry practices. Please refer Clause No. 18.2.e. of TSA.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	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.		
31	TSA 12. Change in Law	Inclusion of change in acquisition price in Change in Law As SPV acquisition price is part of capital cost of project, any change in Acquisition price after bidding would directly affect the bidder commercially and it is totally beyond the control of TSP. Hence, it is requested to kindly allow change in acquisition price under CIL event.	The change in acquisition price to the extent as per Provisions under Clause No. 3.5 of Tariff Based Competitive Bidding Guidelines for Transmission Service issued on 10.08.2021 shall prevail.
32	TSA D)The TSP has agreed to make an application for a Transmission License to the Commission for setting up the Project on build, own, operate and transfer basis.	D)The TSP has agreed to make an application for a Transmission License to the Appropriate Commission for setting up the Project on build, own, operate and maintain basis. As per revised TSA, asset to be transferred to Nodal agency post 35 years (BOOT). The assets created would be Financial assets instead of Fixed assets. Under IndAS accounting rules, depreciation of financial assets is not allowed. 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.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
		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.	
33	TSA 5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee. 6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.	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. Clause 13.1.b of TSA allows upto 6 months' delay in commissioning of element after SCOD. 10% sequestration clause does not cover any delay due FM or CIL event. If in case all the elements of projects are declared as "critical elements", TSP is liable for 10% CPG sequestration. It is requested to kindly extend period beyond which CPG sequestration shall occur to 6 months. Further, TSP should not be made liable for LD payments on account of delay in project / element commissioning more than as identified under clauses 6.4.1 and 6.4.2	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
34	TSA AA- Actual Availability ; MTC- Monthly transmission charges; Tmn = transmission charges for month "m" in contract year "n" For incentive If 98%< AA < 98.5%; MTC= Tmn*1; If 98.5% < AA < 99.75% ; MTC= Tmn* (AA / 98.5 %); If AA> 99.75%; MTC = Tmn* (99.75 % /98.5 %); For Penalty If 95 % < AA < 98 % MTC = Tmn* (AA / 98 %); If AA < 95 % MTC = Tmn* (AA/98 %) – 0.02* (Tmn* (AA/98%))	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% 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.
35	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	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. The TSP will be allowed to recover the interest cost during	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	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.	construction corresponding for the period of FM/CIL event 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.	
36	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.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
37	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.
38	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.
39	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	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.

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Sl.	Clause No. and Existing provision	Clarification required	Clarification
	the Company and/or Central Transmission Utility of India Limited as the case may be.		
40	RFP 2 Nos of 765kV Line Bays at Karera Augmentation of 400/220kV at Karera	BPC to share the existing drawing for better clarity.	Existing SLD (KAR-ELE-SLD-001) & Layout (KAR-ELE-PLAN-002) of Karera S/s are attached herewith.
41	RFP Nos of 765kV Line Bays at Karera Augmentation of 400/220kV at Karera B.3.1	It is understood that existing station having sufficient Capacity of LT Trafo, DG et, Battery and battery charger to cater load of bays under present scope and TSP need not to consider New Trafo, DG set & Battey & Battery Charger. BPC to confirm the understanding	New LT Transformer, DG set, Battery and battery charger are not envisaged under present scope.
42	RFP Nos of 765kV Line Bays at Karera Augmentation of 400/220kV at Karera B.3.1	It is understood that spare feeder is available in existing ACDB & DCDB for bays under present scope. TSP need not consider new ACDB & DCDB. BPC to confirm the understanding	Spare AC & DC Modules shall be available in existing ACDB and DCDB for bays under present scope.
43	RFP Nos of 765kV Line Bays at Karera Augmentation of 400/220kV at Karera B.3.2	No new FFPH system is required. TsSP will extend the existing system BPC to confirm the understanding.	Existing fire-fighting systems shall be extended to meet the additional requirements under present scope.
44	RFP Nos of 765kV Line Bays at Karera	BPC to share the details of existing Bus bar type, make and model. Also clarify the availability of CU & PU	These details are yet to be finalised by the developer of substation. The existing bus bar protection shall be augmented for present scope. Peripheral

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Request for Proposal Document for selection of Bidder as Transmission of Service Provider on Build, Own, Operate and Transfer (BOOT) Basis for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)" – Set 1 of Clarifications dated 08.05.2025

Sl.	Clause No. and Existing provision	Clarification required	Clarification
	Augmentation of 400/220kV at Karera B.2.6		Units (Pus) shall be provided by respective bay owner. Bidder may also visit the site.

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Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW) - Set 2 of Clarifications dated 21.05.2025

Sl.	Clause No. and Existing provision	Clarification required	Clarification
1	RFP for Establish inter-state transmission system For Transmission system for Evacuation of power from Re projects in Morena SEZ in Madhya Pradesh-phase I (2500 MW) dated 03.04.2025 Specific Technical Requirement Clause no. B 1.2. 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. Further, Spare 1-phase Shunt Reactor unit along with required 1-phase circuit breaker shall be placed and connected in such a way that the spare unit can be utilized for all the bus and switchable line reactor banks (including future reactor banks) without its physical movement.	As there is no 765kV line reactor envisaged at Morena S/s thus we understand that Provision of utilization of Spare unit as a switchable line reactor (i.e. associated 1-Ph CB) is not envisaged in present scope. TSP of present transmission scheme shall provide space for installation for future 1-Ph CB only. Kindly confirm.	Bidder shall follow the requirements of RfP i.e. 1 Ph CB shall be provided under present scope.
2	RFP for Establish inter-state transmission system For Transmission system for Evacuation of power from Re projects in Morena SEZ in Madhya Pradesh-phase I (2500 MW) dated 03.04.2025 Specific Technical Requirement Cl B 1.2 Switching scheme x) **765/400/220 Karera Substation Extension**	In order to estimate quantities appropriately please provide following drawings 1. Single Line Diagram 2. Electrical Layout plan & Section 3. Structure layout 4. Bus Bar protection scheme Earthmat Layout 5. Cable trench layout 6. SAS Architecture 7. Control room building internal layout. 8. Visual Monitoring system.	SLD and Plan layout of Karera S/s are already provided. For further existing details, bidder may visit the site.

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Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW) - Set 2 of Clarifications dated 21.05.2025

Sl.	Clause No. and Existing provision	Clarification required	Clarification
		For estimation purpose.	
3	RFP for Establish inter-state transmission system For Transmission system for Evacuation of power from Re projects in Morena SEZ in Madhya Pradesh-phase I (2500 MW) dated 03.04.2025 Specific Technical Requirement Cl B 1.2 Switching scheme x) **765/400/220 Karera Substation Extension**.	We understand that TSP has to integrate present bays with existing SAS System by providing suitable BCU's/Ethernet switch/LIUs etc. No upgradation/ purchase of licence is envisaged. For estimation purpose.	Refer clause B.2.7 of RfP.
4	RFP for Establish inter-state transmission system For Transmission system for Evacuation of power from Re projects in Morena SEZ in Madhya Pradesh-phase I (2500 MW) dated 03.04.2025 Specific Technical Requirement Cl B 1.2 Switching scheme x) **765/400/220 Karera Substation Extension.**	We understand that adequate AC & DC feeders available for present LT System and no extension in LT system is envisaged. For estimation purpose.	Spare AC & DC Modules shall be available in existing ACDB and DCDB for bays under present scope.
5	RFP for Establish inter-state transmission system For Transmission system for Evacuation of power from Re projects in Morena SEZ in Madhya Pradesh-phase I (2500 MW) dated 03.04.2025 Specific Technical Requirement Cl B 1.2 Switching scheme x) **765/400/220 Karera Substation Extension.**	We understand that TSP has to integrate cameras for present bays with existing VMS System. No upgradation/ purchase of licence is envisaged. For estimation purpose.	Refer clause B.3.7 of RfP.

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Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW) - Set 2 of Clarifications dated 21.05.2025

Sl.	Clause No. and Existing provision	Clarification required	Clarification
6	RFP for Establish inter-state transmission system For Transmission system for Evacuation of power from Re projects in Morena SEZ in Madhya Pradesh-phase I (2500 MW) dated 03.04.2025 Specific Technical Requirement Cl B 1.2 Switching scheme x) **765/400/220 Karera Substation Extension.**	We understand that PU's for Bus bar protection for present bays are available at site and shall be issued as a free supply to TSP. For estimation purpose.	Peripheral units (PU) of Bus bar protection system shall be provided by respective bay owners. Further, also refer clause B.2.6 (b) of RfP.
7	RFP for Establish inter-state transmission system For Transmission system for Evacuation of power from Re projects in Morena SEZ in Madhya Pradesh-phase I (2500 MW) dated 03.04.2025 Specific Technical Requirement Cl B 1.2 Switching scheme x) **765/400/220 Karera Substation Extension.**	Please provide Bay allocation on both 400 kV & 220 kV switchyard for 400/220 kV ICT at Karera.	Detailed engineering shall be done by the successful bidder.
8	General Specific Technical Requirement Cl B 1.2 Switching scheme x) **765/400/220 Karera Substation Extension.**	We understand that approval of drawings and engineering document for Karera S/s is to be done by TSP of present transmission system himself. No approval/vetting from existing TSP is required.	Bidder shall follow the requirements of RfP.

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Set 3 of Clarifications dated 24.06.2025- Request for Proposal for selection of Bidder as Transmission of Service Provider on Build, Own, Operate and Transfer (BOOT) Basis for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)"

S. No.	Clause No. and Existing provision	Clarification required	Clarification
1.	RFP / Survey Report 2.0 Scope of work	This is with respect to RFP submission of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line. As per the survey report following 05 numbers of 400 kV and 05 nos. of 220 KV line bays are coming at Morena substation. 1. 2 Nos. for Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/c line (Quad Moose / High Capacity) line. 2. 2 Nos. for interconnection of Greenko PSP 3. 1 no for RE interconnection 4. 220 kV line bays – 4 Nos. for RE Interconnection In view of this, BPC may kindly provide the line route of above lines for considering the crossing of above line by 765 KV Morena- Karera line. Further layout of RE parks in the nearby area of Substation (if any) may also be provided for ensuring the line route not passing through the said RE park. Similarly, At Karera Substation BPC may also provide the line route of upcoming dedicated and downstream lines and layout of RE parks in the nearby area of Substation (if any). The bidder can provide the realistic tariff bid.	All the mentioned lines are under planning stage. Bidder may coordinate with respective owners of the line. Further, based on the preliminary walk over survey and surface conditions, the proposed line route has been prepared and indicated in the survey report. It may be noted that efforts are have been made by BPC to avoid Reserved Forest/Wild life sanctuary, mining, sensitive areas & other obstructions like RE Parks and the same has been reflected in the Survey report.
2.	RFP / Survey Report 6.4. SUMMARY OF PROPOSED ROUTE	As per the Survey report, AP14-AP24 are Coming in the vicinity of 5 km of proposed DRDO Research centre. In view of this, BPC may kindly provide the boundary of research centre and clarify the minimum distance of line to be maintained from the boundary of Research centre. The bidder can provide the realistic tariff bid.	The line route indicated in the survey report is tentative. Further, as mentioned in the RFP Clause 2.5.7.4, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations.

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Set 3 of Clarifications dated 24.06.2025- Request for Proposal for selection of Bidder as Transmission of Service Provider on Build, Own, Operate and Transfer (BOOT) Basis for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)"

S. No.	Clause No. and Existing provision	Clarification required	Clarification
3.	RFP for Selection of Bidder as Transmission Service Provider and BPC survey report Greenfield substation	During the site survey by the bidder, it is observed that the BPC location of the proposed Morena Substation lies in the region where the proposed routes of the transmission lines, and multiple lines planned for future terminating at this substation, shall traverse through huge forest area. This shall involve a lot of tree-cutting and time taking forest clearances which shall lead to higher timelines and costs for the project. Also, please note that there is ~30% forest land within the 3 km radius and ~50% forest land within the 5 km radius of the BPC proposed land parcel and there is a very close encounter of the Tiger corridor within the 3km and 5km radius. (Please refer Annexure-1). Hence, the BPC is requested to explore an alternate land parcel that minimizes the forest encounters for the final substation location and the associated transmission lines.	No change envisaged
4.	BPC survey report Section-6.4, Clause 20 Summary of Proposed Route : 20. Army cantonment/Mining/No go areas/ Airstrips/ Defense research Centre	The BPC route passes through 5 km vicinity of DRDO Research Centre, hence the BPC is requested to confirm if there are any guidelines to be followed for line construction near the same or any approvals have to be sought for the same.	Based on the preliminary walk over survey and surface conditions, the proposed line route has been prepared and indicated in the survey report. Further, Bidders are required to familiarize themselves with all relevant prevailing Rules/ Regulations/Guidelines issued by the concerned authorities, Central Government, the CERC and the CEA and amendments thereof.
5.	BPC survey report Section-6.4, Clause 20 Summary of Proposed Route :19. Upcoming Airport/Aviation zone/Air force Station	It is to be noted the BPC survey report mentions that the Dabra greenfield Airport is passing approx. 23 km from the proposed route, while as per the coordinates mentioned in G.S.R., the BPC route is passing approx. 11 km. BPC is requested to please confirm and also requested to share orientation of greenfield airport to propose the transmission line.	The mentioned location of Dabra greenfield Airport in the survey report is as per the Gati Shakti Portal.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
6.	RFP / Survey Report RFP clause 1.6.2.1.1	This is with respect to RFP submission of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/c line. As per the RFP clause 1.6.2.1.1 BPC shall be responsible to provide to the Bidders a Survey Report for the Project at least forty-five (45) days prior to the Bid Deadline. The survey report has been received on 06.05.2025. However, the bid submission date has been indicated in the RFP as 09.06.2025. Further, considering the geopolitical situation, the survey at our end could also not be started. Accordingly, the bid submission date may be extended by at least 30 days i.e. 09.07.2025. The bidder can provide the realistic tariff bid.	Timeline as per SBDs is followed.
7.	RFP Bay extension at Karera SS	BPC to provide the existing SLD & Layout marked with proposed bay extension area for 765kV & 400kV	Existing SLD (KAR-ELE-SLD-001) & Layout (KAR-ELE-PLAN-002) of Karera S/S are already provided.
8.	RFP Bay extension at Karera SS	We understand that existing Fire Fighting system shall have capacity to cater the additional scope area. (ICT & Switchyard). TSP to extend the existing FF System. BPC to confirm.	Existing fire-fighting systems shall be extended to meet the additional requirements under present scope at Karera S/S.
9.	RFP Bay extension at Karera SS Cl no. B 2.6 b)	BPC to provide the details of existing Busbar protection.	These details are yet to be finalised by the developer of substation.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
10.	RFP Bay extension at Karera SS	We understand that spare feeders shall be available for Aux Power supply to present scope of works. BPC to confirm.	Spare modules for AC & DC feeders shall be available in existing ACDB and DCDB for bays under present scope at Karera S/S.
11.	RFP Bay extension at Karera SS	For bay extension works at Karera, We understand that only interface related drawings shall be approved by existing developer. BPC to confirm.	Bidder shall follow the requirements of RfP.
12.	RFP Bay extension at Karera SS	We understand that existing 220V & 48 V Battery system shall have capacity to cater the additional DC load for present scope of works and also spare feeder for DC Supply. BPC to confirm.	New LT Transformer, DG set, Battery and battery charger are not envisaged under present scope at Karera S/S.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
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. For transparency of the competitive price discovery through e-RA	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. But in e-RA even if a single bid is received, two bidders cannot be at the same price offer. If the Initial Offer for two or more bidders is same and no bids are quoted in e-RA, the instant case seems to be hypothetical however in such case the decision of the competent authority shall prevail
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 CTU or its successors or an agency as decided by the Central Government after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days after 35 years from COD of project failing	**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.	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 CTUIL or its successors or an agency as decided by the

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	which CTU shall be entitled to take over the project assets Suo moto. Provisions of TSA 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	Treatment of Capital tax and applicable TDS to be clarified. **Query-2** 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 to CTU? **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.	Central Government after 35 years from COD of project at zero cost and free from any encumbrance and liability.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	to CTU or its successors or an agency as decided by the State Government at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which CTU shall be entitled to take over the Project Assets Suo moto		
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. For clarity and to comply with SBD requirement	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 is being extended accordingly.
4.	RfP 2.15.3 After the date of acquisition of the equity shareholding of MORENA I SEZ	Role of BPC has to be complete. i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be	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

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	TRANSMISSION LIMITED, along with all its related assets and liabilities, by the Selected Bidder, i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Nodal Agency,	taken thereafter will be undertaken by the Nodal Agency, save for those which are related to and consequent to the bidding process adopted by the BPC The BPC shall not relinquish its role after the acquisition but shall have to undertake all activities including providing the certification from the Bid Evaluation Committee etc., and other requirements to enable the Bidder to obtain Transmission license and adoption of Transmission charges. Furthermore, any activity which has an origin traced to the BPC activity/process has to be owned by BPC and the TSP / LTTC is neither aware nor can be made responsible.	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 iv. 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? 2.15.3 iv. Contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP if only such contractual obligations have been made available to the bidders 15 days prior to the bid deadline. Nature of contractual obligations cannot be left open as the same is to be fulfilled by the TSP.	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	**Query-1** We request you to consider at least 30 days' time for completion of these activities. **Query-2**	**Query-1** This is as per the Standard Bidding Documents. No change is envisaged. **Query 2**

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	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 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 Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act	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 Within thirty (30) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003	The 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 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. 2.15.6 If the TSP fails to obtain the Transmission License from the Appropriate Commission, the treatment shall be as per provisions 3.3 of the TSA. Provisions of 3.3 of TSA provides for consequences for non-fulfilment of conditions subsequent. The provisions of RfP as such have to be reflective of TSA.	This is as per the Standard Bidding Documents. The provisions of RfP documents shall prevail
8.	RfP General	i) Kindly confirm: whether the Project / Elements are covered under "Generation linked Project" or "System Strengthening Project"	The subject transmission scheme has been planned for evacuation of upto 2500MW Power from RE Projects in Morena area in Madhya Pradesh under Phase-I as well as for

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
			feeding power to 400/220 kV Sabalgarh (New) S/s of MPPTCL.
9.	RfP General	i) Kindly confirm: Whether the Project/ Elements are eligible for early commissioning incentive as per MoP, GoI order dated 15.07.2015.	The provisions in TSA pertaining to commissioning shall prevail which interalia covers the matter of preponing of CoD. The TSP may approach the Committee constituted by MoP vide its OM No. 15/1/2013-Trans dated 14.12.2021 to ensure smooth operationalization of the Policy for early commissioning
10.	RfP General	BPC is requested to confirm, whether the project/ Elements of the project are a part of Associated Transmission System (ATS) as per definition of Connectivity and General Network Access to the inter-State Transmission System, Regulations, 2022. Bidder needs information for proper estimation.	The elements have not been identified as part of Associated Transmission System of any Generating Station as per GNA Regulations, 2022.
11.	RfP General	BPC is requested to provide the details of transmission element(s) of subject project, for which any delay in construction of transmission elements by TSP resulting in mismatch of these elements viz-a-viz. generation station(s) or Unit(s), TSP shall be liable to make payments viz., transmission charges to generation station(s) or unit(s). under clause 13.8, Sharing of Inter-State Transmission Charges and Losses, Regulations, 2020 Bidder needs information for proper estimation	Provisions of RfP shall prevail. Elements covered under the subject transmission scheme are required to be implemented as per time-frame specified in the RfP. Treatment of transmission charges in case of delay/ mismatch in transmission scheme shall be governed as per applicable provisions of TSA and CERC (Sharing of inter-State Transmission Charges and Losses) Regulations.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
12.	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. To avoid ambiguity	The provisions of RfP and TSA are amply clear.
13.	TSA Clause no 2.3: Conditions prior to the expiry of the Transmission License 2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the Commission at least two (2) years before the date of expiry of the Transmission License, seeking the Commission's approval for the extension of the term of the Transmission License up to the Expiry Date. 2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the Commission for extension of the term of the Transmission License beyond the initial term	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. The Transmission Charges to be quoted by the bidders would be based on the cash flow generated from the Project for 35 years and if, for any reason not attributable to the TSP (including any change in law), the Transmission License is not extended by the Appropriate Commission beyond 25 years the TSP will suffer significant losses. The RfP / TSA should be suitably modified to provide security of continuation of the transmission business for at least 35 years.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	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.		
14.	TSA 3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), ... c) To submit to the Nodal Agency, CEA & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. .... 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;	As per clause 3.1.3 h, the EPC contracts to be awarded in 6 months. Whereas as per clause 3.1.3 c, TSP is required to submit Project Execution Plan after awards of Contracts within 120 days. TSP shall not be in a position to submit project plan within 120 days from effective date if the award of EPC contract is awarded after 120 days, but before 6 months period. As such, the timelines mentioned in above clauses are contradictory and the same may be reviewed. For clarity	Section 3.1.3 clearly states that period of 6 months is not applicable to clause (c).
15.	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	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	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	accordance with the provisions of this Agreement	returned by the CTUIL on fulfilment of conditions subsequent by the TSP" The additional CPG is for specific default(s) and once such default(s) cease to exist, this additional amount of CPG should be returned. Additional CPG cannot be held back by the CTUIL till COD of the Project.	
16.	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 any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.	The terms and conditions for termination of the TSA under this Article, including the termination payment and status of the SPV, need to be provided in the TSA. In case the Force majeure event continues, the TSA will be terminated and the CPG will be returned. Other expenses that would have been incurred till the date of termination of the TSA including the Acquisition Price paid for Acquiring the SPV and other incurred costs shall also be explicitly stated. There should be an explicit provision for refund of the Acquisition Price, along with the other expenses incurred by the TSP / Selected Bidder till such date of termination.	In such cases, provisions of Article 3.3.5 and Article 13.6.1 of TSA shall apply.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
17.	TSA 3.3.4 ..... Provided, that due to the provisions of this Article 3.3.4, ... If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9 11.7 (e) Available Relief for a Force Majeure Event 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. For project viability.	Force Majeure provisions under the TSA are amply clear and shall prevail
18.	TSA 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	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 deemed COD and TSP shall be entitled to all the benefits envisaged under the TSA. For clarity.	The provisions of TSA are amply clear and shall prevail

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	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.		
19.	Section-I of RfP And TSA 6.1 Connection with the Inter-connection Facilities: 6.1.1 The TSP shall give the RLDC(s), CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to	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	Provision of TSA shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	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. 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.	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 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. Order of CERC 4/ADP/2016 dated 23.03.2016.	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
20.	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 (b) covers the loss on debt amount which includes, 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. 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 Nodal Agency, 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
21.	TSA 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.3 Rebate & Late Payment Surcharge	Any changes in CERC regulations, which have an implication on Billing cycle and/or cost implication to the TSP due to change in rebate and late payment surcharge, the same shall be allowed to be recovered under Change in law.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
22.	TSA 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 this agreement, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.	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.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		As per clause 6.2 of the TSA, the TSP is eligible for payment of Transmission charges from the date of deemed COD.	
23.	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 2.5.7.3 and 2.5.7.4 of RfP.
24.	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.
25.	TSA 12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:	Any tax applied on the income or profits of the TSP need to be covered under change in law. Tax is an element beyond the control of the TSP.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail. Further, please refer Clause 2.5.7 of RfP

