

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION AT NEW DELHI
PETITION NO. ____/TT/2026**

IN THE MATTER OF: *Petition under Section 62 read with Sections 79(1)(c) and 79(1)(d) of the Electricity Act, 2003 read with Regulation 15(1)(a) of the CERC (Conduct of Business) Regulations, 2023, and the applicable provisions of the CERC (Terms and Conditions of Tariff) Regulations, 2024, as amended from time to time, for determination of transmission tariff from the actual Date of Commercial Operation up to 31.03.2029 for the transmission scheme titled "Augmentation of transformation capacity at 400/220 kV Gadag PS in Karnataka by 1x500 MVA, 400/220 kV ICT (6th)", implemented under Regulated Tariff Mechanism.*

AND IN THE MATTER OF:

Gadag Transmission Limited

...Petitioner

Versus

Central Transmission Utility of India Limited & Ors.

...Respondents

INDEX

SR. NO.	PARTICULARS	PAGES
1.	Index	1-3
2.	Memo of Parties	4-5
3.	Petition under Section 62 read with Sections 79(1)(c) and 79(1)(d) of the Electricity Act, 2003 read with Regulation 15(1)(a) of the CERC (Conduct of Business) Regulations, 2023, and the applicable provisions of the CERC (Terms and Conditions of Tariff) Regulations, 2024, as amended from time to time, for determination of transmission tariff from the actual Date of Commercial Operation up to 31.03.2029 for the transmission scheme titled "Augmentation of transformation capacity at 400/220 kV Gadag PS in Karnataka by 1x500 MVA, 400/220 kV ICT	6-39

	(6th)”, implemented under Regulated Tariff Mechanism. with Affidavit.	
4.	APPENDIX-I A copy of the tariff forms along with the checklist.	40-70
5.	ANNEXURE-P/1 A copy of the Office Order dated 28.10.2021 issued by MoP.	71-73
6.	ANNEXURE-P/2 Copy of the CTUIL Office Memorandum bearing Ref. No. C/CTU/AI/00/16 th CCTP dated 02.01.2024, along with Annexure-I.	74-81
7.	ANNEXURE-P/3 (COLLY.). Copies of the Transformer NIT and the Bay Extension NIT.	82-83
8.	ANNEXURE-P/4 (COLLY.). Copies of the aforesaid LoAs.	84-195
9.	ANNEXURE-P/5 A copy of the approval for energisation dated 09.01.2026.	196-198
10.	ANNEXURE-P/6 (COLLY.). Copies of the provisional approvals dated 11.03.2026.	199-202
11.	ANNEXURE-P/7 A copy of the Order dated 13.06.2024 passed by this Hon’ble Commission in Petition No. 32/TL/2024.	203-216
12.	ANNEXURE-P/8 A copy of the Office Memorandum bearing reference no. CEA- PS-12-13(16)/2/2022-PSPA-II Division dated 12.06.2026 issued by the Central Electricity Authority.	217-218
13.	ANNEXURE-P/9 Copies of the auditor certificate dated 12.06.2026.	219-222
14.	ANNEXURE-P/10 Copy of the facility agreement dated 27.05.2026 executed between IndiGrid and the Petitioner.	223-247
15.	ANNEXURE-P/11 (COLLY.). Copy of the facility agreements dated 22.01.2025 and 21.05.2025 executed between RTVPL.	248-253
16.	ANNEXURE-P/12 Copy of Letter dated 28.05.2026 regarding interest.	254

17.	Vakalatnama along with Authorization	255-258
18.	Form-1	259-261
19.	Proof of Service	262

FILED BY



SKV LAW OFFICES

Advocates for the Petitioner

B-50, Defence Colony, New Delhi-110024

Phone: 011-47099999

Email: lawyers@skvlawoffices.com

Place: New Delhi

Date: 14.07.2026

**MEMO OF PARTIES
BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION AT NEW DELHI
PETITION NO. ____/TT/2026**

IN THE MATTER OF:

Gadag Transmission Limited
Through its Authorized Signatory,
Unit No. 101, First Floor, Windsor,
Village Kolekalyan, Off CST Road,
Vidyanagari Marg, Kalina,
Santacruz (East), Mumbai – 400098

...Petitioner

Versus

1. Central Transmission Utility of India Limited,
Through its Authorized Representative
CTU-Planning (1st Floor-A Wing), Saudamini,
Plot No. – 2, Sector- 29,
Near IFFCO Chowk Metro Station,
Gurgaon-122 001, Haryana
2. Kerala State Electricity Board Limited,
Through its Authorized Representative
Tariff Regulatory and Affairs Cell,
Vydyuthi Bhavan, KSEB Ltd.,
Thiruvananthapuram (formerly Trivandrum),
Kerala – 695004
3. Tamil Nadu Power Distribution Corporation Ltd. (TNPDCCL)
(Formerly known as Tamil Nadu Generation and Distribution Company Ltd.)
Through its Authorized Representative
NPKRR Maaligai, 144 Anna Salai,
Chennai (formerly Madras),
Tamilnadu – 600002
4. Southern Power Distribution Company of Andhra Pradesh Limited
Through its Authorized Representative
APPCC, Vidyut Soudha, Gunadala, Vijayawada,
Vijayawada, Andhra Pradesh – 520004
5. Eastern Power Distribution Company of Andhra Pradesh Limited
Through its Chief General Manager, RA&PP,
Corporate Office, Seethammadhara, P&T Colony,
Visakhapatnam-530013, Andhra Pradesh,
6. Southern Power Distribution Company of Telangana Limited
Through its Authorized Representative
Corporate Office 6-1-50,
Mint Compound, Hyderabad – 500063

7. Northern Power Distribution Company of Telangana Limited
Through its Chief General Manager (IPC&RAC),
Corporate Office, 2-5-31/2, Vidyut Bhavan,
Nakkalagutta, Hanamkonda,
Warangal, Telangana – 506001
8. Bangalore Electricity Supply Company Limited
Through its Authorized Representative
Corporate Office BESCOM K.R.Circle
Bangalore, Karnataka – 560001
9. Gulbarga Electricity Supply Company Limited,
Through its Authorized Representative
Corporate Office, PTC Section, Station Main Road,
Opp. Parivar Hotel, GESCOM, Kalaburagi,
Gulbarga (Kalburgi), Karnataka – 585102
10. Hubli Electricity Supply Company Limited
Through its Authorized Representative
Corporate Office PB Road.Navanagar Hubballi,
Hubli, Karnataka – 580025
11. Mangalore Electricity Supply Company Limited
Through its Authorized Representative
Corporate Office, MESCOM,
MESCOM Bhavana, Kavoore Cross Road,
Bejai, Mangalore, Karnataka – 575004
12. Chamundeshwari Electricity Supply Corporation Limited
Through its Authorized Representative
No.29, Corporate Office CESC Mysore,
Vijayanagar 2nd Stage, Hinkal,
Mysuru-570 017, Karnataka
13. Electricity Department, Govt. of Puducherry,
Through its Authorized Representative
137, Netaji Subash Chandra Bose Salai,
Puducherry – 605001

...Respondents

FILED BY



SKV LAW OFFICES

Advocates for the Petitioner

B-50, Defence Colony, New Delhi-110024

Phone: 011-47099999

Email: lawyers@skvlawoffices.com

Place: New Delhi

Date: 14.07.2026

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION AT NEW DELHI
PETITION NO. ____/TT/2026**

IN THE MATTER OF: *Petition under Section 62 read with Sections 79(1)(c) and 79(1)(d) of the Electricity Act, 2003 read with Regulation 15(1)(a) of the CERC (Conduct of Business) Regulations, 2023, and the applicable provisions of the CERC (Terms and Conditions of Tariff) Regulations, 2024, as amended from time to time, for determination of transmission tariff from the actual Date of Commercial Operation up to 31.03.2029 for the transmission scheme titled "Augmentation of transformation capacity at 400/220 kV Gadag PS in Karnataka by 1x500 MVA, 400/220 kV ICT (6th)", implemented under Regulated Tariff Mechanism.*

AND IN THE MATTER OF:

Gadag Transmission Limited

...Petitioner

Versus

Central Transmission Utility of India Limited & Ors.