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

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	Term Transmission Customer or the TSP, as the case may be 10.3 Rebate & Late Payment Surcharge: 10.3.1 Rebate: In case the Long Term Transmission Customer pays to the TSP through any mode of payment in respect of a Monthly Transmission Charge Invoice or Supplementary Bill, the following shall apply: a. For payment of Invoices through any mode of payment, a Rebate of 2% shall be allowed on the Monthly Transmission Charge Invoice or Supplementary Bill for payments made in full within two Business Day of the receipt of the Invoice; or b. For payment of Invoices subsequently, but within the Due Date, a Rebate of 1% shall be allowed on the payments made in full. and others		
28.	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	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;	The provisions of RfP and TSA are amply clear.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	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.....".	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. For more clarity for submission of appropriate QR credentials	
29.	RfP Clause 2.11 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 alongwith IFSC code and Branch address Unique Identifier of the beneficiary (if applicable) (The unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/IFIN COV while transmitting verification messages to the Beneficiary Bank through SFMS). Bidder needs information for issuance of Bid Bond	Please refer to the details mentioned in Clause 2.10.2 in this regard.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
30.	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: nnexure 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 in this regard.
31.	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. For immediate commencement of execution of work by the SPV upon acquisition by the successful bidder.	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.
32.	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	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 statement is required for accounting in the books of successful bidder to	Audited Financial Statements shall be furnished post completion of audit by the auditors

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;	ascertain acquisition price on closing date. An undertaking that the audited financial statements shall be provided within 15 days from the closing date may be furnished by BPC for making the payment of acquisition price by successful bidder.	
33.	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? For clarity and simplification of bidding process	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
34.		Kindly provide the element wise break up for determining the transmission charges based on availability. For clarity and determination of tariff during operation	All the elements are required to be commissioned simultaneously to ensure their utilisation.
35.	cl. 1.6.1.1 of RfP & Cl. 5.1.4 of TSA 1.6.1.1 ... ... Further, the actual location of substations, switching stations or HVDC terminal or inverter stations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. Further, the actual location of Greenfield substations (Switching Stations or HVDC	The following amendment in SBD has been issued by MoP, GoI on 27.03.2025 in regard to location of greenfield substations: The actual location of Greenfield Substation (Switching Station or HVDC Terminal or Inverter Station) 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.	Kindly refer to Amendment No. 2 dated 06.06.2025 in this regard

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report	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. The same may be made part of the RfP documents for the subject Project.	
36.		Kindly confirm whether greenfield 765/400/220kV Morena Substation is generation pooling substation or load serving substation or intermediate Substation. For clarity and determination of tariff.	It is a greenfield Generation Pooling Substation as per outcome of meetings at CEA held on 17.04.2025 & 23.04.2025 to finalize the location of proposed 765 kV Morena PS (South of Sabalgarh).
37.	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.	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	This is as per the Standard Bidding Documents. No change envisaged.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		of pause on the previous day shall continue to be the L1 bidder at resumption of e-Reverse Auction. On resuming, the e-Reverse Bidding shall conducted for 60 minutes, which will be extended by 15 minutes from the last received bid time, if the bid is received during the last 15minutes. Subsequently, it will be extended again by 15 minutes from the latest received bid time. The above shall continue till the e-Reverse Bidding gets concluded. …. …. As per revised Standard Bidding Documents, the bidders are required to quote single annual Transmission Charge from the date of SCOD of the project till expiry date in initial bid and in the e-RA. During e-RA, the initial time period for e-RA is 2 hours with extension of 30 minutes from last bid. In this regard, it is submitted that the bidder is required to quote single number as annual transmission charges. Further, there is option for automatic reduction in e-RA portal. Therefore, the extension of 30 minutes from last bid submission may be reduced to 15 minutes. Further, in case the bidding extends beyond office hours, the e-RA may be paused and resumed on the	

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		next working day as being followed by major eps providers including Mjunction etc.	
38.	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 KAKINADA I TRANSMISSION LIMITED along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, twenty (20) days prior to the Bid Deadline.	RfP bid submission shall be scheduled accordingly. For preparation and submission of RfP Bid on time.	Timeline as per SBDs is followed.
39.	RfP Clarifications and Pre-Bid Meeting 2.3.1 The Bidders may seek clarifications or suggest amendments to the RfP by sending an email to the BPC at the email id indicated in Clause 2.14 within the date and time RfP for Selection of Bidder as Transmission Service Provider mentioned in Clause 2.7.2. For any such clarifications or amendments, the Bidders should adhere to the format as per Annexure – 19.	The response for clarifications sought by prospective bidders shall be provided atleast 2 weeks prior to bid deadline, so that price implications, if any, can be accounted for in the RfP bid. For preparation and submission of RfP Bid on time.	Clarifications are provided to bidders through e-mail on timely basis.
40.	RfP 2.5 The Bidding Process	The event of Bid Submission shall be kept live on the MSTC portal atleast 1 week prior to bid deadline. For preparation and submission of RfP Bid on time.	Event has already been activated on MSTC portal.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	The entire bidding process shall be conducted on electronic bidding platform created by MSTC Limited.		
41.	RFP for Selection of Bidder as Transmission Service Provider Clause 1.2 2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line	BPC is requested to share the following inputs for the extension work at Karera (near Datia): 1. Availability of space in existing Control room 2. Availability of space in existing cable trench for extension work 3. Make and model of SAS and VMS 4. Availability of CU for the bays under present scope of extension work. 5. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Bidder needs the information for proper estimation	1. Bidder may visit the site for available space as per their requirement. 2. Bidder may visit the site for available space as per their requirement. Detailed engineering for execution of work shall be done by the TSP. 3. SAS make: Siemens. VMS is yet to be finalised by the developer of Karera S/s. 4. Refer clause B.2.6 (b) of RfP. 5. New LT Transformer, DG set, Battery and battery charger are not envisaged for S/s extension at Karera under present scope.
42.	RFP for Selection of Bidder as Transmission Service Provider Clause 1.2 2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line	BPC is requested to share the following drawings/documents for extension work at Karera (near Datia): 1. Soil investigation report 2. Cable trench layout 3. Earthmat layout Bidder needs the information for proper estimation	Soil investigation is under present scope. Existing SLD and Layout drawings are already provided. Remaining drawings shall be obtained from the developer of S/s after finalisation. Further, refer clause B.5 of RfP.
43.	RFP for Selection of Bidder as Transmission Service Provider Clause 1.2	We understand that the TSP needs to follow RFP requirements only. TSP is not to follow any requirements based on SS owners standard outside	Bidder shall follow the requirements of RfP.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line	RFP requirement. Existing station (Karera SS) owner practice and requirement is not binding on TSP. Bidder needs the information for proper estimation	
44.	RFP for Selection of Bidder as Transmission Service Provider Annexure D: A.24.0 The tower shall be designed considering the porcelain Insulators with creepage factor of 31 mm/ kV irrespective of type of insulator used.	As per the current creepage requirements, the length of insulators will increase, which will subsequently impact electrical clearances. To accommodate these changes, all existing tower designs will require redesigning and re-testing to ensure compliance with the revised specifications. Kindly confirm Bidder needs confirmation for better understanding and proper estimation	Requirement of RfP shall be followed.
45.	Transmission Service Agreement 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 that 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? Bidder needs confirmation for better understanding and proper estimation	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
46.	Transmission Service Agreement Clause 2.2.2	BPC to clarify the following:	The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to CTUIL or its

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	It is required that post the Expiry Date, the TSP to transfer the Project to STU within a period of 90 days.	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 transferred if the TSP will manage the O&M post Expiry Date? Bidder needs confirmation for better understanding and proper estimation	successors or an agency as decided by the Central Government after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer of all project assets along with substation land, right of way and clearances shall be completed at the end of 35 years from COD of the Project. All the expenditure till the transfer of all project as-sets along with substation land, right of way and clearances shall be borne by TSP.
47.	Transmission Service Agreement 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. Bidder needs confirmation for better understanding and proper estimation	The provisions of TSA shall prevail.
48.	RFP for Selection of Bidder as Transmission Service Provider RFP, Clause 1.6. Clause no. 1.6.1.5 – Scope of Transmission Service Provider The TSP shall seek approval under Section 164 of Electricity Act, from CEA after acquisition of SPV [which is under incorporation]. The approval shall be granted by CEA generally within 30 days but in no case later than 45 days	We request BPC to confirm that in case of delay in grant of section 164 approval beyond 45 days by CEA, will this qualify as Force Majeure (FM) event under TSA, and we can get relief as per TSA. Bidder needs the information for proper estimation	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.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	from the date of receipt of application (complete in all aspects).		
49.	Transmission Service Agreement MPPTCL shall ensure development of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) linein matching timeframe of above scheme.	BPC is requested to provide status of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) implemented by MPPTCL Bidder needs information for proper estimation	400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) is to be implemented by MPPTCL in matching timeframe of above scheme.
50.	Transmission Service Agreement TSA ARTICLE: 5 Clause no. 5.5.6 - For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.	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. Bidder needs the information for proper estimation.	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.
51.	RFP for Selection of Bidder as Transmission Service Provider Clause 1.6.1.1 of RFP Further, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be	BPC is requested to clarify what shall be the classification of the "765/400/220kV Morena Greenfield substation (whether Generation PS or Load Serving SS or Intermediate SS) and subsequently what shall the radius within which the BPC shall finalise its Substation location from the given BPC substation location as per survey report. Bidder needs information for proper estimation	It is a greenfield Generation Pooling Substation as per outcome of meetings at CEA held on 17.04.2025 & 23.04.2025 to finalize the location of proposed 765 kV Morena PS (South of Sabalgarh). The substation shall not be beyond 3 km radius of the proposed location finalised by CEA/BPC.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report.		
52.	RFP for Selection of Bidder as Transmission Service Provider & TSA 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 4 nos. of Transmission elements in the subject project. We understand that all 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 single percentage (100%) for all these elements. BPC will appreciate that during Operation of the of the asset, if any outages happen to any element/elements of said asset or any scenarios occurs which are illustrated in schedule-4 of TSA then it will be difficult to compute payment of Transmission Charges under various scenarios based on the availability of each element. Please note that as per clause 10 of TSA, Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of TSA, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in	All the elements are required to be commissioned simultaneously to ensure their utilisation. Further, the recovery of transmission charges shall be as per relevant CERC Regulations.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		line with the provisions of Schedule 4 of this Agreement. In view of the above, BPC is requested to provide break-up of each element. Bidder needs information for proper estimation.	
53.	RFP for Selection of Bidder as Transmission Service Provider Definitions: "Bid Bond" shall mean the unconditional and irrevocable bank guarantee for (Rupees Twenty Crore and Eighty Lakh only (20.80 Crs), 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 2.12 Contract Performance Guarantee Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission System User the Contract Performance Guarantee for an amount of 52 Crore (Rupees Fifty Two Crore Only)	We would like to bring to your kind attention the Government's progressive decision to allow Insurance Surety bonds as a security mechanism. This was announced by the Hon'ble finance minister during the Union budget for FY-23. The Hon'ble Ministry of Road Transport & Highways has already taken a significant step by amending the bidding documents for EPC, HAM, and BOT (ToT) projects, incorporating provisions for accepting insurance surety bonds as 'Bid Security' and 'Performance Security'. Considering the capital-intensive nature of transmission projects, we request BPC to also allow submission of Insurance Surety Bonds as an alternative to Bank Guarantees as a security mechanism. Bidder needs the information for proper estimation	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
54.	RFP for Selection of Bidder as Transmission Service Provider Clause 2.5.2 Technical Bid comprising of 19. For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance	As per RFP clause 2.1.2 (ii), "Experience in construction of project in infrastructure sector" is allowed for meeting the technical requirement by the bidders. In reference to the same, bidders need to provide the details of above experience as per "Annexure 7D - Additional Information for verification of financial & technical capabilities of the bidders" The Part iii, attachment 3, (a) states "For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project and the same shall be certified as true by authorized signatory of the Bidding Company or the Lead Member of Consortium). In case the project listed in Attachment 2 is under BOOT / DBFOT mechanism, the certificates of final acceptance and/or certificates of good operating performance must be issued by the authority / independent engineer of the project as defined in the respective project agreement" Further, as per the RFP Clause 2.5.2 (19) "For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance and /	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		or certificates of good operating performance duly issued by owners or clients for the project, duly signed by authorized signatory". The experience in construction of infrastructure sector is obtained through Engineering, Procurement & Construction contracts (EPC Contracts) having a construction timeline and a pre-defined defect liability period. The industry wide norm for issuing the experience certificates to the EPC contractors is through issuance of completion certificates or final acceptance certificates by the contracting authorities. In reference to the above, we presume that in case of use of experience of construction (2.1.2 (ii)), we presume that submission of completion certificates or final acceptance certificates duly issued by owners of the project will sufficient and acceptable to the BPC. Requirement of certificates of good operating performance is not applicable for EPC contracts due to the intrinsic nature of such contracts.	
55.	Transmission Service Agreement Clause 5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations	BPC to clarify, what are the determining factors/criteria for deciding the unsuitability of site and transmission line route?	The provisions of TSA are amply clear and shall prevail

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	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 that in case of unsuitability of the spaces that are provided by the existing TSP for the scope of work, who shall be held responsible? Bidder needs the information for proper estimation.	
56.	Transmission Service Agreement 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 that 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? Bidder needs the information for proper estimation.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
57.	RFP for Selection of Bidder as Transmission Service Provider Request for Proposal Notification, Disclaimer This RFP may be withdrawn or cancelled by the BPC at any time without assigning any reasons thereof. BPC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever."	We would like to mention that it will be unreasonable on the part of BPC to reject a bid without assigning any reason. Since the BPC can be construed as 'state' under the Constitution, conduct of BPC ought to have transparent and as such BPC cannot take any decision without assigning proper reason/ justification. Bidder needs the information for proper estimation.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
58.	RFP for Selection of Bidder as Transmission Service Provider 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. Bidder needs the information for proper estimation.	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.
59.	RFP for Selection of Bidder as Transmission Service Provider Annexure-B, Clause 3.3 provides that "the Bidder shall disclose the name and address of agents and representatives, and Indian Bidder shall disclose their foreign principals or associates". Clause 3.4 states that "the Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid".	BPC is requested to clarify the rationale for having this clause? We understand that The Bidder is free to engage any consultant as long as it is under the purview of applicable law. Bidder needs the information for proper estimation	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
60.	Transmission Service Agreement TSA ARTICLE: 11 Clause no. 11.4.1 ..... (g) Any error or omission in the survey report provided by BPC during the bidding process	We request BPC to remove the point no g form the Force Majeure Exclusions. Bidder needs the information for proper estimation	This is as per the Standard Bidding Documents. The provisions of RFP shall prevail.
61.	Transmission Service Agreement TSA ARTICLE: 13 Clause no.13.7 Termination Payment - If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Long Term Transmission System User's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Long Term Transmission System Users shall take over the Project Assets..	As there is no mechanism for termination payment. We request BPC to provide the mechanism for compensating the cost incurred by the TSP for construction of asset, in case of non-requirement of any element during construction stage. Bidder needs the information for proper estimation.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
62.	Transmission Service Agreement TSA ARTICLE: 3 Clause No. 3.3.4 Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.	What is the rationale for only IDC recovery and no other expenditure like project cost overrun (such as overheads & price variation etc.) Bidder needs the information for billing purpose.	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
63.	Transmission Service Agreement 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 needs the information for proper estimation.	Bidder shall follow the requirement of RfP and TSA

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
64.	Transmission Service Agreement 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? Bidder needs the information for proper estimation.	Provisions of TSA are amply clear in this regard and shall apply
65.	Transmission Service Agreement 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. Bidder needs the information for proper estimation	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
66.	RFP for Selection of Bidder as Transmission Service Provider 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. Bidder needs the information for preparation of techno-commercial bid.	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
67.	RFP for Selection of Bidder as Transmission Service Provider Annexure no. 15- format for Contract Performance Guarantee/ Last Para Notwithstanding anything ..... (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by..... [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV].	Kindly note that the Government banks are not issuing the contract Performance Guarantee. We request BPC to modify the last Para of the Performance Guarantee format as highlighted in red font below: Notwithstanding anything ..... (365) days thereafter. This BANK GUARANTEE shall may be extended from time to time for such period, as may be desired by..... [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV and ..... [Insert name of the Bank].	The format is as per SBDs issued by MOP

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		Bidder needs the information for proper estimation	
68.	RFP for Selection of Bidder as Transmission Service Provider 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 CTU or its successors or an agency as decided by the Central Government after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer shall be	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. Bidder needs the information for proper estimation	Provisions of RfP and TSA shall prevail.
69.	RFP for Selection of Bidder as Transmission Service Provider 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 (CTU), The fee and charges of the Independent Engineer shall be paid by CTU and TSP does not have to consider any fee and charges of the Independent Engineer in its bid. Bidder needs the information for proper estimation	Nodal Agency shall appoint the Independent Engineer as per the provisions of TSA

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
70.	Transmission Service Agreement TSA ARTICLE: 1 Definitions and Interpretations Definition of Nodal Agency Nodal Agency" shall mean CTU, which shall execute and implement the Transmission Service Agreement (TSA);	The proviso to the definition states that while taking major decisions, CTU shall consult CEA on technical matters and any other matter if it feels necessary. BPC is requested to provide clarity on what would constitute 'major decisions'; further, what would be the nature of consultation is not clear, whether such consultation would be binding or just advisory in nature? Further, there is an element of discretion as well on the part of CTU, which should be done away with. Bidder needs the information for proper estimation	Nodal Agency will consult the CEA on case to case basis as per the provisions of the Standard Bidding Documents
71.	RFP for Selection of Bidder as Transmission Service Provider Definitions: 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.	As per the bidding documents TSA shall be signed between Nodal agency and TSP only. We request BPC to clarify role of Designated ISTS Customers and linkage of Designated ISTS Customers to TSA. Bidder needs the information for proper estimation	Provisions of RFP documents are amply clear in this regard.
72.	Transmission Service Agreement Schedule: 9	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	Please refer the methodology mentioned at schedule-9 which is amply clear.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period.	Bidder needs the information for proper estimation	
73.	RfP Document 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 Substation (Switching Station or HVDC Terminal or Inverter Station) 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.	It is request to clarify the category of the Morena Substation	It is a greenfield Generation Pooling Substation as per outcome of meetings at CEA held on 17.04.2025 & 23.04.2025 to finalize the location of proposed 765 kV Morena PS (South of Sabalgarh).

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	• 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.		
74.	Survey Report Clause 6.4 to 6.10 The route passing through 18.553 Kms of Protected forest, which includes 3.57Km of Wildlife (Madhav National Park to Ghatigaon Wildlife Sanctuary -Tiger Corridor as per NTCA)	We understand that local authorities have recommended to declare the entire forest area along the transmission line as reserved wild life area. We therefore request you to either 1. consider revising the route of the project so that forest and wild life can be avoided 2. Increase the project construction timelines to 36 months, so that successful bidders can get sufficient time to seek requisite permits/ approval for construction of the transmission line Clearances under wildlife is a challenging activity and generally takes long time (sometime 18 to 24 months), this may delay the project commissioning which inturn will imapact the viability of the project	Based on the preliminary walk over survey, surface conditions and the present status of forest & wildlife area, the tentative line route is prepared and is indicated in the survey report. It may be noted that efforts have been made by BPC to avoid Reserved Forest/Wild life sanctuary, mining, sensitive areas & other obstructions like RE Parks as much as possible. Further, as mentioned in the RFP Clause 2.5.7.4, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations.

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<table>
<tr><th>S. No.</th><th>Clause No. and Existing provision</th><th>Clarification required</th><th>Clarification</th></tr>
<tr>
<td>1.</td>
<td>…. The TSP will be required to establish the following Inter State Transmission System for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)" .. … ….

<table>
<tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr>
<tr><td>Est. 3x1500 MVA, 765/400 kV & 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor..</td><td rowspan="4">27 months</td></tr>
<tr><td>Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line….</td></tr>
<tr><td>2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line …</td></tr>
<tr><td>Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500 MVA ICT (3rd)</td></tr>
</table>

Note:</td>
<td><u>Location of Morena PS (South of Sabalgarh):</u>
TSP shall be independently allowed to select the land within the radius of the location proposed by the BPC in their Survey Report as per clause 1.6.1.1 of RfP/Clause 5.1.4 of TSA. Finalizing the land location of the substation near South of Sabalgarh in consultation with CEA, RUMSL and other stakeholders may result in delay of the project.

Space for Karera S/S:

<u>Query-1:</u>
The space for bays at Karera will be provided to TSP on an 'as-is, where-is' basis or or if the land will be levelled prior to transfer.

<u>Query-2:</u>
What is the timeline for handling over of land for construction

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 at Karera S/s by M/s Apraava Energy Pvt. Ltd. (AEPL), is not provided within 3 (three) months of acquisition of subject project SPV by the successful bidder.

<u>Query-3:</u>
O&M of the bays Karera substation are in the scope of TSP or Developer of Karera S/s. Kindly confirm.</td>
<td><u>Location of Morena PS (South of Sabalgarh):</u>

As per minutes of meetings held on 17.04.2025 & 23.04.2025 to finalize the location of proposed 765 kV Morena PS (South of Sabalgarh), it is a greenfield Generation Pooling Substation, hence shall not be beyond 3 km radius of the proposed location finalised by CEA.