...Respondents

MOST RESPECTFULLY SHOWETH:

1.1. The Petitioner, Gadag Transmission Limited, is filing the present Petition seeking the determination of the transmission tariff in respect of the transmission scheme titled "*Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 1x500 MVA, 400/220 kV ICT (6th)*" (**"RTM Project"**). The RTM Project was awarded to the Petitioner for implementation under the Regulated Tariff Mechanism (**"RTM"**) by the Central Transmission Utility of India Limited (**"CTUIL"**/ **"Respondent No. 1"**) vide its Office Memorandum bearing reference no. C/CTU/AI/00/16th CCTP dated 02.01.2024 (**"CTUIL OM dated 02.01.2024"**).

- 1.2. At the outset, it is submitted that in terms of Section 62 read with Sections 79(1)(c) and 79(1)(d) of the Electricity Act, 2003 (“**Act**”), this Hon’ble Commission has the jurisdiction to regulate inter-State transmission of electricity and determine tariff for the RTM Project. The present Petition is being filed under the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024, as amended from time to time (“**CERC Tariff Regulations 2024**”), for the determination of tariff from the actual Date of Commercial Operation of the RTM Project up to 31.03.2029.

A. EXECUTIVE SUMMARY OF THE PETITION

(i) Brief background of the Petitioner

- 2.1 The Petitioner is an inter-State transmission licensee within the meaning of Section 2(73) of the Act and is responsible for the implementation, operation and maintenance of the RTM Project in the Southern Region.
- 2.2 The Petitioner owns and operates the existing 400/220 kV Gadag Pooling Station, which was originally developed as part of the transmission scheme titled “*Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka, Part A*” under the Tariff-Based Competitive Bidding mechanism.
- 2.3 The RTM Project forming the subject matter of the present Petition is a separate brownfield augmentation at the existing Gadag Pooling Station. While the tariff for the original transmission system is governed by the competitive bidding framework under Section 63 of the Act, the tariff for the present augmentation is required to be separately determined by this Hon’ble Commission under Section 62 of the Act.

2.4 CTUIL awarded the RTM Project to the Petitioner *vide* the CTUIL OM dated 02.01.2024. The scope of the RTM Project comprises one 500 MVA, 400/220 kV ICT, one 400 kV ICT bay and one 220 kV ICT bay. The RTM Project achieved commercial operation on 15.03.2026. The Petitioner is accordingly filing the present Petition for the determination of transmission tariff for the RTM Project from 15.03.2026 up to 31.03.2029.

(ii) Brief background of the Respondent(s)

2.5 Respondent No. 1, i.e., CTUIL, is a Government Company within the meaning of Section 2(10) of the Act and discharges the statutory functions of the Central Transmission Utility under Section 38 of the Act. By Office Order dated 28.10.2021, the Ministry of Power, Government of India (“**MoP**”) authorized CTUIL to approve inter-State transmission schemes costing up to Rs. 100 crore, or such limit as prescribed by the MoP from time to time, and to determine the mode of implementation of such schemes under RTM or the Tariff Based Competitive Bidding mechanism.

2.6 Respondent Nos.2 to 13, are the concerned Designated ISTS Customers, distribution licensees, power departments and other beneficiaries liable to bear the transmission charges of the RTM Project in accordance with the Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2020, as amended from time to time.

(iii) Background of generating station/unit, transmission line/asset as the case may be.