<u>Space for Karera S/s:</u>

1. Space for bays at Karera will be provided to TSP on an 'as-is, where-is' basis.
2. The land for the augmentation work will be handed over to the TSP as per the provisions of the RFP. The successful bidder can coordinate with Karera Power Transmission Limited (KPTL) post transfer of the SPV
3. O&M of bays shall be in scope of respective bay owner. Further, CEA's "Operation and Maintenance (O&M) guidelines and Standard Format for Memorandum of Understating between New TSP and Existing TSP" issued by CEA vide its letter No. I/28514/2023 dated 22.06.2023 shall be followed.</td>
</tr>
</table>

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	a. M/s Apraava Energy Pvt. Ltd. (AEPL) shall provide space for above scope of work at Karera S/s (free of cost). *b. Location of the substation shall be finalized near South of Sabalgarh in consultation with CEA, RUMSL and other stakeholders.* *c. MPPTCL shall ensure development of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) line in matching timeframe of above scheme.* *... ... ...*		
2.	Transmission Service Agreement Schedule 1 Scope of the Project provides the following: 3. 2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line 4. Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500 MVA ICT (3rd) M/s Apraava Energy Pvt. Ltd. (AEPL) shall provide space for above scope of work at Karera S/s (free of cost).	The construction of scope of work by the selected bidder would depend on provision of spaces to be provided by M/s Apraava Energy Pvt Ltd. / TSP of the existing substations and would be out of control of the selected bidder. BPC to clarify the following: a. Whether the spaces provided by existing TSP will be compatible for the scope of work of the selected bidder? b. Whether there is any timeline within which existing TSP need to provide space to Selected Bidder? BPC is requested to provide details of estimated time period within which space will be provided to successful bidder by M/s Apraava Energy. c. BPC to please clarify under what binding arrangement or agreement is place with the TSP of existing substation, as Developers are obligated to provide space for works to successful bidder. d. Under which documents or transactions TSP of existing substation shall be obligated to provide spaces to the selected bidder? e. BPC to share the copy of the binding documents/agreements under which TSP of existing	a. The approved SLDs and layout the Karera substation has already been shared. Bidders may conduct their own due diligence for the adequacy of the space. b. The land for the augmentation work will be handed over to the TSP as per the provisions of the RFP. The successful bidder can coordinate with Karera Power transmission Limited post transfer of the SPV. c. As per RFP provisions d. As per RFP provisions e. As per RFP provisions f. Provisions of RfP and TSA shall prevail. g. Provisions of RfP and TSA shall prevail. h. The land for the scope of work at Karera shall be provided by the KPTL. However, the bidder is required to conduct its own due diligence regarding the suitability of the land, please note, the land development including levelling etc. is in the scope of the bidder and existing substation owner is not obliged to

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		substation is obligated to provide spaces to the selected bidder. f. In case of any delay on the part of TSP of existing substation in providing spaces to the Selected Bidder, whether the extension of SCOD and reimbursement of the cost will be provided to the selected bidder? g. Whether the delays on the part of TSP of existing substation in providing the spaces will cover under force majeure? h. BPC to clarify that as the spaces for scope of work shall be provided by TSP of existing substations, who shall be responsible in case of unsuitability of the land provided by TSP of existing substations?	provide any assistance to the bidder in this regard.
3.	RFP for Selection of Bidder as Transmission Service Provider Clause 1.2 - 400 kV line bays- 5 Nos. (2 No. for termination of Morena PS – Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) line; 2 Nos. for interconnection of Greenko PSP & 1 no for RE interconnection) - 220 kV line bays – 4 Nos. (for RE Interconnection)	BPC is requested to provide the approximate line lengths of the 400kV & 220 kV future lines mentioned in scope of work Bidder needs the information for proper estimation	The length of Morena PS to Sabalgarh (New) (MPPTCL) 400kV D/C line (Quad Moose/ High Capacity) line shall be approximately 35 Km.
4.	RFP for selection of Bidder as TSP through TBCB process to establish ISTS for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase-1 (2500MW)" Clause 2.1.5 of Section-2 of RFP which states "The Bidder may seek qualification on the basis of	Keeping in view of the provision of clause 2.1.5 following is proposed: A bidder BBB is bidding as a sole bidder being wholly owned subsidiary of PPP (Ultimate Parent Company). BBB is seeking to get qualified based on PPP's financial strength and part technical requirement and BBB is meeting the	Provisions of RFP are amply clear and shall be followed.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	technical and financial capability of its Parent and/ or it's Affiliate(s) for the purpose of meeting the Qualification Requirements..." Further in para below it also states the following; "If the Technically Evaluated Entity and/or Financially Evaluated Entity is an entity other than the Bidding Company, the Bidding Company 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 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 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)."	balance technical requirement based on technical strength of AAA which is an Affiliate of BBB and is subsidiary of PPP with more than 26% stake of PPP in AAA. Now in line with provision of 3rd para in clause 2.1.5 a legally binding undertaking supported by a board resolution need to be submitted by BBB along with the Bid, from PPP being the Ultimate Parent Company for both AAA (i.e. Affiliate) & BBB (the Bidder) that all the equity investment obligations of BBB shall be deemed to be equity investment obligations of PPP. In view of the above, PFC may kindly clarify that: 1. the undertaking of equity investment from Ultimate Parent Company shall suffice the requirement without any separate undertaking from AAA, the Technically Qualified Affiliate, based on whom the bidder is meeting part technical qualification requirement. 2. the AAA will not have any liability/ obligations/ undertaking with respect to the Project despite BBB using its technical qualification and 3 3. no documents (including board resolution) from AAA would be required, for bid submission or at any time in future	
5.	RfP Document Scope of work	Currently the SCOD for the project is 27 months from the transfer of the SPV; SCOD from 27th months to 33 months	TSP has to follow the provisions of RFP.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		Given the project requires clearances under the wild life and forest and also include delivery of 10 x500 MVA, 765kV transformer, we request to relook into the SCOD month and increase it to at least 33 months	
6.	RfP Document (Annexure D) Clause B.2.5.1 at Page No. 137	The approximate length of the 400 kV transmission line required for connecting renewable energy generators to the proposed Morena substation is to be provided. Please confirm whether the 400 kV transmission line is less than or greater than 30 km from the proposed Morena substation	The length of Morena PS to Sabalgarh (New) (MPPTCL) 400kV D/C line (Quad Moose/ High Capacity) line shall be approximately 35 Km.
7.	RfP Document (Annexure D) Clause B.2.6.a at Page No. 139	Protection relay and controlling system: Details of the 400 kV transmission line conductor shall be provided	Protection co-ordination shall be done by TSP during detailed engineering of the project.
8.	RfP Document (Annexure D) Clause no. C.1.0 at Page No. 147	**Establishment of 3x1500 MVA, 765/400 kV and 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor.** The 400 kV FOTE system at our end is within our scope. We presume that the remote end bay owner will ensure compatibility with our FOTE system. Additionally, RE/MPPTCL will provide the PLCC system for both ends. For the 220 kV system, the RE developer will supply both the FOTE and PLCC equipment, and the bidder is required to provide the necessary space for their installation.	Requirement of RFP shall be followed. PLCC equipment is envisaged in the scope of developer of the line.
9.	RfP Document (Annexure D) B.4 at Page No. 145	**General Facilities** Is it mandatory to consider a twin conductor configuration for the 220 kV gantry termination of the takeoff line?	Requirement of RFP is amply clear.
10.	RfP Document (Annexure D) C.4.0 Page No. 151	**Specific Requirement for Phasor Measurement Units (PMUs)** The approach cable for future 400 kV bays, as included in	Requirement of RfP shall be followed. Bidders is requested to refer the clause C 1.0 (a) at Page No-147.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		the present scope, shall be under the developer's scope of supply.	
11.	RfP Document (Annexure D) C.5.0 Page No. 151	**PLCC and PABX** The 400 kV and 220 kV PLCC systems will be supplied by RE/MPPTCL; therefore, the HF cable at both ends shall also fall under their scope of supply.	It is envisaged that HF cable shall be in scope of the PLCC supplier/provider.
12.	RFP General	Is the use of a monopole structure mandatory in urban areas; we understand 765kV monopole design is limited hence it is requested to relook into the technical requirement	Kindly refer to Clause 6.0 of the Survey Report, which specifies that monopoles are to be erected in urban areas where Right of Way (RoW) constraints exist. The line route indicated in the survey report is tentative. If final route finalised by bidder passes through urban areas, monopoles are to be erected for the section falling in Urban area.
13.	Survey Report	We understand the route is passing close to the DRDO building, request you to share DRDO guidelines to be followed for the 765 kV transmission line along the route.	Based on the preliminary walk over survey and surface conditions, the proposed line route has been prepared and indicated in the survey report. Further, Bidders are required to familiarize themselves with all relevant prevailing Rules/ Regulations/Guidelines issued by the concerned authorities, Central Government, the CERC and the CEA and amendments thereof.
14.	Survey Report	In the BPC route, the protected forest and wildlife infringement are mentioned. Is the area classified as protected or reserved forest? Further to the above, kindly look into the possibility of revising the route, so that wild life can be avoided	It may be noted that efforts are have been made by BPC to avoid Reserved Forest/Wild life sanctuary, mining, sensitive areas & other obstructions like RE parks and the same has been reflected in the Survey report. In case of any revenue forest/Reserve forest/Wild life Sanctuary/Tiger Reserve/Tiger

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
			Corridor/ESZ/Elephant Movement Corridor/RE parks/Sensitive areas is encountered in the transmission line route, bidder should take needful action as may be required as per clause 2.5.7 of the RFP before submitting their bid.
15.	RfP Document 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 Substation (Switching Station or HVDC Terminal or Inverter Station) 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.	RfP Document 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 Substation (Switching Station or HVDC Terminal or Inverter Station) 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.	It is a greenfield Generation Pooling Substation as per outcome of meetings at CEA held on 17.04.2025 & 23.04.2025 to finalize the location of proposed 765 kV Morena PS (South of Sabalgarh).

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
16.	Survey Report Clause 6.4 to 6.10 The route passing through 18.553 Kms of Protected forest, which includes 3.57 Km of Wildlife (Madhav National Park to Ghatigaon Wildlife Sanctuary -Tiger Corridor as per NTCA)	We understand that local authorities have recommended to declare the entire forest area along the transmission line as reserved wild life area. We therefore request you to either 1. consider revising the route of the project so that forest and wild life can be avoided 2. Increase the project construction timelines to 36 months, so that successful bidders can get sufficient time to seek requisite permits/ approval for construction of the transmission line Clearances under wildlife is a challenging activity and generally takes long time (sometime 18 to 24 months), this may delay the project commissioning which inturn will imapact the viability of the project	Based on the preliminary walk over survey, surface conditions and the present status of forest & wildlife area, the tentative line route is prepared and is indicated in the survey report. It may be noted that efforts have been made by BPC to avoid Reserved Forest/Wild life sanctuary, mining, sensitive areas & other obstructions like RE Parks as much as possible. Further, as mentioned in the RFP Clause 2.5.7.4, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations.
17.	Transmission Service Agreement Clause no. B 2.7, Protection Relaying & Control Page 84 General Comment	Existing Substation Automation System details Please share the Details & Makes of the existing SAS. Bidder needs the information for proper estimation	SAS make at Karera substation: Siemens.
18.	Transmission Service Agreement Clause no. B 2.6, Protection Relaying & Control Page 82 General Comment	Existing Protection Panel details Please share the Details & Makes of the existing CRP panels of the 765,400 & 220 kV side. Bidder needs the information for proper estimation	The same may be obtained from the existing developer during execution stage.
19.	Transmission Service Agreement	Exisiting Busbar Protection	Karera S/s:

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	Clause no. B 2.6 (b), D - Bus Bar Protection Page 84 General Comment	We understand that, as this is extension work, the provision of integration/ports of new bays in existing busbar protection is available. We only need to consider the Peripheral units (PU) for news bays. Please confirm. Further, please provide details/drawings of the existing Busbar protection Panel. Bidder needs the information for proper estimation	Augmentation of existing bus bar protection system is under present scope. Peripheral Units (PUs) shall be provided by respective bay owner.
20.	Transmission Service Agreement Clause no. B 3.1, D - AC & DC Power Supplies Page 85 General Comment	Exisiting ACDB & DCDB Panels We understand that the spare feeders are available in the existing 415V ACDB & 220V & 48V DCDB system for extension bays. Please Confirm. Further, in case spare feeders are not available, please confirm that space is available in the control room for new distribution boards. Please share the control room panel arrangement drawings Bidder needs the information for proper estimation	Spare modules for AC & DC feeders shall be available in existing ACDB and DCDB for bays under present scope at Karera S/s.
21.	Transmission Service Agreement Clause no. B 4, General Facilities Page 88 General Comment	Space availability in the existing SPR Building We understand that, as this is extension work, the space is available for the placement of CRP Panels in the existing nearby SPR room. Please confirm. Furthermore, please provide details and drawings of the SPR Buildings. Bidder needs the information for proper estimation	Same is under present scope. Further, bidder may visit the site.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
22.	Transmission Service Agreement Clause no. B 4, General Facilities Page 88 General Comment	Space availability in existing Cable Trenches for new cables We understand that, as this is extension work, the space provision is kept for future extension bay cables. Please confirm. Please provide details/drawings of the existing trenches in the substation to check the space availability. Bidder needs the information for proper estimation	Same is under present scope. Further, bidder may visit the site.
23.	Transmission Service Agreement Clause no. B 4, General Facilities Page 88 General Comment	Earth Mat As the substation earth mat is already available, therefore, please share the soil resistivity value for calculating the earth mat requirement in the extension bays. Bidder needs the information for proper estimation	Soil investigation is under present scope.
24.	Transmission Service Agreement Clause no. B 4, General Facilities Page 88 General Comment	Exisiting Busbar Conductor details Please share the details of the existing substation busbar conductor type & configuration. Bidder needs the information for proper estimation	Bidder may visit the site for existing details.
25.	Transmission Service Agreement Clause no. B 4, General Facilities Page 88 General Comment	Existing Substation Tower Details Please share the sections drawings of the existing substation side. Bidder needs the information for proper estimation	Bidder may visit the site for existing details.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
26.	Transmission Service Agreement Specific Technical Requirements for Communication Page 90-93 General Comment	Availability of ports in Existing FOTE Panel We understand that, as this is extension work, the provision of integration / Ports in the existing FOTE Panel is available for the new line & reactor bays. Please confirm. Further, please provide details/drawings of the existing FOTE Panel. Bidder needs the information for proper estimation	Bidder to coordinate with TSP of upcoming Karera S/s for details of upcoming FOTE at Karera s/s.
27.	Transmission Service Agreement General Comment	Geo-technical investigation report Please share the geotechnical investigation report of the existing area. Also share the HFL data for Both substations. Bidder needs the information for proper estimation	Bidder may visit the site and coordinate with the owner of the existing substation to ascertain the same.
28.	Transmission Service Agreement General Comment	We presume that the existing sub-substation area shall be provided fully levelled land with any necessary earth retaining structures, along boundary walls. Please confirm. Bidder needs the information for proper estimation	Same is under present scope. Bidder may also visit the site for existing details.
29.	Transmission Service Agreement 10.3 Rebate & Late Payment Surcharge Page 37 General Comment	Any changes in CERC regulations, which have an implication on Billing cycle and/or cost implication to the TSP due to change in rebate and late payment surcharge, the same shall be allowed to be recovered under Change in law. Bidder needs the information for proper estimation	This is as per the Standard Bidding Documents. The provisions of TSA shall prevail.
30.	General Comment	In our past experience, there have been instances where proposed Solar Parks, Wind Farms, or Transmission Lines (TL) were not disclosed in the initial survey reports. As a result, during the commencement of construction activities	Based on the preliminary walk over survey and surface conditions, the tentative line route has been prepared and indicated in the survey report.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		for the TL, new information emerged regarding additional solar or TL projects in the vicinity, which led to disputes and delays in project execution. We kindly request that you share details of any proposed or upcoming Solar Parks, Wind Farms, Transmission Lines, or Substations in the area Bidder needs the information for proper estimation	It may be noted that efforts have been made by BPC to avoid Reserved Forest/Wild life sanctuary, mining, sensitive areas & other obstructions like RE Parks and the same has been reflected in the Survey report. Further, as mentioned in the RFP Clause 2.5.7.4, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations.
31.	Transmission Service Agreement Clause no. B 2.5.5, Surge Arresters (AIS) Page 82 .....Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices.....	Please note that in all new substations, the 245kV Surge Arresters, Class B design, are provided with Polymer housing and without PRD by all suppliers. Request that you please accept the 245kV Surge Arresters without PRD. Bidder needs the information for proper estimation	Bidder shall follow the requirement of RfP.
32.	RFP Clause 1.6.1.1 of RFP	1. we understand that the mentioned sapce for the extension work (present scope) at Apaarva will be made available without any charges to selected TSP. ii) BPC is requested to confirm the timelines for handing over the space by developer of Karera Substation. iii) We understand that levelled land shall be provided to TSP for extension work at RaKarera Substation.. Please confirm. iv)As New substation proposed at Morean as a Pooling Substation, we understand that substation land can be purchase within the radius of 3 km as per latest guidelines	1. Refer clause 1.2 (a) of RfP. ii. The land for the augmentation work will be handed over to the TSP as per the provisions of the RFP. The successful bidder can coordinate with Karera Power Transmission Limited (KPTL) post transfer of the SPV iii. Site levelling is under present scope. iv. Provisions of RFP are amply clear and shall be followed.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		issued by MoP. Bidder needs the information for proper estimation	
33.	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. Bidder needs the information for proper estimation	Approval for laying of Overhead Transmission Lines under Section 68 has been obtained. The same shall be shared with the successful bidder.
34.	Survey Report & RfP A.20.0 (Page 132) 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).	As per our understanding for Protected forest or areas we do not need to consider Multi circuit Tower for 765 kV Voltage Level. Bidder needs the information for proper estimation	Multi circuit towers are not envisaged for 765 kV voltage level.
35.	Survey Report Tiger Corridor as per NTCA (crossing at AP7-AP10)	kindly confirm that whether the route alignment falls in tiger corridor or not. also, the approval for the Tiger Corridor typically takes more than 15 months. In the event of a delay beyond the expected timeline, the quoted tariff shall be suitably compensated in accordance with the duration of the delay. Bidder needs the information for proper estimation	Please refer the survey report. Further, provisions of RFP document will prevail.
36.	Survey Report & KMZ Wild Life Sanctuary AP-36-AP68	The proposed transmission line alignment falls within a 10 km radius of the Wildlife Sanctuary boundary, hence, kindly confirm that route alignmwent falls in wild life boiundary or not.	Kindly refer reply at S. No. 30

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		Bidder needs the information for proper estimation	
37.	RFP Clause 1.6.1.1 of RFP and Clause 5.1.4 (a) of TSA Amendment-I Further, the actual location of Greenfield Substation (Switching Station or HVDC Terminal or Inverter Station) in the scope of TSP: 1) For a Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by the BPC in their Survey Report. 2) 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. 3) For an Intermediate Substation shall not be beyond 10 Km radius of the location proposed by the BPC in their Survey Report.	kindly clarify that proposed greenfield substation is generation Pooling Substation/Load Serving Substation/Intermediate Substation. Please confirm This will help us to identify the selection of the land as per the recent guideline	Kindly refer reply at Sr. No. 15
38.	Survey report Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossing Pachora PS – Rajgarh (PG) 400kV D/c Line has Sardarpur Wildlife Sanctuary : 4.80 Kms Neemuch-PS -Pachora PS 400 kV D/c line has reserved forest : 15.72 kms	our understanding is that the surveyed data is entitative and any increase in wildlife & reserved forest length shall be suitably compensated to the bidder with additional time line provision. Kindly confirm wildlife sanctuary & reserved forest exact length can't be ascertain at pre bid stage, hence, any change after award of the work shall be compensated with extra time provision	Kindly refer reply at Sr. No. 30 Further, provisions of RFP document will prevail.
39.	Survey report Identification of land for proposed 400/220kV substation at Handiya village, Harda district (M.P).	We believe that identification of land done by the BPC after site visit and proper verification of land with clear titles, kindly confirm	After the site visit, the tentative location for substation has been finalised and the same has been mentioned in the survey report.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		this is required for smooth acquisition of land, to kick off the project at the earliest	Bidder may finalise the substation location based on detailed survey.
40.	Survey report Neemuch-PS -Pachora PS 400 kV D/c line	solar park development is ongoing which is not mentioned in BPC survey documents. We envisage that many such solar park development is ongoing in the route which need to identify at pre bid stage. request you to kindly provide all solar park development in this vicinity for project assessment. this is required for smooth execution during construction of the project, which help the bidder to complete the project on time.	Kindly refer reply at Sr. No. 30
41.	Survey report Pachora PS – Rajgarh (PG) 400 kV D/c Line	various wind mill project development is ongoing which is not mentioned in BPC survey documents. we observed that large number of wind mill is ongoing in the route which need to identify at pre bid stage. request you to kindly provide all wind mill project in this vicinity for project assessment. also, kindly share the recent guideline to be followed by bidders to maintain the minimum transmission line corridor from wind mill pole/tower this is required for smooth execution during construction of the project, which help the bidder to complete the project on time.	Kindly refer reply at Sr. No. 30
42.	Survey report Pachora-PS -Handiya 400kV D/c line	kindly provide the HFL data, scour depth for river crossing This is required for special tower design	As mentioned in the RFP Clause 2.5.7.4, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations.
43.	RFP ANNEXURE C	as per RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024, following change has been recommended	Requirement of RFP shall be followed.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	Technical Specifications of Transmission System A.25.0 Row width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and Row guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024	1) For 400kV D/C ACSR MOOSE: under forest area RoW width is recommended from 46 mtr to 40 mtr 2) For 400kV D/C ACSR MOOSE: Urban area / populated area / approach section near substation RoW width is recommended from 46 mtr to 38 mtr shall bidder consider this ROW width as suggested above? kindly confirm This is required for clarity of guideline	
44.	RFP document Clause 1.6.2.1 4) To initiate process of seeking forest clearance, if required	Development of the project is largely dependent on obtaining the RoW through these forest stretches. Details of the status of the process initiated, the outcome & and the feasibility of obtaining clearances without derailing the indicated project schedule may be furnished. To estimate the feasibility of the project in the timeline and the quantum of activity to be discharged by the bidder	Bidders may refer the issued Survey report in this regard. Further, necessary applications/letters for forest clearances have been shared with the appropriate authorities to get necessary approval.
45.	RFP ANNEXURE-C Technical Specifications of Transmission System A.20.0 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 Mult circuit (4 circuits) configuration of same voltage level considering reliability level of at least two.....	We understand that the requirement of Multi circuit tower will be applicable for Protected areas only which includes Wildlife Sanctuaries & National Parks. No Multi circuit tower will be required in Forest Area, Eco-Sensitives Zones,Social Forest Area and GIB Potential areas. BPC to Confirm. Required for proper estimation.	Bidder shall follow the requirements of RfP and CEA's (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022. Protected areas shall be as per Government orders.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
46.	RFP Annexure C Specific technical requirement of Transmission Line	Please clarify type of conductor to be used i.e (i.e. ACSR / AAAC / AL59). also clarify that bidder can select conductor configuration by their own For preparation of Bid.	Refer clause A.8.0 of RfP.
47.	RFP 1.2 Scope of the project	Please clarify who shall perform O&M for the bays. Is there any agreement with existing substation owner to perform O&M? What will be charges of O&M and scope covered under the agreement with existing substation owner?? Required for proper estimation.	In respect of scope of O&M, Provision of RfP is amply clear. Further, CEA's "Operation and Maintenance (O&M) guidelines and Standard Format for Memorandum of Understating between New TSP and Existing TSP" issued by CEA vide its letter No. I/28514/2023 dated 22.06.2023 shall be followed.
48.	RFP document 2.15.4 Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003	We request you to consider at least 30 days' time for completion of these activities For smooth transfer	This is as per the Standard Bidding Documents. No change is envisaged.
49.	TSA 3.1.1 Within ten (10) days from the date of issue of Letter of Intent, the Selected Bidder, shall, Provide the Contract Performance Guarantee, and… Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of.....[Insert Name of the SPV]	Given the past experience, after the issuance of LoI, the clearance for signing the SPA by the BPC itself takes about one month (30 days). During this period approvals have to be obtained from the competent authority for furnishing inputs to signing of the SPA. The timeline of 10 days is unworkable and as such at least 30 days have to be provided.	This is as per the Standard Bidding Documents. No change is envisaged

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
50.	TSA 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.	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 deemed COD and TSP shall be entitled to all the benefits envisaged under the TSA.	The provisions of TSA are amply clear and shall prevail.
51.	TSA 6.1.3 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	It is understood that the connectivity regulations at the time of bidding stage shall be complied with by the TSP, whereas any amendments, if any after bid submission having impact on tariff shall be construed under change in law	The provisions of TSA are amply clear and shall prevail.
52.	TSA 7.1 The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the Commission and CEA from time to time and provisions of the Act.	It is understood that the regulations of Commission and CEA at the time of bidding stage shall be complied with by the TSP, whereas any amendments, if any after bid submission having impact on tariff shall be construed under change in law	The provisions of TSA are amply clear and shall prevail.
53.	TSA	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	The provisions of TSA are amply clear and shall prevail.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	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 Sharing Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement	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 To ascertain COD as per site condition	
54.	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. For execution of the project on time	The provisions of TSA are amply clear and shall prevail.
55.	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 / nonrecurring 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.	This is as per the Standard Bidding Documents. No change is envisaged.
56.	TSA Clause 13.7 If Agreement is terminated on account of Force Majeure Events, nonrequirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of	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

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
	Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets		
57.	RFP Clause 1.10 The Ministry of Power and the appropriate state government(s) shall provide their support to the TSP, on best endeavour 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 For clarity on guideline	The same shall be shared with successful bidder
58.	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. For execution of the project on time	This is as per the Standard Bidding Documents. No change is envisaged.
59.	RFP for Establish inter-state transmission system For Transmission system for Evacuation of power from Re projects in Morena SEZ in Madhya Pradesh-phase I (2500 MW) dated 03.04.2025 Clarification-I KAR-ELE-PLAN-002	Clarification-I dated 08.05.2025 Drg No.- KAR-ELE-PLAN-002 Drawing Title KARERA S/S 765/400/220kV PLAN LAYOUT In the Layout Drawing for Karera S/s (Drawing ref KAR-ELE-PLAN-002), provided along with clarification dated 08.05.2025, it is shown that 765kV & 400kV Main Buses are to be extended for Present Diameter and One Number of Future Diameter. Whereas in Single Line Diagram Drawing ref KAR-ELE-SLD-001, 765kV & 400kV Buses extension for One Number of Diameter under present scope is specified. As under present scope only One	Bus Extension shall be for two nos. new diameters as shown in layout drawing provided.

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S. No.	Clause No. and Existing provision	Clarification required	Clarification
		Number of 765kV & One Number of 400kV Diameter is envisaged, hence we have considered Bus Extension for present scope only as shown in single line diagram. Kindly confirm. For estimation purpose	
60.	RFP & Plan Layout Karera 2 Nos of 765kV Line Bays at Karera Augmentation of 400/220kV at Karera	For Karera PS line side gantry marked for present scope of work but It is understood that for existing half dia the line side gantry is not in the scope of TSP. BPC to confirm our understanding.	Line side gantry shall be provided as shown in layout drawing provided.

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Set 6 of Clarifications dated 31.07.2025- Request for Proposal for selection of Bidder as Transmission of Service Provider on Build, Own, Operate and Transfer (BOOT) Basis for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)"

S. No.	Clause No. and Existing provision	Clarification required	Clarification
1.	RFP for Selection of Bidder as Transmission Service Provider and BPC survey report Clause 1.2 (For Greenfield substation land) Location of the substation shall be finalized near South of Sabalgarh in consultation with CEA, RUMSL and other stakeholders.	BPC is requested to confirm the following: 1. Is the bidder free to choose a land parcel within the radius provided by the BPC or is there any fixed land parcel which the bidder has to acquire from the mentioned authorities. 2. BPC is requested to clarify the process of land acquisition and is the bidder required to inform the mentioned authorities about its identified land parcel, or does the bidder need to seek any approval from the mentioned authorities for acquiring the land for proposed substation? 3. In case a fixed land parcel has to be acquired from the mentioned stakeholders, please share the land cost at which they intend to provide the land for substation to bidders? 4. BPC is requested to please provide the contact information of the concerned authorities. 5. BPC is requested to inform about who are the "other stakeholders" apart from CEA and RUMSL.	1. Bidder is free to choose a land parcel within the radius as provided in the para.1.4 of the survey report. 2. As mentioned in the RFP Clause 2.5.7.4, Bidder may carry out their own due-diligence with the concerned authorities as per the prevailing rules and regulations. 3. Refer pt. 1 & 2 4. Refer pt. 2 5. The proposed location for 765 kV Morena PS (South of Sabalgarh) was finalised in consultation with CEA, CTUIL, SECI, RUMSL & MPPTCL.

MORENA ISTS TRANSMISSION LIMITED

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Set 7 of Clarifications dated 17.09.2025- Request for Proposal for selection of Bidder as Transmission of Service Provider on Build, Own, Operate and Transfer (BOOT) Basis for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)"

S. No.	Clause No. and Existing provision	Clarification required	Clarification
1.	RFP Page 5 & 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 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"*	What will be the acquisition charges for acquiring SPV?	Final acquisition price shall be intimated to the successful bidder. Provisional acquisition price has already been shared with bidders vide email dated 16.09.2025.
2.	RFP / Survey Report	This is with respect to RFP submission of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 C D/c line. A pipeline is crossing between AP5 and AP6 which has not been considered in BPC route. Accordingly, BPC is requested to rectify the same and provide the modified route along with Angle schedule.	Based on the preliminary walk over survey, surface conditions and the present status of the area, the tentative line route is prepared and is indicated in the survey report. Further, as mentioned in the RFP Clause 2.5.7, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations.
3.	RFP / Survey Report	Crossing arrangements of LILO of 765 kV Satana-Gwalior line at Karera substation has not been considered in BPC route, accordingly, BPC is requested to rectify the same and provide the modified route along with Angle schedule.	Based on the preliminary walk over survey, surface conditions and the present status of the area, the tentative line route is prepared and is indicated in the survey report. During the survey, it is understood that the Karera substation was under construction and for the transmission lines emanating

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Set 7 of Clarifications dated 17.09.2025- Request for Proposal for selection of Bidder as Transmission of Service Provider on Build, Own, Operate and Transfer (BOOT) Basis for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)"

S. No.	Clause No. and Existing provision	Clarification required	Clarification
			from the Karera substation, Bidders are required to carry out their own due-diligence and finalize their line route.
4.	RFP / Survey Report	For crossing of 400 kV and 765 KV line, tension tower after the crossing towers is required for weight span limitation, the same has not been considered in BPC tower schedule submitted in Survey report. For crossing of 5 nos. of such lines as envisaged total 10 numbers additional tension tower are required. BPC is requested to rectify the same and provide the modified Angle schedule.	The transmission line route proposed in the Survey Report along with the Angle Point towers is indicative based on the preliminary survey carried out by BPC. Bidders are required to carry out their own due-diligence as per clause 2.5.7 of the RFP.
5.	RFP / Survey Report	1. Under the subject scheme, construction of 765 kV D/C Morena- Karera transmission line along with 765/400/220kV Substation in Morena has envisaged for evacuation of power for facilitating integration of 2.5 GW RE injection into the ISTS network. 2. As per the survey report, the said transmission line is passing through the vicinity of DRDO research centre at 2.5 km. In this aspect clarification were sought from BPC for the minimum distance of line to be maintained from the boundary of DRDO. 3. The BPC clarification is mentioned below for ready reference: -*"The line route indicated in the survey report is tentative. Further, as mentioned in the RFP Clause 2.5.7.4, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations."*	In continuation to the reply, Sl.No.2 of Set-3 Clarification dtd. 24.06.2025, mentioned below for ready reference. *"The line route indicated in the survey report is tentative.* *Further, as mentioned in the RFP Clause 2.5.7.4, Bidder may carry out their own due-diligence while finalizing the line route as per the prevailing rules and regulations"* Further, it may be noted that applicability of Change in Law shall be governed by Article 12 of TSA.

MORENA I SEZ TRANSMISSION LIMITED

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Set-7 of Clarifications dated 17.09.2025- Request for Proposal for selection of Bidder as Transmission of Service Provider on Build, Own, Operate and Transfer (BOOT) Basis for "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)"

S. No.	Clause No. and Existing provision	Clarification required	Clarification
		4. We have accordingly approached the DRDO office, but are unable to get the relevant details. 5. Since the above may affect the route of line appreciably, BPC may take the issue at their end and give suitable reply for the same. Else we are going ahead with the route considered by BPC in their survey report and any increase in line length due to change in route based on DRDO permission during execution, shall be considered under change in law.	

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Annexure P/9

Kunal Kumar

From: Project In-charge, ITP <pfccl.itp@pfcindia.com>
Sent: 12 August 2025 16:45
To: Kunal Kumar
Cc: Puneet Singh Chauhan; Nitin Mahajan; Sanjay Nayak; Naveen Phougat; Nirmala Meena; Hk Madhulika Murthy
Subject: RE: Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)- Regarding Issuance of Clarifications
Attachments: Annexure II_ TSA.PDF; Annexure I- Amendment No.5.pdf; Enerica.pdf

Mail from External Sender - be careful with Links, Attachments and Responses.

Dear Sir,
Please find the attached Amendment No. 5 to the RFP documents for the above cited transmission scheme and revised TSA.

--
Regards,
PFC Consulting Limited,
New Delhi

From: Project In-charge, ITP
Sent: 31 July 2025 17:14
To: 'Kunal Kumar' <kunal.kumar@energrid.in>
Cc: 'Puneet Singh Chauhan' <puneet.chauhan@indigrid.com>; 'Nitin Mahajan' <nitin.mahajan@energrid.in>; Sanjay Nayak <sanjaynayak@pfcindia.com>; Naveen Phougat <naveen.phougat@pfcindia.com>; Nirmala Meena <nirmala_meena@pfcindia.com>; Hk Madhulika Murthy <hkm_murthy@pfcindia.com>
Subject: Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)- Regarding Issuance of Clarifications

Dear Sir,
Please find the attached Set 6 of clarifications to the RFP documents for the above cited transmission scheme and revised TSA.

--
Regards,
PFC Consulting Limited,
New Delhi

जब तक अत्यंत आवश्यक न हो कृपया इस ई-मेल को प्रिंट न करें ।

इस इलैक्ट्रॉनिक सदेश 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।

MORENA SEZ TRANSMISSION LIMITED

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Annexure P/10

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. 04/25-26/ITP-105/RFP

November 07, 2025

To,
Mr. Nitin Mahajn
Enerica Infra 1 Private Limited
Unit No.101, First Floor, Windsor, Village
Kole Kalyan Off CST Road, Vidyanagari
Marg, Santacruz (East), Mumbai-400098,
Maharashtra, India

E-mail: nitin.mahajan@energrid.in

Sub: Independent Transmission Project (ITP) " Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)" – Letter of Intent

Dear Sir,

We refer to:

1. The Request for Proposal document dated 03.04.2025 issued to **'Enerica Infra 1 Private Limited'** as regards participation in the international competitive bidding process for Transmission Scheme for "Transmission system for evacuation of power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)", and as amended till the Bid Deadline including all correspondence / clarifications / amendments exchanged between **'Enerica Infra 1 Private Limited'** and PFC Consulting Limited in regard thereto (hereinafter collectively referred to as the "Final RFP");

2. The offer of **'Enerica Infra 1 Private Limited'** by way of a Technical Bid pursuant to (1) above submitted on 23.09.2025 in response to the Final RFP.

3. The offer of **'Enerica Infra 1 Private Limited'** by way of Financial Bid-Initial Offer submitted on 23.09.2025 in response to the Final RFP.

4. The offer of **'Enerica Infra 1 Private Limited'** by way of a Financial Bid-Final Offer Submitted during e-Reverse Auction process concluded on 31.10.2025 in response to the Final RFP.

5. The Technical Bid as in (2) above and the Financial Bid as in (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 **'Enerica Infra 1 Private 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.

MORENA I SEZ TRANSMISSION LIMITED

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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

(Naveen Kumar)
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. **Chairperson and Managing Director, Power Finance Corporation Limited**, "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi – 110 001
2. **Director (Transmission), Ministry of Power**, Shram Shakti Bhawan, Rafi Marg, New Delhi- 110001
3. **Chief Engineer (PSPA-I) and Member Secretary (NCT), Central Electricity Authority**, 3rd Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110066

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4. **Chief Operating Officer (COO), Central Transmission Utility of India Limited (CTUIL)**, Floors No. 5-10, Tower 1, Plot No. 16, IRCON International Tower, Institutional Area, Sector 32, Gurugram, Haryana – 122001

5. **Secretary, Central Electricity Regulatory Commission**, 6th, 7th & 8th Floors, Tower B, World Trade Centre, Nauroji Nagar, New Delhi- 110029





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SCHEDULE – A

(Page 1 of 2)

1. **Quoted Transmission Charges as per Annexure-21-Format For Financial Bid**

Quoted Transmission Charges: Rs. 1,562.34 million per annum

MORENA I SEZ TRANSMISSION LIMITED

VIVEK KARTHIKEYAN

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SCHEDULE – A

(Page 2 of 2)

2. **Scheduled COD of each transmission Element and the Project as per Format 1 of Annexure-8 of RFP**

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 3x1500 MVA, 765/400 kV & 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor	27 months from effective date as per TSA	100%	All the elements are required simultaneously to ensure their utilisation.
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500 MVA ICT (3rd)			

Note:

a. *M/s Apraava Energy Pvt. Ltd. (AEPL) shall provide space for above scope of work at Karera S/s (free of cost).*

b. *MPPTCL shall ensure development of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) linein matching timeframe of above scheme.*

MORENA (MP) SEZ TRANSMISSION LIMITED

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Annexure P/11

Kunal Kumar

From:	Kunal Kumar
Sent:	12 November 2025 11:15
To:	Project In-charge, ITP
Cc:	Sanjay Nayak; Naveen Phougat; Nirmala Meena; Hk Madhulika Murthy; Deepak Kumar; Dharmender; Nitin Mahajan; Puneet Singh Chauhan
Subject:	Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)- Regarding Letter of Intent (LoI)
Attachments:	Acceptance_LoI_Morena.pdf

Dear Sir/Madam,

This has reference to PFCCL Letter of Intent (LoI) dated 07.11.2025 for the subject mentioned transmission scheme.

In this regard, Please find enclosed a copy of the duly "**Accepted unconditionally**" LoI. We have already submitted the hard copy of the LoI at the office of PFCCL.

Thanks & Regards,
Kunal Kumar
EnerGrid

MORENA I SEZ TRANSMISSION LIMITED

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Annexure P/12

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

Ref. 04/25-26/ITP-105/RFP

February 02, 2026

To,
Mr. Kunal Kumar
Enerica Infra 1 Private Limited
Unit No. 101, First Floor, Windsor, Village
Kole Kalyan Off CST Road, Vidyanagari
Marg, Santacruz (East), Mumbai - 400098,
Maharashtra, India

E-mail: kunal.kumar@energrid.in

Sub: Independent Transmission Project "Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW)"–Regarding extension of LoI.

Dear Sir,

This is with reference to Letter of Intent (LoI) issued on 07.11.2025 for establishment of subject transmission scheme. The Clause No. 2.15.2 of the RFP document stipulates that within ten (10) days of the issue of the LoI the selected bidder shall complete all the activities including the acquisition of SPV.

As the SPV is being transferred on 03.02.2026, the last date for completion of various activities under Clause No. 2.15.2 of the RFP document is extended from 17.11.2025 (10 days from LoI) to 03.02.2026.

Thanking you,

Yours faithfully,

(Naveen Phougat)
General Manager

MORENA SEZ TRANSMISSION LIMITED

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Annexure P/13

F. No. 24-9/4/2024-PFC (MoP)
Government of India
Ministry of Power
*****

Shram Shakti Bhawan, Rafi Marg,
New Delhi, Dated: the 28th January, 2026

To

The Chief Executive Officer,
PFCCL, First Floor
Urjanidhi, 1, Barakhamba Lane,
New Delhi-110003

Subject: Approval of the Government for transfer of shares held by PFCCL in various SPVs, incorporated for development of inter-State/ intra-State transmission systems, to respective successful bidders- reg.

Ref: (i) PFCCL's letter No. 04/25-26/ITP-109/RFP dated 13.01.2026
(ii) PFCCL's letter No. 04/25-26/ITP-105/RFP dated 13.01.2026
(iii) PFCCL's letter No. 04/25-26/ITP-100/RFP dated 13.01.2026
(iv) PFCCL's letter No. 04/25-26/ITP-101/RFP dated 13.01.2026
(v) PFCCL's letter No. 04/25-26/ITP-106/RFP dated 13.01.2026

Sir,

I am directed to refer to PFCCL's letters under reference (i) to (v) above, on the subject cited above and to convey the approval of the Competent Authority for divesting the shareholding of PFCCL and its nominee in following Special Purpose Vehicles (SPVs), incorporated for carrying out bidding of various inter-State/intra-State transmission projects under Tariff Based Competitive Bidding (TBCB) mode, to the respective successful bidders, as indicated in below table, with a view to facilitate transfer of the SPVs to the successful bidders, as required under Ministry of Heavy Industries, Department of Public Enterprises O.M. No. 22(1)/2009-GM dated 04.02.2010:

Sl. No.	Name of the Project	Name of the SPV	Successful Bidder
1	Inter- Regional Strengthening Between SR Grid and ER Grid	SR and ER Power Transmission Limited	Power Grid Corporation of India Limited
2	Transmission system for evacuation of power from RE projects in Morena SEZ in Madhya Pradesh- Phase I (2500 MW)	Morena I SEZ Transmission Limited	Enerica Infra 1 Private Limited

MORENA I SEZ TRANSMISSION LIMITED

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3	Network expansion scheme in Maharashtra for removal of transmission constrains in Pune region- I (765/400 kV Pune East)	NES Pune East New Transmission Limited	Power Grid Corporation of India Limited
4	Network expansion scheme in Maharashtra for evacuation of RE power from Dharashiv, Beed district	NES Dharashiv Transmission Limited	Montecarlo Limited
5	Establishment of 400/220 kV AIS Saswad (Dist. Pune)	Saswad Transmission Limited	Maharashtra State Electricity Transmission Company Limited

Yours faithfully

(Nidhi Juneja)
Under Secretary to the Govt. of India
Email: juneja.n13@nic.in/
sopfcrec-mop@gov.in
Tele: 011-23711302

Copy for information to:

i. CMD, PFC Limited, New Delhi.
ii. US (Trans):- With the request that Transmission Wing may write to concerned States, informing about the project, for extending all possible help in assessment of compensation to be paid to landowners and also expediting forest clearance, if involved in the project.
iii. PPS to Secretary (Power)/JS (Dist.)/Dir (Dist), Ministry of Power.

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Annexure P/14

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTER-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

TRANSMISSION SYSTEM FOR EVACUATION OF POWER FROM RE PROJECTS IN MORENA SEZ IN MADHYA PRADESH-PHASE I (2500 MW)

BETWEEN THE

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED

(NODAL AGENCY)

AND

MORENA I SEZ TRANSMISSION LIMITED

3rd February 2026

CENTRAL TRANSMISSION UTILITY OF INDIA LTD.

MORENA I SEZ TRANSMISSION LTD. NEW DELHI

MORENA I SEZ TRANSMISSION LIMITED

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Bond

Indian-Non Judicial Stamp
Haryana Government

416
Date :28/01/2026

Certificate No. G0282026A1490

GRN No. 146253907

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty :₹ 0
(Rs. Zero Only)

Deponent

Name: Central Transmission utility of India ltd
H.No/Floor : 2 Sector/Ward : 29 Landmark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone : 98******10

Purpose : ARTICLE 5 GENERAL AGREEMENT **to be submitted at Concerned office**

THIS TRANSMISISON SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the ....3rd.... [Insert day] of...Feb..... [Insert month] of Two Thousand and Twenty Six.

BETWEEN:

The **Central Transmission Utility of India Limited,** a company incorporated under the Companies Act, 2013, having its registered office at **Plot No.2, Sector 29, Gurugram, Haryana 122001, India** & Correspondence address at **Floor No. 5-10, Tower 1, Plot No. 16, IRCON International Tower, Institutional Area, Sector 32, Gurugram, Haryana – 122001, India** (hereinafter referred to as "Nodal Agency/CTU" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the one part;

AND

MORENA I SEZ TRANSMISSION LIMITED incorporated under the Companies Act, 1956/ Companies Act, 2013 (as the case may be), having its registered office at **1st Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001** (herein after referred to as "Transmission Service Provider" or "TSP" or "ISTS Licensee", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

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

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MORENA I SEZ TRANSMISSION LIMITED

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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 **MORENA I SEZ TRANSMISSION LIMITED**, along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.

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

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

F) The TSP has agreed to execute the agreement(s) required, if any, under Sharing Regulations within fifteen (15) days from the date of grant of Transmission License from the Commission.

G) The TSP agrees to the terms and conditions laid down under Sharing Regulations, for making available the ISTS and charge the Transmission Charges in accordance with the terms and conditions of Sharing Regulations.

H) The billing, collection and disbursement of the Transmission Charges by the CTU to the ISTS Licensee shall be governed as per Sharing Regulations.

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

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:

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ARTICLE: 1

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

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

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

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

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

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

i. controls or

ii. is controlled by or

iii. is under common control with

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

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in **Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024**, attached herewith in Schedule 6;

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

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

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

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

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

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

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

"Bill" shall mean any bill raised by the CTU on the DICs to recover the Transmission Charges pursuant to the Sharing Regulations;

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

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

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

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

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

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

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

"Consultation Period" shall mean the period of sixty (60) days or such longer period as the Parties may agree, commencing from the date of issue of a TSP's Preliminary Notice or a Nodal Agency's Preliminary Termination Notice, as provided in Article

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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;

"Designated ISTS Customers" or **"DICs"** shall have the meaning as ascribed in the Sharing Regulations;

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

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

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

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

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

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

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

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

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

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

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

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

"GOI" shall mean Government of India;

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"Grid Code" / "IEGC" shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act;

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

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

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

"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU's / STU's / ISTS Licensee's / Designated ISTS Customer's substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipment's not forming part of the Project;

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

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

"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

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financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

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

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

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

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

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

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified in Schedule 5 of this Agreement multiplied by No. of days in the relevant month and divided by No. of days in the year;

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

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

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

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

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

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

"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

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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 **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"**, 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:

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

(ii) the requirements of Law, and

(iii) the physical conditions at the Site;

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

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

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

"RFP" shall mean Request for Proposal dated **03.04.2025** 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 Sharing Regulations and

d. Any other agreement as may be required;

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

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

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 2 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 2 as against such Project, subject 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;

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"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)**, **MORENA I SEZ TRANSMISSION LIMITED** and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the **MORENA I SEZ TRANSMISSION LIMITED** for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

"Sharing Regulations" shall mean the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 and as amended from time to time;

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

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

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

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to the RFP and who has to acquire one hundred percent (100%) equity shares of **MORENA I SEZ 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;

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"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the Commission, payable to the TSP as per Sharing Regulations;

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

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

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

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

1.2 Interpretation:

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

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

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

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

"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type 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:

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(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.