2.7 On 28.10.2021, MoP *vide* its Office Order No. 15/3/2018-Trans-Pt(5), re-

constituted the National Committee on Transmission (“NCT”) and prescribed its composition and terms of reference. The said Office Order, *inter alia*, authorises CTUIL to approve ISTS schemes costing less than or equal to Rs. 100 crore, together with their mode of implementation, under intimation to the NCT and MoP. The relevant extract of the Office Order dated 28.10.2021 is reproduced below:

“2. *Terms of Reference (ToR) of the NCT are as under:*

- i. *The NCT shall evaluate the functioning of the National Grid on a quarterly basis.*
- ii. *The Central Transmission Utility (CTU), as mandated under the Electricity Act, 2003, is to carry out periodic assessment of transmission requirement under Inter-State Transmission System (ISTS). The CTU shall also make a comprehensive presentation before the NCT every quarter for ensuring development of an efficient, co-ordinated and economical ISTS for smooth flow of electricity. The CTU, in the process, may also take inputs from the markets to identify constraints and congestion in the transmission system.*

[...]

- viii *The NCT shall recommend to Ministry of Power (MoP) for implementation of the ISTS for projects with cost more than Rs 500 crore, along with their mode of implementation i.e. Tariff Based Competitive Bidding (TBCB) / Regulated Tariff Mechanism (RTM), as per the existing Tariff Policy. However, the NCT shall approve the ISTS costing between Rs 100 crore to Rs.500 crore or such limit as prescribed by MoP from time to time, along with their mode of implementation under intimation to MoP. The ISTS costing less than or equal to Rs. 100 crores, or such limit as prescribed by MoP from time to time, will be approved by the CTU along with their mode of implementation under intimation to the NCT and MoP. After approval of the ISTS by the NCT or the CTU (as the case may be), the TBCB project shall be allocated to Bid Process Coordinators through Gazette Notification, while the RTM project shall be allocated to CTU.”*

A copy of the Office Order dated 28.10.2021 issued by MoP is annexed herewith and marked as **ANNEXURE P/1**.

2.8 In pursuance to the aforesaid MoP Office Order dated 28.10.2021, CTUIL issued the CTUIL OM dated 02.01.2024 approving certain ISTS schemes costing up to Rs. 100 crore for implementation under RTM. The CTUIL OM dated 02.01.2024, *inter alia*, awarded the Southern Region scheme titled “*Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 1x500 MVA, 400/220 kV ICT (6th)*” to the Petitioner. The relevant extract of the CTUIL OM dated 02.01.2024 is reproduced below:

“OFFICE MEMORANDUM

Sub: Inter-State Transmission Schemes (costing up to Rs. 100 Cr.) to be taken up for implementation under Regulated Tariff Mechanism (RTM).

The undersigned is directed to inform that CTU has approved the implementation of the following ISTS costing less than or equal to Rs. 100 Cr. In line with the MoP office order dated 28.10.2021 under Regulated Tariff Mechanism (RTM) mode by the implementing agencies as indicated in table below:

<i>Sl.</i>	<i>Name of Transmission scheme</i>	<i>Implementing Agency</i>
<i>Southern Region</i>		
8.	<i>Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)</i>	<i>Gadag Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.)</i>

...

*The detailed scope of works for the above transmission schemes is given at **Annexure I**.*

The above transmission schemes are awarded to the Implementing Agency for its implementation under RTM mode. The implementing agency shall enter into a concession agreement with CTU for the implementation of the above-mentioned transmission schemes through the Regulated Tariff Mechanism (RTM).

This issues with the approval of Competent Authority.

[...]

Annexure-I

[...]

Southern Region:

[...]

7. Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220kV, 1x500 MVA ICT (6th):

Sl. No.	Scope of Transmission Scheme	Capacity/km	Implementation timeframe
1.	Augmentation of Transformation Capacity at 400/220kV Gadag PS in Karnataka by 400/220kV, 1x500 MVA ICT (6 th)	• 500 MVA, 400/220 kV ICT-1no. • 400kV ICT bay- 1 No. • 220kV ICT bay- 1 No.	18 months from the date of issue of OM by CTUIL
Total Estimated Cost			₹ 57.59 Crore

Copy of the CTUIL Office Memorandum bearing Ref. No. C/CTU/AI/00/16th CCTP dated 02.01.2024, along with Annexure-I, is annexed herewith and marked as **ANNEXURE P/2**.

(iv) Brief description of important events relevant to the Petition.