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ARTICLE: 2

2. EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

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

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

(b) The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of **PFC Consulting Limited** in **MORENA I SEZ TRANSMISSION LIMITED** along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement. and

(c) The Agreement is executed and delivered by the Parties;

2.2 Term and Termination:

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

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

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

2.3 Conditions prior to the expiry of the Transmission License

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

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

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2.4 Survival:

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

2.5 Applicability of the provisions of this Agreement

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

2.5.2 For the purposes of this Agreement for ISTS systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the ISTS Licensee) of this agreement shall supersede the corresponding provisions under Sharing Regulations.

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ARTICLE: 3

3. CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the TSP

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

a. Provide the Contract Performance Guarantee, and

b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of **MORENA I SEZ TRANSMISSION LIMITED** from **PFC Consulting Limited**, who shall sell to the Selected Bidder, the equity shareholding of **MORENA I SEZ TRANSMISSION LIMITED,** along with all its related assets and liabilities.

c. Execute this Agreement;

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

The Selected Bidder, on behalf of the TSP, will provide to the Central Transmission Utility of India Limited (being the Nodal Agency) the Contract Performance Guarantee for an amount of **Rs.52 crore (Rupees Fifty Two Crore Only).**

3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.

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

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

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

c. To submit to the Nodal Agency, CEA & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within

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

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

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

f. To achieve Financial Closure;

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

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

i. To sign the Agreement(s) required, if any, under Sharing Regulations.

3.2 Recognition of Lenders' Rights by the Nodal Agency

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

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to **Central Transmission Utility of India Limited (being the Nodal Agency)** additional Contract Performance Guarantee of **Rs.5.20 crore (Rupees Five Crore and Twenty Lakhs Only)** within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to **Central Transmission Utility of India Limited (being the Nodal Agency)** in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. **Central Transmission Utility of India Limited (being the Nodal Agency)** shall be entitled to hold and / or invoke the Contract Performance Guarantee, including

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such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

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

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

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

3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of **Rs.52 crore (Rupees Fifty-Two Crore Only)** as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.

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

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

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the 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.

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

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

3.4 Progress Reports

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

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ARTICLE: 4

4. DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

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

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 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

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required for interconnecting the Project with the Interconnection Facilities;

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

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

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

i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders **No. 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:

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

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

4.5 Metering Arrangements:

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

4.6 Interconnection Facilities:

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

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

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ARTICLE: 5

5. CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

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

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

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

5.1.4 The TSP shall be responsible for:

a. Acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) 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.

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

5.2 Appointing Contractors:

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

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

5.3 Monthly Progress Reporting:

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

5.4 Quality of Workmanship:

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

The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus 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.

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5.5 Progress Monitoring & Quality Assurance:

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

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

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

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

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

b) Progress in the activities specified in Condition Subsequent

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

d) Progress of construction of substation and Transmission Lines

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

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

5.6 Site regulations and Construction Documents

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

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

5.7 Supervision of work:

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

5.8 Remedial Measures:

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

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ARTICLE: 6

6. CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

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

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

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

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

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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

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increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Nodal Agency from the TSP.

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

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per Sharing Regulations.

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not 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 6.4 and the TSP fails to make payment of the balance amount of the

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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 **Rs.52 crore (Rupees Fifty Two Crore Only)**, or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.

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

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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 Commission and CEA from time to time and provisions of the Act.

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ARTICLE: 8

8. AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per **Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024**, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be **98%.**

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

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

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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 Designated ISTS Customers shall have no claim on such proceeds of the Insurance.

9.3.3 Subject to the requirements of the Lenders under the Financing Agreements, any dispute or difference between the Parties as to whether the Project is no longer economically and technically viable due to a Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

9.4 Effect on liability of the Nodal Agency / Designated ISTS Customers

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

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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 Sharing Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.2 Calculation of Monthly Transmission Charges:

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

10.3 Rebate & Late Payment Surcharge:

The rebate and late payment surcharge shall be governed as per Sharing Regulations.

10.4 Disputed Bills, Default in payment by the Designated ISTS Customers & Annual Reconciliation:

Any Disputed Bill, Default in payment by the Designated ISTS Customers & Annual Reconciliation shall be governed as per Sharing Regulations.

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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,

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unreasonable and discriminatory and strikes the same down; or

- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- radioactive contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or
- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

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

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

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

c. Non-performance resulting from normal wear and tear typically 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

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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 Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024** as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

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

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

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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

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benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

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

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

12.3 Notification of Change in Law:

12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.

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

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

12.4 Payment on account of Change in Law

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

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ARTICLE: 13

13. EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

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

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

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

i. 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;

ii. is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;

d. If:

iii. 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

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

i. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets

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or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the Commission as per the provisions of Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 or as amended from time to time; or

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

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

g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98% for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or

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

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

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

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

13.2 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this

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Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.

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

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

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

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

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

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

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

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

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

13.4 Termination due to Force Majeure

13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present,

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MORENA I SEZ TRANSMISSION LIMITED
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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 Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the ISTS Licensee. Further, in such a case, the Agreement shall be deemed to have been terminated.

13.7 Termination Payment

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

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ARTICLE: 14

14. LIABILITY AND INDEMNIFICATION

14.1 Indemnity

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

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

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

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

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

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

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

(b) any and all losses, damages, costs and expenses including legal costs, fines, 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

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

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

14.2 Patent Indemnity:

14.2.1

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

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

(b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article 14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.

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

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

14.2.2

(a) The Nodal Agency, in accordance with the Regulations framed by CERC in this regard, subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any

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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. 3.47 crore (Rupees Three Crore and Forty Seven Lakh Only).**

14.4 Procedure for claiming indemnity

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

Provided however that, if:

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

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

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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

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thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Nodal Agency.

15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 and as amended from time to time.

ARTICLE: 16

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Delhi.

16.2 Amicable Settlement:

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

(i) a description of the Dispute;

(ii) the grounds for such Dispute; and

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

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

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

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

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

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the Commission.

16.4 Parties to Perform Obligations:

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

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ARTICLE: 17

17. REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Nodal Agency

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

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

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

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

17.2 Representation and Warranties of the TSP:

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

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

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

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

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,

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commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.

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

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ARTICLE: 18

18. INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

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

18.2 Roles and functions of Independent Engineer

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

a. Progress Monitoring as required under this Agreement;

b. Ensuring Quality as required under this Agreement;

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

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of the Independent Engineer is terminated hereunder, the Nodal Agency shall appoint forthwith another Independent Engineer.

18.5 Authorised signatories

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

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ARTICLE: 19

19. MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

19.1.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of **MORENA I SEZ 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 **MORENA I SEZ 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 MORENA I SEZ 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 MORENA I SEZ 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 MORENA I SEZ TRANSMISSION LIMITED, then holding of Selected Bidder A in MORENA I SEZ TRANSMISSION LIMITED shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the

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Affiliate holds fifty percent (50%) equity in MORENA I SEZ TRANSMISSION LIMITED, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in MORENA I SEZ 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:

a. 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

b. 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

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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.

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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 Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement;
- Agreement(s), if any, under Sharing Regulations.

19.14 Independent Entity:

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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.

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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	:	Unit-101, First Floor, Windsor, VILLAGE KOLE KALYAN, OFF CST ROAD, SANTACRUZ (East), MUMBAI (MH) 400098
Attention	:	Mr. Urnil Shah
Email	:	urnil.shah@indigrid.com
Fax. No.	:	
Telephone No.	:	8652228002

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) **Central Transmission Utility of India Limited (Nodal Agency)**

Address	: 5th to 10th Floor, IRCON International Tower, Tower No-1, Plot No-16, Sector-32, Gurugram Haryana: 122003
Attention	: Ramachandra, Sr GM
Email	: ramachand@powergrid.in
Fax. No.	:
Telephone No.	: 9910378128

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

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

19.20 Fraudulent and Corrupt Practices

19.20.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Nodal Agency may

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terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Nodal Agency shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the Nodal Agency hereunder or subsistence otherwise.

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

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

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

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

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

19.21 Compliance with Law:

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

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

1. For and on behalf of TSP

MORENA I SEZ TRANSMISSION LTD. NEW DELHI

.....

[Signature, Name, Designation and Address]

Nitin Mahajan Authorised Signatory
Unit 101, Windsor, Santacruz (W) Mumbai 98

2. For and on behalf of **Central Transmission Utility of India Limited (Nodal Agency)**

.....

[Signature, Name, Designation and Address]

KAMAL KUMAR JAIN
Chief Manager
सेंट्रल ट्रांसमिशन यूटिलिटी ऑफ इंडिया लिमिटेड
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
(पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड की पूर्ण स्वामित्व कंपनी)
(A wholly owned subsidiary of POWERGRID)
9th-10th Floor, Incon International Tower-1, Plot No.-16, Sector-32, Gurugram-122003

WITNESSES:

1. For and on behalf of

: **BPC**

.....

[Signature]

Sakshi Nautiyal
Authorised Representative [TGL Advisors]

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

2. For and on behalf of

: **Nodal Agency**

.....

[Signature]

DEEPAK KRISHNAN
Chief Manager
सेंट्रल ट्रांसमिशन यूटिलिटी ऑफ इंडिया लिमिटेड
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
(पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड की पूर्ण स्वामित्व कंपनी)
(A wholly owned subsidiary of POWERGRID)
5th-10th Floor, Incon International Tower-1, Plot No.-16, Sector-32, Gurugram-122003

.....

[Insert Name, Designation and Address of the Witness]

CENTRAL TRANSMISSION UTILITY OF INDIA LTD.

MORENA I SEZ TRANSMISSION LTD. NEW DELHI

MORENA I SEZ TRANSMISSION LIMITED

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SCHEDULES

Schedule: 1
Project Description and Scope of Project

i) Description of the Transmission Scheme:

Govt. of India has set a target for establishing 500 GW capacity from non-fossil energy sources by 2030. In this direction, various RE Potential zones have been identified and declared in Madhya Pradesh. Morena area of Madhya Pradesh is one among the identified zones with RE potential of about 3.9 GW.

As per potential identified by MNRE, Morena district of Madhya Pradesh is a Renewable Energy (RE) zone with potential of 3.9 GW (Phase I- 2.5 GW by Dec-27 and Phase II-1.4 GW by Dec-30).

For evacuation of this 2.5 GW capacity (Phase-I) from Morena district of Madhya Pradesh and for feeding power to 400/220 kV Sabalgarh (New) S/s of MPPTCL, establishment of 765/400 kV Morena PS near south of Sabalgarh is proposed with 3x1500 MVA 765/400 kV, 2x500 MVA, 400/220 kV ICTs and Morena PS – Karera (Near Datia) 765 kV D/Cline. The scheme will facilitate integration of 2.5 GW RE injection into the ISTS network as well as development of ISTS in Sabalgarh area. The detailed scope of work is mentioned below.

The subject Transmission system was deliberated and approved in the 27th NCT meeting held on 06.02.2025. Ministry of Power (MoP) vide Gazette notification dated 19.03.2025 has appointed PFCCL as BPC for implementation of the subject transmission scheme through TBCB route.

1. Detailed Scope of Work

Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500 MW).

Sl. No.	Scope of the Transmission Scheme	Capacity / line length km
1.	Establishment 3x1500 MVA, 765/400 kV & 2x500 MVA,400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor **Future Scope (Space for):** ➢ 765/400 kV, 1500 MVA ICT along with bays-3 Nos. (on Sec-II) ➢ 765 kV line bays along with switchable line reactors– 6 Nos. (2Nos. on Sec-I & 4 Nos. on Sec- II) ➢ 765 kV, 330 MVAr Bus Reactor along with bay: 2 Nos. (on Sec-II) ➢ 765 kV Sectionaliser: 1 set ➢ 400 kV line bays along with	➢ 765/400 kV, 1500 MVA ICT-3 Nos. ➢ 400/220 kV, 500 MVA ICT – 2 Nos. ➢ 765 kV ICT bays- 3 Nos. ➢ 400 kV ICT bays- 5 Nos. ➢ 220 kV ICT bays – 2 Nos. ➢ 330 MVAr 765 kV bus reactor-2 Nos. ➢ 125 MVAr 420 kV bus reactor 2 Nos. ➢ 765 kV reactor bay- 2 Nos. ➢ 765 kV line bay- 2 Nos. *(for termination of Morena PS (South of Sabalgarh) – Karera*

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Sl. No.	Scope of the Transmission Scheme	Capacity / line length km
	switchable line reactors– 9 Nos. (3 on Sec-I & 6 on Sec-II) ➢ 400/220 kV, 500 MVA ICT along with bays-8 Nos. (3 on Sec-I & 5 on Sec-II) ➢ 400 kV, 125 MVAr Bus Reactor along with bays: 2 Nos. (Sec-II) ➢ 400 kV Sectionalization bay: 1-set ➢ 220 kV line bays: 12 Nos. (4 Nos. on Sec-I & 8 Nos. on Sec-II) ➢ 220 kV Sectionalization bay: 1set ➢ 220 kV TBC: 1 No. ➢ 220 kV BC: 1 No. ➢ 2 Nos. STATCOM (±400 MVAr) along with 2x125 MVAr MSC & 1x125 MVAr MSR and associated bays- 2Nos. (1 on 400 kV Sec-I and 1 on 400 kV Sec-II)	*(near Datia) 765 kV D/C line)* ➢ 400 kV line bays- 5 Nos. *(2 No. for termination of Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) line; 2 Nos. for interconnection of Greenko PSP & 1 no for RE interconnection)* ➢ 400 kV reactor bay- 2 Nos. ➢ 220 kV TBC – 1 No. ➢ 220 kV BC – 1 No. ➢ 220 kV line bays – 4 Nos. *(for RE Interconnection)* ➢ 500 MVA, 765/400 kV 1-Ph Spare ICT-1 No. ➢ 110 MVAr, 765 kV, 1-ph reactor (spare unit for bus reactor)-1 No.
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line	
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line	➢ 765 kV line bays– 2 Nos.
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500 MVA ICT (3rd)	➢ 400/220 kV, 500 MVA ICT-1 No. ➢ 400 kV ICT bay- 1 No. ➢ 220 kV ICT bay- 1 No.

Note:

a. *M/s Apraava Energy Pvt. Ltd. (AEPL) shall provide space for above scope of work at Karera S/s (free of cost).*

b. *Location of the substation shall be finalized near South of Sabalgarh in consultation with CEA, RUMSL and other stakeholders.*

c. *MPPTCL shall ensure development of 400/220 kV Sabalgarh (New) S/s and Morena PS - Sabalgarh (New) (MPPTCL) 400 kV D/C line (Quad Moose / High Capacity) linein matching timeframe of above scheme.*

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SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

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

A.1.0 Selection of tower type shall be made as per CEA Regulations, however, in case lattice type towers are used, the following shall also be applicable:

A.2.0 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.

A.3.0 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

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

A.4.0 Transmission Service Provider (TSP) shall adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

A.5.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of High Intensity Winds (HIW) due to thunderstorms, dust storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.

A.6.0 Selection of reliability level for design of tower shall be as per CEA Regulation (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

A.7.0 A) In case of construction of transmission line of Voltage level of 400 kV and above, under-crossing of the existing transmission line shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical Inspector, 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.

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C) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

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

E) For crossing of railways, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.

A.8.0 The relevant conductor configuration shall be as follows: -

1. Morena PS – Karera 765 kV D/C line

Type of conductor: ACSR / AAAC / AL59

Basic Parameters:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
765 kV D/C (Hexa Bundle) Transmission Lines	**Zebra : Stranding** 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 mm^2, 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, 487.5 mm^2 Aluminium alloy area 28.71 mm diameter Maximum DC Resistance at 20°C (Ω/km): 0.06815 Minimum UTS: 135.6 kN	**Stranding details:** 61/3.08 mm, 454 mm^2 Aluminium alloy area 27.72 mm diameter Maximum DC Resistance at 20°C (Ω/km): 0.0653 Minimum UTS: 108 kN	457 mm

Note:

1. **To select any size above the minimum, the sizes mentioned in the Indian standard IS-398 (part-6) shall be followed.*

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2. *The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 ^{o}C.*

A.9.0 The required phase to phase spacing and horizontal spacing for 765 kV line shall be governed by the tower design as well as minimum live metal clearances for 765 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.

A.10.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered:

I. **Minimum live metal clearances for 765 kV line:**

a) (i) Under stationary conditions

From tower body: For 765 kV D/C: 6.1 m

For 765 kV S/C: 5.6 m

(ii) Under swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (25º)	4.4 m
b) Swing angle (55º)	1.3 m

b) Minimum ground clearance for 765 kV line: 18 m

c) Minimum mid span separation between earth-wire and conductor for 765 kV line: 9.0 m

A.11.0 Shielding angle shall not exceed 10 deg for 765 kV D/C transmission line.

A.12.0 The Fault current for design of line shall be 50 kA for 1 sec for 765 kV.

A.13.0 In case of 400 kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of Galvanized Stranded Steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.

A.14.0 Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 km distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.

A.15.0 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

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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.16.0 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 transmission line. In order to optimize the route, use of GATISHAKTI platform shall also be made.

A.17.0 Wherever, transmission lines are passing through cyclone prone areas i.e., areas up to 60 km from coast following shall also be applicable:

a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction, which also includes open sea coasts, open stretch of water, desert and flat treeless plains.

b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.

c) The number of consecutive spans between the section points/ angle point shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.18.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m^2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.

b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m^3.

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

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

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

A.19.0 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 High Flood Level (HFL) 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.20.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level, which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to CEA, CTU and BPC by the TSP.

A.21.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.22.0 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

A.23.0 The stringing of the transmission line in the forest area shall be carried out through drones.

A.24.0 The tower shall be designed considering the porcelain Insulators with creepage factor of 31 mm/ kV irrespective of type of insulator used.

A.25.0 RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.

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SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed Morena PS shall be conventional Air Insulated Substation (AIS) type conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, as amended from time to time.
Extension of proposed Karera S/s shall be conventional Air Insulated Substation (AIS) type conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.
Other CEA Regulations/guidelines as amended up to date and MoP guidelines, as applicable, shall also be followed.

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	765/400/220 kV Morena PS (AIS)			765/400/220 kV Karera S/s (AIS)		
		765 kV System	400 kV System	220 kV System	765 kV System	400 kV System	220 kV System
1.	System Operating Voltage	765 kV	400 kV	220 kV	765 kV	400 kV	220 kV
2.	Maximum voltage of the system (rms)	800 kV	420 kV	245 kV	800 kV	420 kV	245 kV
3.	Rated Frequency	50 Hz	50 Hz	50 Hz	50 Hz	50 Hz	50 Hz
4.	No. of Phases	3	3	3	3	3	3
5.	Rated Insulation Levels						
i)	Lightning Impulse Withstand Voltage for (1.2/50 micro sec.) - for Equipment other than Transformer and Reactor - for Insulator String	2100 kVp 2100 kVp	1425 kVp 1550 kVp	1050 kVp 1050 kVp	2100 kVp 2100 kVp	1425 kVp 1550 kVp	1050 kVp 1050 kVp
ii)	Switching Impulse Withstand Voltage	1550 kVp	1050 kVp	--	1550 kVp	1050 kVp	--

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	(250/2500 micro sec.) dry and wet						
iii)	One minute power frequency dry withstand voltage (rms)	830 kV	630 kV	--	830 kV	630 kV	--
iv)	One minute power frequency dry and wet withstand voltage (rms)	--	--	460 kV	--	--	460 kV
6.	Corona Extinction Voltage	508 kV	320 kV	--	508 kV	320 kV	--
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	2500 micro-volts at 508 kV rms	1000 micro-volts at 266 kV rms	1000 micro-volts at 156 kV rms	2500 micro-volts at 508 kV rms	1000 micro-volts at 266 kV rms	1000 micro-volts at 156 kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	24800 mm (31 mm/kV)	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)	24800 mm (31 mm/kV)	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)
9.	Minimum Creepage distance for Switchyard equipment	20000 mm (25 mm/kV)	10500 mm (25 mm/kV)	6125 mm (25 mm/kV)	20000 mm (25 mm/kV)	10500 mm (25 mm/kV)	6125 mm (25 mm/kV)
10.	Max. Fault Current	50 kA	63 kA	50 kA	50 kA	63 kA	50 kA
11.	Duration of Fault	1 sec	1 sec	1 sec	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	765 kV side	400 kV side	220 kV side
765/400/220 kV Morena PS (AIS)	One and Half breaker	One and Half breaker	Double Main and Transfer
765/400/220 kV Karera S/s (AIS)	One and Half breaker	One and Half breaker	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*

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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. Further, Spare 1-phase Shunt Reactor unit shall be placed and connected in such a way that the spare unit can be utilized for all the bus and switchable line reactor banks (including future reactor banks) without its physical movement.*

v) *Space for 765 kV and 400 kV future line bays shall be kept considering provision of switchable line reactors.*

vi) ***Space Provision for Future Bus sectionalizer:***

One (1) set of future bus sectionalizer for 765 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.

One (1) set of future bus sectionalizer for 400 kV shall comprise Two (2) Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.

One (1) set of future bus sectionalizer for 220 kV shall comprise Two (2) Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.

vii) *TSP shall plan connectivity of line and transformer feeders to bus bar in such a way that all power can be evacuated successfully without crossing the thermal limit at any point of bus-bar.*

viii) *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.*

ix) **765/400/220 kV Morena PS:**

Provision of 765 kV Bus Sectionalization (Future) and space provision shall be with the following feeder distribution.

765 kV Bus Section-1	*765 kV Bus Section-2 (Future)*
a) 2 Nos. of present 765 kV Line b) 3 Nos. of present 765/400 kV ICT c) 2 Nos. of present 765 kV Bus Reactor *d) 2 Nos. of future 765 kV line along with switchable line reactor*	*a) 4 Nos. of future 765 kV line along with switchable line reactor* *b) 3 Nos. of future 765/400 kV ICT* *c) 2 Nos. of future 765 kV Bus Reactor*

Provision of 400 kV Bus Sectionalization (Future) and space provision shall be with the following feeder distribution.

400 kV Bus Section-1	*400 kV Bus Section-2 (Future)*
a) 3 Nos. of 765/400 kV ICT b) 2 Nos. of 400/220 kV ICT	*d) 3 Nos. of future 765/400 kV ICT* *e) 5 Nos. of future 400/220 kV ICT*

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400 kV Bus Section-1	*400 kV Bus Section-2 (Future)*
c) 2 Nos. of present 420 kV Bus Reactor d) 5 Nos. of present 400 kV Lines* *e) 3 Nos. of future 400/220 kV ICT* *f) 3 Nos. of future 400 kV Lines with Switchable line reactor* *g) 1 No. of future STATCOM*	*f) 6 Nos. of future 400 kV Lines with Switchable line reactor* *g) 2 Nos. of future 420 kV Bus Reactor* *h) 1 No. of future STATCOM*

Provision of 220 kV Bus Sectionalization (Future) and space provision shall be with the following feeder distribution.

220 kV Bus Section-1	*220 kV Bus Section-2 (Future)*
a) 2 Nos. of present 400/220 kV ICT b) 4 Nos. of present 220 kV Lines* c) 1 No. of present BC d) 1 No. of Present TBC e) *03 Nos. future 400/220 kV ICT.* f) *04 Nos. future 220 kV Line.*	*a) 08 Nos. future 220 kV Line.* *b) 05 Nos. future 400/220 kV ICT.* *c) 1 No. of future BC* *d) 1 No. of future TBC*

** Line bays shall be complete along with line side equipment (such as LA, CVT, Wave Trap), gantry, protection panel etc. for termination of 400 kV and 220 kV lines for interconnection of RE Projects/PSP/MPPTCL.*

x) **765/400/220 kV Karera S/s Extn:**

765 kV: One circuit of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line shall be terminated in new diameter for which Main & Tie bays shall be constructed under present scope. Other circuit of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line shall be terminated in existing diameter for which Main Bay shall be constructed (Tie bay is existing) under present scope. Further, all associated interconnection work shall also be in the present scope of TSP.

400 kV: 1 No. 400/220 kV, 500 MVA ICT shall be terminated in new diameter for which Main & Tie bays shall be constructed under present scope.

xi) In one and half breaker scheme, both main bay and tie bay shall be completed for controlling a feeder. Further, all associated interconnection work shall also be in the present scope of TSP.

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.	Description of Bay	765/400/220 kV Morena PS	765/400/220 kV Karera S/s

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No		765 kV	400 kV	220 kV	765 kV	400 kV	220 kV
1.	Bus Bar	4000 A	4000 A	3000 A	4000 A	4000 A	3000 A
2.	Line bay	3150 A	3150 A	1600 A	3150 A	N/A	N/A
3.	ICT bay	3150 A	3150 A	1600 A	N/A	3150 A	1600 A
4.	Reactor bay	3150 A	3150 A	N/A	N/A	N/A	N/A
5.	Bus Coupler Bay	N/A	N/A	3000 A	N/A	N/A	N/A
6.	Transfer Bus coupler bay	N/A	N/A	1600 A	N/A	N/A	N/A

B.2.1 (765/√3)/(400/√3)/33 kV, Single Phase Autotransformer

500 MVA, (765/√3)/ (400/√3)/ 33 kV, 1-phase autotransformer (including arrangement for 3-phase bank formation of 1500 MVA) shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class)" as amended up to date available on CEA's website.
Spare 1-phase Transformer unit shall be placed and connected in such a way that the spare unit can be utilized to replace any unit of any of the transformer banks (including for future transformer banks) without physically moving it.

B.2.2 400/220/33 kV, 3-phase Autotransformer

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

B.2.3 (765/√3) kV, Single Phase Shunt Reactor

110 MVAr, 765/√3 kV, 1-Phase Reactor (including arrangement for 3-phase bank formation of 330 MVAr) shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above voltage class)" as amended up to date available on CEA website.
Spare 1-phase Shunt Reactor unit shall be placed and connected in such a way that the spare unit can be utilized for all the bus and switchable line reactor banks (including for future reactor banks) without its physical movement.

B.2.4 420 kV, Three Phase Shunt Reactor

125 MVAr, 420 kV, 3-Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above voltage class)" as amended up to date available on CEA website.

B.2.5 765 kV, 400 kV and 220 kV AIS Substation equipment (as applicable)

B.2.5.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-1 and shall be of SF_6 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 765 kV and 400 kV circuit breakers and

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60 ms for 220 kV circuit breakers. The 765 kV, 400 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 765 kV lines shall be provided with pre-insertion closing resistor of about 450 ohm maximum with 9 ms insertion time or Controlled Switching Device. The Circuit breakers controlling 400 kV lines shall be provided with pre insertion closing resistor of about 400 ohm with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km length. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. The controlled switching device shall be provided in 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 400 kV and above voltage class.

B.2.5.2 Isolators (AIS)

The Isolators shall comply with IEC 62271-102 in general. 765 kV Isolator design shall be double break or vertical break or knee-type. 400 kV and 220 kV Isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Isolator rated for 400 kV and 220 kV shall be of extended mechanical endurance class – M2 as per IEC-62271-102. Isolator rated for 220 kV shall be suitable for bus transfer current switching duty as per IEC-62271-102. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. The 765 kV, 400 kV and 220 kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.5.3 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 765 kV and 400 kV shall have six cores (four for protection and two for metering) and 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for the protection core shall be PX and for the metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of the metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than five (5) for CTs up to 400 kV and less than ten (10) for CTs of 765 kV voltage class.

B.2.5.4 Capacitive Voltage Transformers (AIS)

Capacitive Voltage Transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. The accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive Voltage Transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400 kV and 220 kV shall be of 4400/8800 pF depending on PLCC requirements whereas the Capacitance of CVT for 765 kV shall be

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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.2.5.5 Surge Arresters (AIS)

624 kV, 336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type Surge Arresters with thermal energy (W_{th}) of minimum 13 kJ/kV, 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 800 kV, 420 kV and 245 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.2.6 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 IEC 61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

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

a. Transmission Lines Protection

765 kV, 400 kV and 220 kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 765 kV, 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.

However, Line Current Differential Relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fiber Optic Communication Link. Differential relay at remote end shall be provided by the TSP. The associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owners.

In case of 220 kV line bays for RE Generators, Line Current differential relay (with back up distance protection feature) as Main-I and Main-II shall be provided. Further, in such cases, the matching line current differential relay for remote end shall be provided by the TSP as loose supply.

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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 765 kV, 400 kV and 220 kV lines shall be provided with single and three phase auto- reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 765 kV, 400 kV and 220 kV lines shall also be provided with two stage over voltage protection. The over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and Main-II protection relays. Auto reclose as built-in function of Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.

For 765 kV, 400 kV and 220 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b. Auto Transformer Protection

These shall have the following protections:

i) Numerical Differential Protection
ii) Numerical Restricted Earth Fault Protection
iii) Numerical Back-up 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 auto-transformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with 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.

a) 765 kV and 420 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.

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b) Bus bar Protection

The high-speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 765 kV, 400 kV and 220 kV buses. Duplicated bus bar protection is envisaged for 765 kV and 400 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 for the bus section under the present scope shall also be provided.
Bus Bar protection system for new substation shall be de-centralized (distributed) type. In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

Peripheral Units (PUs) shall be provided by the respective bay owners.
For existing substations, the existing bus bar protection shall be augmented as per requirement.

c) Local Breaker Back up Protection

This shall be provided for each 765 kV, 400 kV and 220 kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.
Notes:

1. *LBB and REF relays shall be provided separately from transformer differential relay.*
2. *LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).*
3. *Over fluxing and overload protection can be provided as built-in feature of differential relay.*
4. *In 765 kV and 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

B.2.7 Substation Automation System

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

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

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

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

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

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

b) Time Synchronization Equipment

Time Synchronization Equipment complete in all respect including antenna, cable, processing equipment required to receive time signal through GPS/NavIC 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 LT Transformers (minimum 800 kVA for substations with highest voltage rating as 765 kV) shall be provided which shall be fed from two independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

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

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

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

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. 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.

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

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

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

v) At new Substation, one No. of DG set (minimum 500 kVA for substations with highest voltage rating as 765 kV) shall be provided for emergency applications.

vi) At new substation, sizing of battery and battery chargers shall be done based on the number of bays specified (including future bays).

vii) 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.

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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.

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), 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

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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.

Advisory on deployment of CCTV issued by Ministry of Electronics and Information Technology (MEITY) shall be followed.

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 the present scope only. However, for adjacent future line bay, gantry/tower shall be designed for extension (considering Hexa conductors for 765 kV and Quad conductors for 400 kV and Twin conductor for 220 kV future lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirements/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2, however, for coastal/creek regions it shall be at least 900 g/m^2. (if applicable)

e) In 765 kV and 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 (HFL) and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

h) As per CEA (Technical Standards for Construction of Electrical Plants and Electric

CENTRAL TRANSMISSION UTILITY OF INDIA LTD.
MORENA I SEZ TRANSMISSION LIMITED
NEW DELHI
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Lines) Regulations 2022 and CEA Manual on Transmissions Planning criteria 2023, line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 km. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

B.5 EXTENSION OF EXISTING SUBSTATION

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

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	**765/400/220 kV Karera S/s**		
1.0	Single Line Diagram	*To be obtained from the developer of the substation*	
2.0	General Arrangement		
3.0	Earthmat Layout		
4.0	Visual Monitoring System (VMS)		
5.0	Bus Bar Protection		
6.0	Substation Automation System (SAS)		

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

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SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

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

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

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

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

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

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 3x1500 MVA, 765/400 kV and 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor.

a) TSP shall supply, install and commission One or more nos. of FODP (**312F** or higher) alongwith panel and required Approach Cables (48/24F) with all associated hardware fittings from gantry tower to Control Room for all the incoming lines envisaged under the present scope.

b) TSP shall supply, install and commission One or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum **Ten (10)** 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 **Morena PS, Karera S/s, Sabalgarh (New) (MPPTCL) S/s, M/s Greenko PSP and upcoming RE generations S/s**. The suitable DC Power Supply and backup to be provided for communication equipment.

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c) FODP and FOTE equipment with panels shall be provided in Control Room of **Morena PS**. FOTE and FODP Eq can be accommodated in same panel to optimize space.

d) 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.

e) TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.

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

C.2.0 Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line.

i. On Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line, TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

ii. The TSP shall install this OPGW from gantry of **Morena PS** up to the gantry of **Karera (near Datia)** 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 **90 kms** (approx.) where repeater is not required to meet link budget requirement of **Morena PS – Karera (near Datia)** link.

iii. Maintenance of OPGW Cable, and OPGW Hardware shall be the responsibility of TSP.

C.3.0 2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line.

i. TSP shall supply, install and commission One or more nos. of FODP (144F or higher) alongwith panel and required Approach Cables (48F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

ii. TSP shall supply, install and commission One STM-16 (FOTE) equipment alongwith panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection – 1+1) with necessary interfaces to meet the voice and data communication requirement between Karera (near Datia) and Morena PS S/s. The suitable DC Power Supply and backup to be provided for communication equipment.

iii. FOTE/FODP panel shall be installed in the new Bay Kiosk/ Switchyard Panel Room (SPR). The FOTE under present scope shall be integrated by TSP with the existing FOTE at the control room of Karera (near Datia) S/s which shall be communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc.

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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 and 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.

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

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

TSP shall supply, install and commission required No. of Phasor Measurement Units (PMUs) as per the "Guidelines on Unified Philosophy for placement of PMUs in Indian Grid" issued vide letter No. CEA-PS-14-12/9/2024-PSETD Division dated 19.03.2025 for the scope of this RFP. The PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating stations with Fiber Optic cable. These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

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

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Proposed Communication for Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)

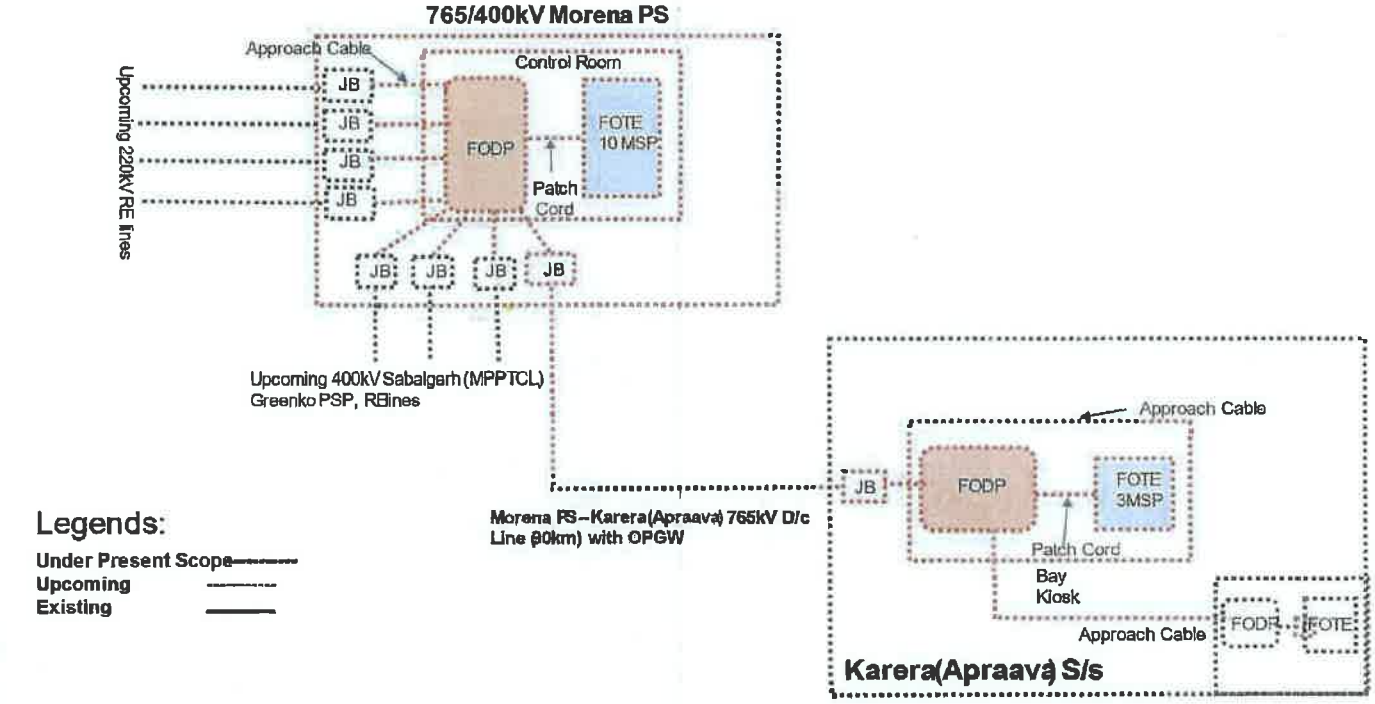


Figure F1

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Annexure-F.1

Next Generation Firewall (NGFW)

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

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

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

Firewall shall be tested and certified for ISO15408 Common Criteria for least EAL4+. Further, the OEM must certify that it conforms to Secure Product Development Life Cycle requirements as per IEC62443-4-1. The firewall shall generate reports for NERC-CIP Compliance.
The specifications for the firewalls are given at **Annexure-F.2** and schematic diagram showing firewall placement given at **Figure F.2**.

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Annexure F.2

Specifications of Next Generation Firewall (NGFW)

a) NGFW shall have following features including but not limited to:
Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) and Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.

b) 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.

c) 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

d) Firewall shall have Management Console port to configure remotely.

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

f) Firewall shall be rack mounted in existing standard equipment cabinets.

g) 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.

h) Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.

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

j) 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.

k) 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.

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

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

n) 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

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o) Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
p) 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.
q) Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
r) Shall support simultaneous operation with both IPv4 and IPv6 traffic
s) Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization
t) Firewall shall have the features of port as well as MAC based security
u) Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
v) Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.
w) Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

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Firewall Placement Diagram

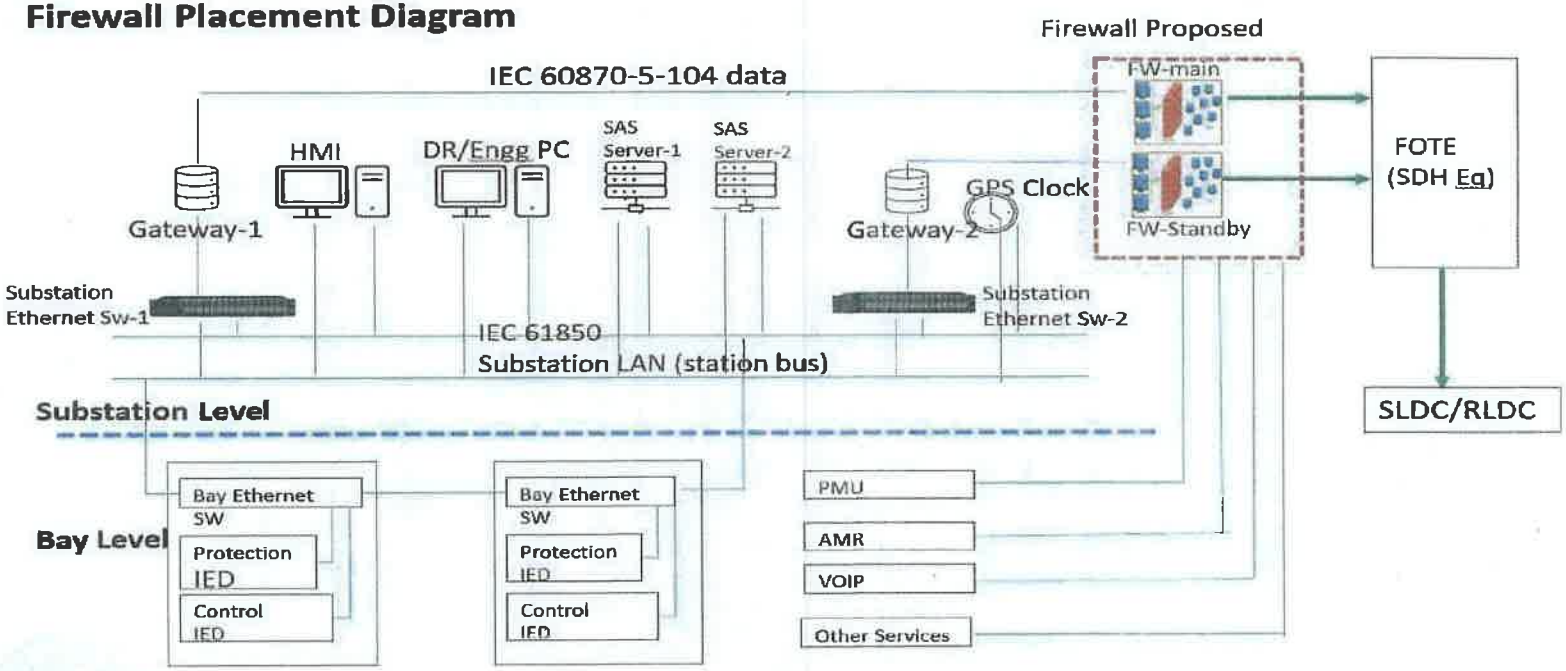


Figure F.2

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 PLCC equipment shall in brief include the following: -

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

Sl. No	Line name	PLCC configuration
1	**Morena PS - Karera 765 kV D/C line**	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.

- Further, CVT and Wave trap for all 765 kV, 400 kV and 220 kV line bays under present scope shall be provided by TSP.
- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 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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Annexure – E

Communication system integration in UNMS/CSMS

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

Requirement for integration of Communication Equipment/ system with Regional UNMS:

1. TSP shall ensure that NMS/EMS/NE supplied by them is NBI compliant and all FCAPS functionality is supported in the NBI such as NE Inventory, Hardware Inventory– Shelf/Slot/Card/SFP/Port, Topology, Protections, Alarms, Performance-real time and periodic, Performance KPI parameters (E-1, STM, Ethernet), Remote Configuration, Cross Connects, Trails and Circuits, Services Provisioning (NE), E-1, STM, Ethernet, TX and RX Trace, loop back and details are published in the NBI guide for the configuration parameters.

2. TSP shall be obliged to provide/share all necessary documentations such as NBI Guide/MIB/IDL/WSDL/API files etc. for onward integration of their NMS/EMS/NE with regional UNMS.

3. The following support shall be provided by TSP for integration of their supplied equipment with regional UNMS:
   i. Enabling and activating NBI license in their EMS/NMS and providing NBI login access along with User credentials
   ii. Assist in verifying NBI Connectivity with UNMS vendor for the successful communication and retrieval of data.
   iii. Assist in troubleshooting (if required) for NBI connectivity along with UNMS vendor for the communication and retrieval of data.

4. For standalone NE which is not integrated with any EMS/NMS, TSP shall provide modality of complete FCAPS data acquisition as above through industry standard programmatic methods and provide the CLI command manual."

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Schedule: 2

Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

Sl. No.	Name of the Transmission Element	Scheduled COD 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 3x1500 MVA, 765/400 kV & 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor	27 months (03.05.2028)	100%	All the elements are required simultaneously to ensure their utilisation.
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500 MVA ICT (3rd)			

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Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1. **Site Regulations and Safety:**

   The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

   Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

   Copies of such Site regulations shall be provided to the Nodal Agency and the CEA for the purpose of monitoring of the Project.

2. **Emergency Work:**

   In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

   If the work done or caused to be done by any entity, other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3. **Site Clearance:**

   In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4. **Watching and Lighting:**

   The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

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Schedule: 4

Computation of Transmission Charges

1.1. General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per Sharing Regulations.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

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

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Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	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:

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Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Sept-18	--	0.00		--	0.00
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

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Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in 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

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Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 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

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Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in 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%)

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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'

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- Tmn= Transmission Charges for the month 'm' in Contract Year 'n' = (=Transmission Charge/ No. of days in the Year n)* No. of days in month m

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

1.3. RLDC Fee & Charges

The payment of RLDC fee & charges, in accordance with relevant regulations of CERC, shall be the responsibility of the TSP.

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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 Annual Transmission Charges: Rs. 1562.34 Million

Sl. No.	Name of the Transmission Element	Scheduled COD from the 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 3x1500 MVA, 765/400 kV & 2x500 MVA, 400/220 kV Morena PS (South of Sabalgarh) with 2x330 MVAr 765 kV bus reactor and 2x125 MVAr 420 kV bus reactor	27 months (03.05.2028)	100%	All the elements are required simultaneously to ensure their utilisation.
2.	Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
3.	2 Nos. of 765 kV line bays at Karera (near Datia) for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line			
4.	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1x500 MVA ICT (3rd)			

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Schedule: 6
Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024
Procedure for Calculation of Transmission System Availability Factor for a Month

1. Transmission system availability factor for nth calendar month ("TAFPn") shall be calculated by the respective transmission licensee, verified by the concerned Regional Load Dispatch Centre (RLDC) and certified by the Member-Secretary, Regional Power Committee of the region concerned, separately for each AC and HVDC transmission system and grouped according to sharing of transmission charges. In the case of the AC system, transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system. In the case of the HVDC system, transmission System Availability shall be calculated on a consolidated basis for all inter-state HVDC systems.