2.9 Immediately upon award of the RTM Project, the Petitioner initiated procurement of the principal equipment and works forming part of the RTM Project. On 23.01.2024, within 21 days of issuance of the CTUIL OM, the Petitioner issued a Notice Inviting Tender (“**Transformer NIT**”) for design, engineering, manufacture, testing, supply, transportation, supervision of erection, testing and commissioning of one 500 MVA, 400/220/33 kV autotransformer. Thereafter, on 31.01.2024, the Petitioner issued a separate Notice Inviting Tender for design, engineering, manufacture, supply, civil works, erection, testing and commissioning of the associated 400 kV and 220 kV bay extension works (“**Bay Extension NIT**”). Copies of the Transformer

NIT and the Bay Extension NIT are annexed herewith and marked as **ANNEXURE P/3 (COLLY.)**.

2.10 The aforesaid tenders were undertaken through transparent and competitive procurement processes. The bids received were technically and commercially evaluated in accordance with the respective bidding documents. Upon completion of the evaluation process, Toshiba Transmission and Distribution Systems Private Limited (“**Toshiba**”) was selected for the transformer package, GE T&D India Limited (“**GE**”) was selected for the supply, civil and erection packages relating to the bay extension works and Shreyas Civil Engineering LLP (“**Shreyas**”) was selected for the land development works.

2.11 The principal contracts awarded by the Petitioner are set out below:

S. No.	Contractor / Vendor	Scope of Work	LoA Date
1.	Toshiba	Transformer Component	19.04.2024
2.	GE	Substation Works (Supply & Erection)	10.05.2024
3.	GE	Civil Works	24.05.2024
4.	Shreyas	Land Development Works	02.05.2024

2.12 Thus, within less than five months from the date of the CTUIL OM, the Petitioner had initiated and concluded the procurement process and placed all principal contracts required for implementation of the RTM Project. The prompt initiation and conclusion of the procurement process demonstrate that there was no inaction or lack of diligence on the part of the Petitioner at the inception of the RTM Project.

Copies of the aforesaid LoAs are annexed herewith and collectively marked as **ANNEXURE P/4 (COLLY.)**.

2.13 During the advanced stage of implementation of the RTM Project, the shareholding and control of the Petitioner were acquired by IndiGrid Infrastructure Trust (“**IndiGrid**”) from ReNew Transmission Ventures Private Limited (“**RTVPL**”) with effect from 10.03.2026. The said acquisition did not result in any change in the legal identity of the Petitioner, the transmission licence held by it, the scope of the RTM Project or its obligations towards CTUIL and the beneficiaries. The RTM Project continued to remain vested in and was implemented by the Petitioner without interruption.

2.14 On 05.12.2025, the Petitioner submitted its application to the Electrical Inspector, Central Electricity Authority, seeking approval for energisation of the RTM Project. The Electrical Inspector conducted the statutory inspection on 20.12.2025. Upon compliance with the observations raised during the inspection, the Central Electricity Authority, vide letter dated 09.01.2026, granted approval for energisation of the 500 MVA, 400/220 kV ICT (6th), the associated 400 kV Bays Nos. 426 and 427 and the 220 kV Bay No. 220.

A copy of the approval for energisation dated 09.01.2026 is annexed herewith and marked as **ANNEXURE P/5**.

2.15 On 28.01.2026, the Petitioner submitted the prescribed documents to Southern Region Load Despatch Centre (“**SRLDC**”) under Request No. 3800 for initiation of the First Time Charging (“**FTC**”) process and commencement of trial operation of the RTM Project.

2.16 On 11.03.2026, upon examination of the documents and compliance with the observations raised by SRLDC, provisional approvals for charging and trial operation of the 400 kV Tie Bay No. 426, the 400 kV Transformer Bay No. 427, the 220 kV ICT Bay No. 220 and the 500 MVA ICT were issued by SRLDC.

Copies of the provisional approvals dated 11.03.2026 are annexed herewith and collectively marked as **ANNEXURE P/6 (COLLY.)**.