2. Transmission system availability factor for nth calendar month ("TAFPn") shall be calculated by considering the following:

   i) **AC transmission lines**: Each circuit of AC transmission line shall be considered as one element;

   ii) **Inter-Connecting Transformers (ICTs):** Each ICT bank (three single- phase transformers together) shall form one element;

   iii) **Static VAR Compensator (SVC):** SVC, along with SVC transformer, shall form one element;

   iv) **Bus Reactors or Switchable line reactors:** Each Bus Reactors or Switchable line reactors shall be considered as one element;

   v) **HVDC Bi-pole links:** Each pole of the HVDC link, along with associated equipment at both ends, shall be considered as one element;

   vi) **HVDC back-to-back station:** Each block of the HVDC back-to-back station shall be considered as one element. If the associated AC line (necessary for the transfer of inter-regional power through the HVDC back-to-back station) is not available, the HVDC back-to-back station block shall also be considered unavailable;

   vii) **Static Synchronous Compensation ("STATCOM"):** Each STATCOM shall be considered as a separate element.

3. The Availability of the AC and HVDC portion of the Transmission system shall be calculated by considering each category of transmission elements as under:

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TAFPn (in %) for AC system:

$$= \frac{(o \times AVo)+(p \times AVp) + (q \times AVq) + (r \times AVr)+(u \times AVu)}{(o + p + q + r+u)} \times 100$$

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
q1	=	Total number of ICTs
AVq	=	Availability of q number of ICTs
r	=	Total number of SVCs
AVr	=	Availability of r number of SVCs
u	=	Total number of STATCOM
AVu	=	Availability of u number of STATCOM

TAFMn (in %) for HVDC System:

$$= \frac{\sum_{x=1}^{s} Cxbp\,(act) \times AVxbp + \sum_{y=1}^{t} Cy\,(act)btb \times AVybtb}{\sum_{x=1}^{s} Cxbp + \sum_{y=1}^{t} Cy\,btb} \times 100$$

4. The availability for each category of transmission elements shall be calculated based

Where

Cxbp(act)	=	Total actual operated capacity of x^{th} HVDC pole
Cxbp	=	Total rated capacity of x^{th} HVDC pole
AVxbp	=	Availability of x^{th} HVDC pole
Cybtb(act)	=	Total actual operated capacity of y^{th} HVDC back-to-back station block
Cybtb	=	Total rated capacity of y^{th} HVDC back-to-back station block
AVybtb	=	Availability of y^{th} HVDC back-to-back station block
s	=	Total no of HVDC poles
t	=	Total no of HVDC Back to Back blocks

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on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of the Availability of each category of the transmission elements are as per **Appendix-V**. The weightage factor for each category of transmission elements shall be considered as under:

(a) For each circuit of the AC line – The number of sub-conductors in the line multiplied by ckt-km;

(b) For each HVDC pole- The rated MW capacity x ckt-km;

(c) For each ICT bank – The rated MVA capacity;

(d) For SVC- The rated MVAR capacity (inductive and capacitive);

(e) For Bus Reactor/switchable line reactors – The rated MVAR capacity;

(f) For HVDC back-to-back stations connecting two Regional grids- Rated MW capacity of each block; and

(g) For STATCOM – Total rated MVAR Capacity.

5. The transmission elements under outage due to the following reasons shall be deemed to be available:

i. Shut down availed for maintenance of another transmission scheme or construction of new element or renovation/upgradation/additional capitalization in an existing system approved by the Commission. If the other transmission scheme belongs to the transmission licensee, the Member Secretary, RPC may restrict the deemed availability period to that considered reasonable by him for the work involved. In case of a dispute regarding deemed availability, the matter may be referred to the Chairperson, CEA, within 30 days.

ii. Switching off of a transmission line to restrict over-voltage and manual tripping of switched reactors as per the directions of the concerned RLDC.

iii. Shut down of a transmission line due to the Project(s) of NHAI, Railways and Border Road Organization, including for shifting or modification of such transmission line or any other infrastructure project approved by Ministry of Power. Member Secretary, RPC may restrict the deemed availability period to that considered reasonable by him for the work involved; Provided that apart from the deemed availability, any other costs involved in the process of such shutdown of transmission line shall not be borne by the DICs.

Provided that such deemed availability shall be considered only for the period for which DICs are not affected by the shutdown of such transmission line.

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6. For the following contingencies, the outage period of transmission elements, as certified by the Member Secretary, RPC, shall be excluded from the total time of the element under the period of consideration for the following contingencies:

   i) Outage of elements due to force majeure events beyond the control of the transmission licensee. However, whether the same outage is due to force majeure (not design failure) will be verified by the Member Secretary, RPC. A reasonable restoration time for the element shall be considered by the Member Secretary, RPC, and any additional time taken by the transmission licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the transmission licensee. Member Secretary, RPC may consult the transmission licensee or any expert for estimation of reasonable restoration time. Circuits restored through ERS (Emergency Restoration System) shall be considered as available;

   ii) Outage caused by grid incident/disturbance not attributable to the transmission licensee, e.g. faults in a substation or bays owned by another agency causing an outage of the transmission licensee's elements, and tripping of lines, ICTs, HVDC, etc., due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration;

   iii) The outage period which can be excluded for the purpose of sub-clause (i) and (ii) of this clause shall be declared as under:

      a. Maximum up to one month by the Member Secretary, RPC;

      b. Beyond one month and up to three months after the decision at RPC;

      c. Beyond three months by the Commission for which the transmission license shall approach the Commission along with reasons and steps taken to mitigate the outage and restoration timeline.

7. Time frame for certification of transmission system availability: (1) The following schedule shall be followed for certification of availability by the Member Secretary of the concerned RPC:

   • Submission of outage data along with documentary proof (if any) and TAFPn calculation by Transmission Licensees to RLDC/ constituents
   – By the 5th of the following month;
   • Review of the outage data by RLDC / constituents and forward the same to respective RPC – by 20th of the month;
   • Issue of availability certificate by respective RPC – by the 3rd of the next month.

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Appendix-V

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

For AC transmission system

AVo(Availability of o no. of AC lines) = $\frac{\sum_{i=1}^{o} Wi(Ti - TNAi)/Ti}{\sum_{i=1}^{o} Wi}$

AVq(Availability of q no. of HCTs) = $\frac{\sum_{k=1}^{q} Wk(Tk - TNAk)/Tk}{\sum_{k=1}^{q} Wk}$

AVr(Availability of r no. of SVCs) = $\frac{\sum_{i=1}^{r} Wi(Ti - TNAi)/Ti}{\sum_{i=1}^{r} Wi}$

AVp(Availability of p no. of Switched Bus reactors) = $\frac{\sum_{m=1}^{p} Wm(Tm - TNAm)/Tm}{\sum_{m=1}^{p} Wm}$

AVu(Availability of u no. of STATCOMs) = $\frac{\sum_{n=1}^{u} Wn(Tn - TNAn)/Tn}{\sum_{n=1}^{u} Wn}$

AV_{xbp}(Availability of an individual HVDC pole) = $\frac{(Tx - TN)}{Tx}$

AV_{yhb} (Availability of an individual HVDC Back-to-back Blocks) = $\frac{(Ty - TNAy)}{Ty}$

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VIVEK KARTHIKEYAN Digitally signed by: VIVEK KARTHIKEYAN DN: CN = VIVEK KARTHIKEYAN C = IN O = Personal Date: 2026.02.17 13:30:12 +05'30'

For the HVDC transmission system

For the new HVDC commissioned but not completed twelve months;

For first 12 months: [(AV_{xbp} or AV_{ybtb})x95%/85%], subject to a ceiling of 95%.

Where,

o	=	Total number of AC lines;
AVo	=	Availability of o number of AC lines;
p	=	Total number of bus reactors/switchable line reactors;
AVp	=	Availability of p number of bus reactors/switchable line reactors;
q	=	Total number of ICTs;
AVq	=	Availability of q number of ICTs;
r	=	Total number of SVCs;
AVr	=	Availability of r number of SVCs;
U	=	Total number of STATCOM;
AVu	=	Availability of u number of STATCOMs;
W*i*	=	Weightage factor for *i*th transmission line;
W*k*	=	Weightage factor for *k*th ICT;
W*l*	=	Weightage factors for inductive & capacitive operation of *l*th SVC;
Wm	=	Weightage factor for mth bus reactor;
Wn	=	Weightage factor for nth STATCOM.
Ti, , Tk, Tl, Tm, Tn, Tx, Ty		The total hours of i^{th} AC line, k^{th} ICT, l^{th} SVC, m^{th} Switched Bus Reactor & n^{th} STATCOM, x^{th} HVDC pole, y^{th} HVDC back-to-back blocks during the period under consideration (excluding time period for outages not attributed to transmission licensee for the reasons given in Para 5 of the procedure)
T_{NAi} ,T_{NAk}		The non-availability hours (excluding the time period for outages not T_{NAl}, T_{NAm}, attributable to transmission licensee taken as deemed availability as T_{NAn}, T_{NAn}, T_{NAx}, T_{NAy} per Para 5 of the procedure) for i^{th} AC line, k^{th} ICT, l^{th} SVC , m^{th} Switched Bus Reactor, n^{th} STATCOM, x^{th} HVDC pole and y^{th}HVDC back-to-back block

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Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

Bid dated 23.09.2025 & 31.10.2025 shall be an integral part of this agreement.

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Schedule: 8

Contract Performance Guarantee

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

In consideration of the ..... [Insert name of the SPV or Selected Bidder on behalf of the TSP, or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated .....and the other RFP Project Documents and the Nodal Agency and the 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 0 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

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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 **MORENA I SEZ TRANSMISSION LIMITED** or the Selected Bidder, as the case may be, to make any claim against or any demand on **MORENA I SEZ TRANSMISSION LIMITED** or the Selected Bidder, as the case may be, or to give any notice to **MORENA I SEZ 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 **MORENA I SEZ 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: .....

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Power of attorney No.: .....

For:

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

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

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Schedule 8A: (ISB for CPG)

FORMAT FOR SURETY INSURANCE CONTRACT

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

Foreign entities submitting Bids are required to follow the applicable law of India)

In consideration of the.....[Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] (hereinafter referred to as the **'Principal Debtor'** for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal (**'RFP'**) and other RFP Project Documents, subject to the condition of providing a Performance Bank Guarantee or a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the Central Transmission Utility of India Limited (**'CTUIL'**) [herein after referred to as the Nodal Agency], the [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as "**Surety**") hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at .....[Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely.....] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs.....) only [Insert the amount of the Surety Insurance Contract]

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency, and shall not be terminable by notice or any change in the constitution of the Surety or the term of the Transmission Service Agreement or by any other reasons whatsoever and the liability

CENTRAL TRANSMISSION UTILITY OF INDIA LTD.
MORENA I SEZ TRANSMISSION LIMITED
NEW DELHI
MORENA I SEZ TRANSMISSION LTD.
VIVEK KARTHIKEYAN
Digitally signed by: VIVEK KARTHIKEYAN
DN: CN = VIVEK KARTHIKEYAN C = IN O = Personal
Date: 2026.02.17 13:30:12 +05'30'

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

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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

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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.

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SCHEDULE 8B of TSA

(POI for CPG)

Format for Issuance of Payment on Order Instrument

Dear Sir,

1. Indian Renewable Energy Development Agency Limited ('IREDA")/PFC/REC has sanctioned a non-fund based limit loan of Rs. (Rupees..... Only) to M/s. ..... [Insert name of SPV or selected Bidder] under the Loan Agreement executed on ..... to execute Transmission System Projects.

2. In consideration of the..... [Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] for the purposes of this Payment on Order Instrument ("POI") having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the draft of the Model Transmission Service Agreement provided along with the Request for Proposal („RFP") and other RFP Project Documents, subject to the condition of providing a POI guaranteeing the due performance of the obligations under the Transmission Service Agreement to the Nodal Agency/Central Transmission Utility of India Limited („CTUIL"), the.....[Insert name and address of the non-banking financial institutions(IREDA/PFC/REC) issuing the POI and address of the head office] (hereinafter referred to as **"Guarantor")** hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at .....[Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely.....] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Guarantor at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees Crores..... (Rs.....) only [Insert the amount of Payment on Order Instrument]

3. At the request of .....and on behalf of M/s. ....., [Insert name of SPV or selected Bidder] this Payment on Order Instrument (POI) for an amount of Rs. ..... (Rupees .....) is being issued with IREDA/PFC/REC assuming the obligations to remit such amount to CTUIL from the sanctioned loan.

4. This Payment on Order Instrument comes into force immediately and IREDA/PFC/REC confirms that it has sufficient amount out of the sanctioned loan and shall maintain the required amount to pay under this Payment on Order Instrument, during the validity and claim period of this Payment on Order Instrument.

5. This POI has been issued by IREDA/PFC/REC utilizing the credit limit of M/s.....[Insert name of SPV or selected Bidder]

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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,

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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

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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.

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MADURAI SEZ TRANSMISSION LIMITED

VIVEK KARTHIKEYAN

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Date: 2026.02.17 13:30:12 +05'30'

Dated 03.02.2026

SHARE PURCHASE AGREEMENT

BETWEEN

PFC CONSULTING LIMITED

AND

MORENA I SEZ TRANSMISSION LIMITED

AND

ENERICA INFRA 1 PRIVATE LIMITED

PFC CONSULTING LIMITED NEW DELHI PFCCL

MORENA I SEZ TRANSMISSION LTD. NEW DELHI MSTL

Enerica Infra 1 Private Limited EIPL

VIVEK KARTHIKEYAN

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सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL37101997724925Y
Certificate Issued Date	:	19-Jan-2026 12:54 PM
Account Reference	:	IMPACC (IV)/ dl716803/ DELHI/ DL-WSD
Unique Doc. Reference	:	SUBIN-DLDL71680397617848102124Y
Purchased by	:	PFC CONSULTING LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PFC CONSULTING LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

सत्यमेव जयते

₹500 ₹500 ₹500 ₹500

Please write or type below this line IN-DL37101997724925Y

This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between **PFC CONSULTING LIMITED, MORENA I SEZ TRANSMISSION LIMITED** and **ENERICA INFRA 1 PRIVATE LIMITED**

PFC CONSULTING LIMITED NEW DELHI

MORENA I SEZ TRANSMISSION LIMITED NEW DELHI

Enerica Infra 1 Private Limited

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MORENA I SEZ TRANSMISSION LIMITED

VIVEK KARTHIKEYAN

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DN: CN = VIVEK KARTHIKEYAN C = IN O = Personal
Date: 2026.02.17 13:30:12 +05'30'

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL37106295897504Y
Certificate Issued Date	:	19-Jan-2026 12:57 PM
Account Reference	:	IMPACC (IV)/ dl716803/ DELHI/ DL-WSD
Unique Doc. Reference	:	SUBIN-DLDL71680397611034042747Y
Purchased by	:	PFC CONSULTING LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PFC CONSULTING LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

सत्यमेव जयते

₹500 ₹500 ₹500 ₹500 ₹500

Please write or type below this line IN-DL37106295897504Y

This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between **PFC CONSULTING LIMITED, MORENA I SEZ TRANSMISSION LIMITED** and **ENERICA INFRA 1 PRIVATE LIMITED**

PFC CONSULTING LIMITED NEW DELHI

MORENA I SEZ TRANSMISSION LTD. NEW DELHI

Enerica Infra 1 Private Limited

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MORENA I SEZ TRANSMISSION LIMITED

VIVEK KARTHIKEYAN

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सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹200

e-Stamp

Certificate No.	:	IN-DL37095847204212Y
Certificate Issued Date	:	19-Jan-2026 12:50 PM
Account Reference	:	IMPACC (IV)/ dl716803/ DELHI/ DL-WSD
Unique Doc. Reference	:	SUBIN-DLDL716803976220688378554Y
Purchased by	:	PFC CONSULTING LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PFC CONSULTING LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

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Please write or type below this line IN-DL37095847204212Y

This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between **PFC CONSULTING LIMITED, MORENA I SEZ TRANSMISSION LIMITED** and **ENERICA INFRA 1 PRIVATE LIMITED**

PFC CONSULTING LIMITED NEW DELHI

MORENA I SEZ TRANSMISSION LTD. NEW DELHI

Enerica Infra 1 Private Limited

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SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ('Agreement') is made on February 03, 2026, at New Delhi by and between:

PFC CONSULTING LIMITED (a wholly owned subsidiary of Power Finance Corporation Ltd.), a company incorporated under the Companies Act, 1956, with CIN U74140DL2008GOI175858, and having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi - 110001, (hereinafter referred to as "**PFCCL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

MORENA I SEZ TRANSMISSION LIMITED, a company incorporated under the Companies Act, 2013, with CIN U42201DL2025GOI446490 and having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi - 110001, (hereinafter referred to as **"Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

ENERICA INFRA 1 PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 with CIN U35106MH2025PTC446332 and having its registered office Unit No. 101, First Floor, Windsor, Village Kolekalyan, Vidyanagari, Mumbai - 400098, Maharashtra, India (hereinafter referred to as **"Selected Bidder"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART.**

WHEREAS:

A. Ministry of Power (MOP) vide Gazette Notification No. **CG-DL-E-21032025-261808 dated 19.03.2025** has notified PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Inter-State transmission system for **"Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW)"** 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.

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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, Enerica Infra 1 Private Limited has been identified as the Selected Bidder vide Letter of Intent dated 07.11.2025 issued by the PFCCL in favor of the Selected Bidder.

F. As envisaged in the RFP, the Shares Seller (as defined hereinafter) has agreed to sell the Sale Shares (as defined hereinafter) to the Selected Bidder and the Selected Bidder has agreed to purchase the Sale Shares from the Shares Seller, subject to and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Capitalised terms in this Agreement, unless defined in this Agreement shall, in so far as the context admits, have the same meaning in this Agreement as has been ascribed to them in the Transmission Service Agreement.

1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:

(i) **"Acquisition Price"** shall mean **Rs. 22,35,59,897/- (Rupees Twenty Two Crore Thirty Five Lakh Fifty Nine Thousand Eight Hundred and Ninety Seven Only)**, which is the aggregate consideration payable by the Selected Bidder towards purchase of the **Sale Shares at par** along with assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;

(ii) **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by Parties in writing;

(iii) **"Bid Process"** shall mean the competitive bidding process initiated by the BPC, by issuance of RFP Documents for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents;

(iv) **"Board"** shall mean the board of directors of the Company

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(v) **"Closing Date"** shall mean a mutually agreed date between the Parties falling within the period as mentioned in Clause 2.15.2 of RFP or on failure of such mutual agreement between the Parties shall be the date falling on the last date of such period;

(vi) **"CTU"** or **"Central Transmission Utility of India Limited"** shall have same meaning as defined in the Electricity Act, 2003;

(vii) **"Encumbrance"** shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;

(viii) **"Letter of Intent"** shall have the meaning ascribed thereto under the RFP;

(ix) **"Nominees"** shall mean the Persons, who are named in Annexure A, holding the Sale Shares as nominees of PFCCL.

(x) **"Party"** shall mean PFCCL, Company and the Selected Bidder, referred to individually, and **"Parties"** shall mean PFCCL, Company and the Selected Bidder collectively referred to, as relevant;

(xi) **"Person"** shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof, and/or any other legal entity;

(xii) **"RFP Project Documents"** shall mean the following documents, referred to collectively:

a) Transmission Services Agreement;
b) this Agreement; and
c) Any other agreement(s) as may be required.

(xiii) **"Representations and Warranties"** shall mean the representations and warranties mentioned in **Clause 4** hereto;

(xiv) **"Sale Shares"** shall mean **10,000 (Ten Thousand)** Shares, representing 100 percent of the total issued, subscribed and fully paid-up equity share capital of the Company held by the Shares Seller and Nominees as more particularly described in Annexure A attached hereto;

(xv) **"Shares"** shall mean the fully paid-up equity shares of Company, of face value Rs. 10 each;

(xvi) **"Shares Seller"** shall mean PFCCL

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(xvii) **"Transmission Services Agreement"** or **"TSA"** means the agreement titled 'Transmission Services Agreement' dated 3rd February, 2026 to be entered into between Central Transmission Utility of India Limited and the Morena I SEZ Transmission Limited (TSP) pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project to Central Transmission Utility of India Limited on a commercial basis, as may be amended from time to time;

(xviii) **Transmission Service Provider" or "TSP"** shall mean Morena I SEZ Transmission Limited which has executed the Transmission Service Agreement and which shall be acquired by the Selected Bidder.

1.3 **Interpretation Clause**

Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

2. TRANSFER OF SHARES

2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares of the Company free from Encumbrances with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.

2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as Nominees of the Shares Seller to the Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms ("Share Transfer Forms") duly stamped with requisite amount of stamp duty payable on the transfer of Sale Shares.

3.2 On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares ("Sale Share Certificates") along with the Share Transfer Forms duly executed by the Shares Seller and the Nominees in favour of the Selected Bidder, simultaneously against the Selected Bidder handing over to the Shares Seller demand drafts drawn in favour of the Shares Seller for the Acquisition Price payable to it.

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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 Central Transmission Utility of India Limited and is in a position to comply with all other requirements of Clause 2.15.2 of the RFP.

3.3 The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Sale Share Certificates with the Company. The Selected Bidder may also propose the names of its nominees to be appointed on the Board of the Company and the address within the jurisdiction of the Registrar of Companies NCT of Delhi and Haryana, which would be the new registered office of the Company. The Company shall, upon receipt of the said documents from the Selected Bidder, do the following:

(i) Immediately on the Closing Date convene a meeting of the Board, wherein the Board shall pass the following necessary resolutions:

(a) approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of **Enerica Infra 1 Private Limited and its nominees and transfer of all assets and liabilities of the Company as on Closing Date;**

(b) approving **Enerica Infra 1 Private Limited and its nominees** as a member of the Company and entering the name of the **Enerica Infra 1 Private Limited and its nominees** in the register of members.

(c) changing the address of the registered office of the Company to the new address, within the jurisdiction of the Registrar of Companies NCT of Delhi and Haryana, as may be provided by the Selected Bidder.

(d) appointing the nominees of the Selected Bidder on the Board and accepting the resignations of the other existing Directors on the Board and the Chair of the meeting which was taken by one of the existing Directors shall be vacated and appointment of a new Chairman who shall be one of the newly appointed Director, for the rest of the meeting.

Pursuant to the acceptance of resignation of the existing Directors and appointment of new Chairman, the newly constituted Board of Directors shall hold the meeting and pass the following resolution:

(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

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(b) acknowledging and accepting the terms and conditions as contained in the executed copies of the RFP Project Documents and to abide by the provisions contained therein.

(ii) Enter the name of **Enerica Infra 1 Private Limited and its nominees** as the legal and beneficial owner of the Sale Shares, free of all Encumbrances, in the register of members of the Company;

(iii) Make the necessary endorsements on the Sale Share Certificates, indicating the name of the **Enerica Infra 1 Private Limited and its nominees** as the legal and beneficial owner of the Sale Shares evidenced there under;

(iv) Return the original Sale Share Certificates, duly endorsed in the name of **Enerica Infra 1 Private Limited and its nominees** , to the **Enerica Infra 1 Private Limited and its nominees ,** as the case may be or its authorised representative;

(v) Handover all the statutory registers and records, if any, of the Company to the Selected Bidder.

(vi) Handover certified true copies of the Board resolution passed by the Company as per (i)(a) to (a) of Clause 3.3 (i) to Central Transmission Utility of India Limited.

3.4 The Parties to this Agreement agree to take all measures that may be required to ensure that all the events contemplated in the **Clauses 3.1 to 3.3** above on the Closing Date are completed on the same day.

Notwithstanding the provisions of **Clause 3.3** hereto, all proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing Date shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the equity shareholding of the Company, by the Selected Bidder as per Clause 3.3, (a) the authority, rights and obligations of the PFCCL/Company in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by Central Transmission Utility of India Limited themselves or through their any other authorized representative(s), (b) all rights and obligations of the PFCCL/Company shall be of the Selected Bidder and (c) any decisions taken by the PFCCL/Company prior to the date of its acquisition by the Selected Bidder shall continue to be binding on the Selected Bidder. The Parties hereby agree that this provision shall survive the termination of this Agreement.

3.6 This agreement shall be effective from the date of its signing by the Parties and shall remain in force until all the obligations of the respective Parties under Clause 3.3 hereto are fulfilled.

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4. REPRESENTATIONS AND WARRANTIES

4.1 The Selected Bidder hereby represents and warrants to the Shares Seller that:

4.1.1 The Selected Bidder has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein, and this Agreement has been duly and validly executed and delivered by the Selected Bidder and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

4.1.2 The execution, delivery and performance of this Agreement by the Selected Bidder (i) will not violate or contravene any provision of the Memorandum of Association or Articles of the Selected Bidder, (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which the Selected Bidder are bound or by which any of its and/or their properties or assets are bound, and (iii) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; and

4.1.3 The Selected Bidder is not restricted in any manner whatsoever, including without limitation, on account of any judicial or government order, action or proceeding, or any contractual obligation assumed by the Selected Bidder, from purchasing the Sale Shares from the Shares Seller in the manner provided for in this Agreement.

4.2 The Shares Seller hereby represents and warrants to the Selected Bidder that;

4.2.1 The Shares Seller and the Nominees are the legal and beneficial owners of the Sale Shares, free and clear of any Encumbrance and the delivery to the Selected Bidder of the Sale Shares pursuant to the provisions of this Agreement will transfer to the Selected Bidder a good title to the Sale Shares.

4.2.2 The Shares Seller has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein. The execution, delivery and performance of this Agreement will not violate the Memorandum and Articles of Association of the Shares Seller or contravene any contract by which it is bound.

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4.2.3 The Shares Seller has obtained requisite authorizations to sell and transfer the Sale Shares to the Selected Bidder. The Shares Seller also represent that it is not prevented from transferring and selling the Sale Shares. Also, to the best of its knowledge, the Sale Shares are not the subject matter of any claim or pending proceeding or threatened by any legal proceeding made by any third party.

4.3 Except as specified in Clause 4.2, above the Shares Seller shall not be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares or Company, including but not limited to any implied warranty or representation as to the business or affairs of the Company.

4.4 The Representations and Warranties are given as at the date of this Agreement except that where a Representation and Warranty is expressed to be made as at another date, the Representation and Warranty is given with respect to that date only.

4.5 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warranties and undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for one (1) year.

4.6 The Parties represent to each other that all Representations and Warranties provided herein by the respective Party shall be true as of Closing Date.

5. OBLIGATIONS OF THE SELECTED BIDDER

The Selected Bidder agrees that the Shares Seller shall not be liable in any manner, nor shall it assume any responsibility or liability whatsoever, in respect of the business of the Company and its operations or activities, arising after Closing Date, to any Person or any authority, central, state, local or municipal or otherwise and the same shall be the sole responsibility of the Selected Bidder.

6. MISCELLANEOUS

6.1 NOTICES

a) All notices to be given under this Agreement shall be in writing and in the English language.

b) All notices must be delivered personally or by registered or speed post or by recognised courier to the addresses below:

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Selected Bidder (Lead Member in case of Consortium)	**Enerica Infra 1 Private Limited** Unit No. 101, First Floor, Windsor, Village Kolekalyan, Vidyanagari, Mumbai - 400098, Maharashtra, India
Name of the Holding Company of the SPV	**PFC Consulting Limited** First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi- 110001
Company (Before Closing Date)	**Project In-charge** **Morena I REZ Transmission Limited** First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi- 110001
Company (After Closing Date)	**Morena I REZ Transmission Limited** Plot No.14,GF-11A, Omaxe Square, Jasola, New Delhi (South East) - 110025

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

6.2 RESOLUTION OF DISPUTES

6.2.1 If any dispute arises between the Parties, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), the disputing Parties hereto shall endeavour to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 days from the date of the Dispute.

6.2.2 If the Parties are unable to amicably settle the Dispute in accordance with Clause 6.2.1 within the period specified therein, any of the Parties shall be entitled to within 30 days after expiry of the aforesaid period, refer the Dispute to the Company Secretary of PFCCL and 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

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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 **Shri Nitin Mahajan, Authorized Representative,** pursuant to an authorization granted to **Shri Nitin Mahajan, Authorized Representative** through necessary Board resolutions. Further, **Shri Nitin Mahajan, Authorized Representative** 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 **Shri Nitin Mahajan, Authorized Representative**, 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.

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6.6 PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

6.7 TERMINATION

If (i) the Closing does not occur on the Closing Date for any reason whatsoever, or (ii) the Letter of Intent is withdrawn or terminated for any reason, or (iii) due to termination of the TSA by Central Transmission Utility of India Limited in accordance with Article 3.3.2 or Article 13 of the TSA thereof, PFCCL shall have a right to terminate this Agreement forthwith by giving a written notice to the other Parties hereto.

6.8 AMENDMENTS

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

6.9 ASSIGNMENT

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties, which will not be unreasonably withheld.

6.10 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

6.11 COSTS

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

PFC CONSULTING LIMITED NEW DELHI PFCCL

MORENA SEZ TRANSMISSION LIMITED

MORENA SEZ TRANSMISSION LTD. NEW DELHI MSTL

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The Selected Bidder shall be liable to bear and pay the stamp duty and other costs in respect of this Agreement and the Share Transfer Forms.

6.12 RELATIONSHIP

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

6.13 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Delhi.

6.14 COUNTERPARTS

This Agreement may be executed in counterparts by the Parties and each fully executed counterpart shall be deemed to be original.

6.15 CONFIDENTIALITY

The Parties undertake to hold in confidence and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

(a) to their professional advisors;
(b) to their officers, employees, agents or representatives, who need to have access to such information for the proper performance of their activities;
(c) disclosures required under Law;
without the prior written consent of the other Parties.

Provided that Central Transmission Utility of India Limited and PFCCL may at any time, disclose the terms and conditions of transactions contemplated hereby to any person, to the extent stipulated under the law or the Bidding Guidelines.

6.16 INDEMNIFICATION

- The Parties hereby agree that transfer of Sale Shares to the Selected Bidder shall vest all the rights, privileges, licenses, responsibilities, liabilities and other obligations pertaining to the Company in the Selected Bidder.

- The Selected Bidder hereby agrees that the Selected Bidder shall not be entitled to any claims or initiate any legal proceedings, by itself or through the Transmission Service Provider against the Share Sellers, its directors, officers, employees and the subscribers including the members of any committees appointed by them in respect

PFC CONSULTING LIMITED NEW DELHI PFCCL
MORENA I SEZ TRANSMISSION LIMITED
MORENA I SEZ TRANSMISSION LTD. NEW DELHI NMSTL
Enerica Infra 1 Private Limited EIPL

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of any actions or decisions taken by any of them up to the Closing Date in furtherance of the Project referred to in recital A of this Agreement.

- Further, the Selected Bidder hereby indemnifies and holds harmless at all times the Share Seller against all losses, damages, charges, and expenses which the Share Seller may sustain or incur towards contractual obligations with respect to the contracts awarded by the Share Seller or any other liability arising with regard to any action/ activity undertaken by the Share Seller for and on behalf of the Company in furtherance of the Project referred to above or otherwise concerning the Company. All such actions shall be defended by the Selected Bidder either itself or through the TSP at its own cost.

- The Parties hereby agree that the provisions of this clause shall survive the termination of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED
BY THE WITHIN NAMED "**PFCCL**", **PFC CONSULTING LIMITED**
BY THE HAND OF **SHRI SACHIN ARORA, COMPANY SECRETARY**

PFC CONSULTING LIMITED NEW DELHI

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON **DATED 09TH JANUARY, 2026**

IN THE PRESENCE OF: Sakshi Nautiyal
WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS: Nautiyal

SIGNED AND DELIVERED
BY THE WITHIN NAMED **"MORENA I SEZ TRANSMISSION LIMITED"**
BY THE HAND OF **SHRI SANJAY KUMAR NAYAK, CHAIRMAN**

MORENA I SEZ TRANSMISSION LTD. NEW DELHI

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON DATED **NOVEMBER 07, 2025**

PFC CONSULTING LIMITED NEW DELHI PFCCL

MORENA I SEZ TRANSMISSION LIMITED

MORENA I SEZ TRANSMISSION LTD. NEW DELHI MSTL

Enerica Infra 1 Private Limited EIPL

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IN THE PRESENCE OF:
WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS: NIRMALA MEENA
CHIEF MANAGER

SIGNED AND DELIVERED
BY THE WITHIN NAMED **"ENERICA INFRA 1 PRIVATE LIMITED"**

BY THE HAND OF **SHRI NITIN MAHAJAN, AUTHORISED SIGNATORY**

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON **JANUARY 12, 2026**

IN THE PRESENCE OF: Kunal Kumar
WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS: Kunal Kumar

PFC CONSULTING LIMITED NEW DELHI PFCCL

MORENA I SEZ TRANSMISSION LIMITED

MORENA I SEZ TRANSMISSION LTD. NEW DELHI MSTL

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ANNEXURE A

DESCRIPTION OF THE SALE SHARES

S. NO.	NAME OF THE SHAREHOLDER	NUMBER OF EQUITY SHARES HELD	PERCENTAGE OF THE TOTAL PAID UP EQUITY CAPITAL
1.	PFC Consulting Limited	9,400	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 Rishab Jain*	100	1%
7.	Shri Naveen Kumar*	100	1%

*Nominee of PFC Consulting Limited

PFC CONSULTING LIMITED NEW DELHI PFCCL

MORENA SEZ TRANSMISSION LIMITED

MORENA SEZ TRANSMISSION LTD. MSTL DELHI

Electrica Infra 1 Private Limited EIPL

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FORM-I					
	Particulars of the Applicant				
S.no	Name of the Applicant:	MORENA-I SEZ TRANSMISSION LIMITED			
ii	Status:	Individual/Partnership firm/Private Limited Company/Public Limited Company	Public Limited Company		
iii	Address:	**Registered Office:** Plot No.14, GF-11A, Omaxe Square, Jasola, New Delhi (South East) – 110025 **Communication Address:** 10th Floor, Berger Towers, Delhi One Building, Sector 16-B, DND Flyway, Noida - Uttar Pradesh - 201301			
iv	Name, Designation & Address of the Contact Person:	Vivek Karthikeyan, AGM Regulatory, 10th Floor, Berger Towers, Delhi One Building, Sector 16-B, DND Flyway, Noida - Uttar Pradesh – 201301			
v	Contact Tel. No.:	+91 8966903034			
vi	FAX No.:				
vii	Email Id:	regulatory@indigrid.com			
viii	Place of Incorporation/Registration:	Delhi			
ix	Year of Incorporation/Registration:	17.04.2025			
x	Following documents are to be enclosed:				
(a)	Certificate of Registration	Not Applicable			
(b)	Original Power of Attorney of the Signatory to commit the Applicant or its promoter	Annexure-P-16			
2	Particulars of the Project for which licence is being sought				
(a)	Transmission Lines:				
S.No	Name (End-points location)	Voltage Class (kV)		Length (Km)	Type (S/C or D/C)
1	Morena PS (South of Sabalgarh) – Karera (Near Datia)	765 kV		NA	D/C
(b)	Sub-Stations:				
S.No	Name (Location)	Voltage Level(s) (kV)	Transformer (Nos. and MVA capacity)	Reactive/capacitive compensation (device with MVAR capacity)	No. of bays
1	*Establishment of 3x1500 MVA, 765/400 kV and 2X500 MVA 400/220 kV Morena Pooling Station*	765 kV, 400 kV and 220 kV	1500 MVA, 765/400kV ICT: 3 nos.	330 MVAs, 765 kV Bus Reactor – 2 Nos.	- 765 kV ICT bays: 3 Nos. - 400 kV ICT bays: 5 Nos. - 220 kV ICT bays: 2 Nos. - 765 kV Reactor bays: 2 Nos.

MORENA-I SEZ TRANSMISSION LIMITED

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	(South of Sabhalgarh) with 2x330 MVAr 765 kV Bus Reactors and 2X125 MVAr 420 kV Bus Reactor. **Future provisions:** Space for - 765/400 kV, 1500 MVA ICT along with bays-3 Nos. (on Sec-II) - 765 kV line bays along with switchable line reactors– 6 Nos. (2Nos. on Sec-I & 4 Nos. on Sec-II) - 765 kV, 330MVAr Bus Reactor along with bay: 2 Nos. (on Sec-II) - 765 kV Sectionaliser: 1 set - 400 kV line bays along with switchable line reactors– 9 Nos. (3 on Sec-I & 6 on Sec-II) - 400/220 kV, 500MVA ICT along with bays-8 Nos. (3 on Sec-I & 5 on Sec-II) - 400 kV, 125MVAr Bus Reactor along with bays: 2 Nos. (Sec-II) - 400 kV Sectionalization bay: 1-set - 220 kV line bays: 12 Nos. (4 Nos. on Sec-I & 8 Nos. on Sec-II) - 220 kV Sectionalization bay: 1set - 220 kV TBC: 1 No. - 220 kV BC: 1 No. - 2 Nos. STATCOM (±400 MVAr) along with 2x125 MVAr MSC & 1x125 MVAr MSR and associated bays-2Nos. (1 on 400 kV Sec-I and 1 on 400 kV Sec-II)		500 MVA, 765/400 kV Single Phase Spare ICT- 1 No. 500 MVA 400/220 kV ICT: 2 Nos	125 MVAr, 420 kV Bus reactor -2 Nos 110 MVAr, 765 kV, 1-ph reactor (spare unit for bus reactor)- 1 No	- 765 kV Line bays: 2 Nos. *(for termination of Morena PS (South of Sabalgarh) – Karera (near Datia) 765 kV D/C line*) - 400 KV Line Bays: 5 Nos *(2 Nos. for termination of Morena PS – Sambhalgarh (new) (MPPTCL) 400 kV D/C (Quad MOOSE / High Capacity) line; 2 Nos for connection of Greenko PSP & 1 No. for RE Interconnection)* - 400 kV Reactor Bays: 2 Nos - 220 kV Transfer Bus Coupler (TBC) bay - 1 No. - 220 kV Bus coupler bay- 1 No. - 220 kV line bays for RE interconnection – 4 Nos -
2	2 Nos. 765 kV line bays at Karera (near Datia) for termination of Morena PA (South of Sabalgarh) – Karera (near Datia) 765 kV D/c Line				765 kV Line Bays: 2 Nos.

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3	Augmentation of 400/220 kV transformation capacity at 765/400/220 kV Karera (near Datia) S/s (Sec-I) by 1X500 MVA ICT (3rd)		1X500 MVA 400/220 kV ICT – 1 No.		400 kV ICT Bay: 1 No. 220 kV ICT Bay: 1 No.
(c)	**Commissioning Schedule:**	27 Months from the Effective Date stipulated under TSA i.e. 03.05.2028			
(d)	**Identified Long-term transmission customers of the Project:**	1. Central Transmission Utility of India Ltd.			
	(Agreements or status of discussion on Agreements to be submitted along with application	Transmission Service Agreement entered with CTUIL dated 03.02.2026			
(e)	**Any other relevant information**	Not Applicable			
3	**Levelized transmission charges in case of project selected through the transparent process of competitive bidding and Estimated completion cost of the project in other cases:**	Levelized tariff is **Rs 1562.34** million/ Year			
	(The levelized transmission charges Estimated cost should be indicated in INR, along with the base month and year in case of the estimated cost)	As per 27th NCT meetings dated 6th February 2025 the estimated cost of the project is Rs 1692 Cr for development of Transmission system for Evacuation of Power from RE Projects in Morena SEZ in Madhya Pradesh-Phase I (2500MW).			
4	**In case applicant has been selected in accordance with the competitive bidding, enclose:**				
(a)	**Recommendation of selection by Empowered Committee Evaluation report public by the bid Process Coordinator**	**Annexure-P-10**			
5	**List of Documents Enclosed:**				
	Name of document				
a)	Article of Association	**Annexure-P-2**			
b)	Certificate of Incorporation	**Annexure-P-1**			

MORENA I SEZ TRANSMISSION LIMITED

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c)	Certified true copy of the resolution passed by the board of directors of the company on February 03, 2026	**Annexure-P-16**
d)	Memorandum of Association	**Annexure-P-2**

Dated: **Noida**
Place: 06.02.2026

(Signature of Applicant or the Person Authorized)

MORENA I SEZ TRANSMISSION LIMITED

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Annexure P/17

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT MEETING OF THE BOARD OF DIRECTORS OF MORENA I SEZ TRANSMISSION LIMITED IN THEIR MEETING HELD ON TUESDAY, FEBRUARY 3, 2026

License and tariff adoption from Central Electricity Regulatory Commission (CERC)

"**RESOLVED THAT** the Company do execute the project for establishment of Inter-State transmission system for "**TRANSMISSION SYSTEM FOR EVACUATION OF POWER FROM RE PROJECTS IN MORENA SEZ IN MADHYA PRADESH-PHASE I (2500)"** (hereinafter referred to as "Project") on Build, Own, Operate and Transfer (BOOT) basis as awarded to the Company by PFC Consulting Limited, the Bid Process Coordinator, appointed by the Ministry of Power.

RESOLVED FURTHER THAT any of the Directors of the Company or Mr. Vivek Karthikeyan, Assistant General Manager – Regulatory – EnerGrid, or Mr. Nitin Mahajan, General Manager – Bidding- EnerGrid, or Mr. Abhay Kumar, Authorised Signatory or Mr. Lokendra Ranawat or Mr. Puneet Singh Chauhan, Authorised Signatory, or Mr. Nitin Mahajan, Authorised Signatory or (collectively the "Authorised Representatives") be and are hereby severally authorized to:-

a) make an application to "Central Electricity Regulatory Commission" (CERC) for grant of License under Electricity Act and Tariff Adoption, approval for creation of security and to execute all necessary applications, documents, undertakings in connection therewith and personally appear before CERC or any other related statutory authority as may be required.
b) appoint any consultant for representing to CERC.
c) deal with any Long-Term Transmission Customers or any other statutory agency for the purpose of License and Tariff Adoption.
d) do all such acts, deeds, matters and things necessary to give effect to this resolution.

RESOLVED FURTHER THAT if so required, any Director or Company Secretary, if any, of the Company be and is hereby severally authorized to issue the Certified True Copy of the above Resolution to any of the Authorities."

Certified True Copy
For **MORENA I SEZ TRANSMISSION LIMITED**

MORENA I SEZ TRANSMISSION LTD.

Satish Talmale
Director
DIN- 08456661
Date: February 4, 2026

MORENA I SEZ TRANSMISSION LIMITED

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BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION,
AT NEW DELHI
PETITION NO. ___/TL/2026

IN THE MATTER OF:

Morena-I SEZ Transmission Ltd. ...Petitioner

Versus

Central Transmission Utility
Of India Ltd. and Anr. ...Respondents

VAKALATNAMA

I, Vivek Karthikeyan, Son of Shri N. Karthikeyan, aged about 37 years, Authorized Signatory of Morena-I SEZ Transmission Ltd., Petitioner herein, having my office at Plot No.14, GF-11A, Omaxe Square, Jasola, New Delhi (South East) – 110025, duly authorized thereof, hereby appoint and retain Ms. Aparajita Upadhyay, Advocate to act and appear for us in the above Petition on our behalf to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application connected with the same or any decree or other passed herein, to file and obtain return of documents, and to deposit and receive on my/our behalf in the said Petition and represent me/us and to take all necessary steps on my/our behalf in the above matter. I/We agree to ratify all acts done by the aforesaid Advocate in pursuance of this authority.

Place: Noida

Date:

Executed in my presence.

Signature of the Party

"Accepted"

MORENA I SEZ TRANSMISSION LIMITED

Vivek Karthikeyan
Authorized Signatory
Morena-I SEZ Transmission Ltd.

Aparajita Upadhyay, Advocate
[Enrollment No. D/3808/2016]

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FORM-I		
	Particulars	
1	Name of the Petitioner/Applicant	Morena-I SEZ Transmission Limited
2	Address of the Petitioner/Applicant	Plot No.14, GF-11A, Omaxe Square, Jasola, New Delhi (South East) – 110025
3	Subject Matter	Petition under Sections 14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 seeking Transmission License for Morena-I SEZ Transmission Limited for the Transmission Project to be constructed through tariff based competitive bidding
4	Petition No...if any	P.NO...../TL/2026
5	Details of generation assets a) Generating station/units b) Capacity in MW c) Date of commercial operation d) Period for which fee paid e) Amount of fee paid f) Surcharge, if any	Not Applicable
6	Details of transmission assets a) Transmission line and sub-stations b) Date of commercial operation c) Period for which fee paid d) Amount of fee paid e) Surcharge, if any	Not Applicable
7	Fee paid for Adoption of tariff for a) Generation asset b) Transmission asset	Not Applicable
8	Application fee for licence a) Trading licence b) Transmission licence c) Period for which paid d) Amount of fee paid	b) Transmission License
9	Fees paid for Miscellaneous Application	Not Applicable
10	Fees paid for Interlocutory Application	Not Applicable

MORENA I SEZ TRANSMISSION LIMITED

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FORM-I		
	Particulars	
11	Fees paid for Regulatory compliance Petition	Not Applicable
12	Fees paid for Review Application	Not Applicable
13	Licence fee for Inter-State Trading a) Category b) Period c) Amount of fee paid d) Surcharge, if any	Not Applicable
14	Licence fee for Inter-State Transmission a) Expected /Actual transmission charge b) Period c) Amount of fee calculated as a percentage of transmission charge d) Surcharge, if any	Not Applicable
15	Annual Registration Charge for Power Exchange a) Period b) Amount of turnover c) Fee paid d) Surcharge, if any	Not Applicable
16	Details of fee remitted. a) UTR No. b) Date of remittance c) Amount remitted	a) UTR No: INF/NEFT/IN42603656863771/BKID0SABPAI/CERCU/CERCU b) Amount: Rs. 1,00,000/- c) Date: 05.02.2026
Note: while Sl. No 1 to 3 and 16 compulsory, the rest may be filled up as applicable.		
Signature of the authorized Signatory with date		

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