2.17 Pursuant to the aforesaid approvals, the RTM Project was charged, commissioned and put into regular service and achieved commercial operation with effect from 0000 hours of 15.03.2026 in accordance with the applicable provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 (“**IEGC 2023**”).

2.18 On 21.05.2026, the Petitioner requested SRLDC to issue the corresponding Certificate of Successful Trial Run in respect of the RTM Project. The said certificate is presently awaited from SRLDC. The Petitioner respectfully undertakes to place the Certificate of Successful Trial Run on record immediately upon its receipt from SRLDC.

2.19 The RTM Project achieved commercial operation on 15.03.2026. The capital cost, tariff forms and Annual Fixed Charges (“**AFC**”) placed on record with the present Petition have accordingly been computed by considering 15.03.2026 as the actual Date of Commercial Operation of the RTM Project.

2.20 In view of the above, the Petitioner is filing the present Petition under Regulation 9(1) of the CERC Tariff Regulations 2024 seeking:

(a) a determination of transmission tariff for the RTM Project from its

actual Date of Commercial Operation, namely 15.03.2026, up to 31.03.2029; and

- (b) approval of the capital cost, additional capital expenditure and AFC claimed in the present Petition.

(v) **Summary of Claims**

2.21 The Annual Fixed Charges claimed by the Petitioner for the period from 15.03.2026 up to 31.03.2029 are summarised below:

All figs in Rs. Lakhs

S. No.	Particulars	2024-25	2025-26	2026-27	2027-28	2028-29
1.	Depreciation		12.13	273.38	277.54	277.54
2.	Interest on Loan		24.72	539.47	514.08	479.94
3.	Return on Equity		17.29	389.58	395.51	395.51
4.	Interest on Working Capital		1.22	27.34	27.53	27.55
5.	O & M Expenses		8.89	200.61	211.61	222.59
	Total AFC		64.26	1,430.37	1,426.27	1,403.14

2.22 It is respectfully submitted that this Hon'ble Commission may determine the transmission tariff of the RTM Project on the basis of the facts, capital expenditure and tariff computations set out in the present Petition and the

prescribed tariff forms annexed thereto.

B. Detailed Petition

(i) Previous Orders having a bearing on the present Petition

3.1. The Petitioner filed Petition No. 32/TL/2024 before this Hon'ble Commission seeking grant of a separate transmission licence for implementation of the RTM Project under the RTM.

3.2. This Hon'ble Commission *vide* Order dated 13.06.2024 passed in Petition No. 32/TL/2024, granted the Petitioner a separate transmission licence for implementation of the RTM Project. The said Order also recorded that CTUIL, *vide* corrigendum dated 15.03.2024, revised the Scheduled Commercial Operation Date of the RTM Project to 01.07.2025. The said Order also directed the Petitioner to implement the transmission scheme in accordance with the applicable statutory framework and matching the requirements of the connected generation projects. A copy of the Order dated 13.06.2024 passed by this Hon'ble Commission in Petition No. 32/TL/2024 is annexed herewith and marked as **ANNEXURE P/7**.

(ii) Issue wise submission(s) with regards to expenditure claimed along with justification for variations with the norms/previously approved tariff/charges (in case of truing up).

RE. TIME AND COST OVERRUN

Re. Time overrun

3.3. It is submitted that, in terms of the implementation timeline prescribed under the CTUIL OM dated 02.01.2024, the Scheduled Commercial Operation Date

of the RTM Project was 02.07.2025. The actual Date of Commercial Operation of the RTM Project is 15.03.2026. Accordingly, there is a time overrun of 255 days in achieving commercial operation of the RTM Project.

- 3.4. The Petitioner submits that the stipulated timeframe of 18 months under the CTUIL OM dated 02.01.2024 was highly compressed in light of prevailing market realities. It is also pertinent to note that PGCIL had raised with CTUIL the issue of adoption of realistic timelines for implementation of ICTs and had suggested a timeframe of 24 to 27 months for implementation of ICTs. Consequently, the matter was deliberated upon by the National Committee on Transmission (“NCT”), which, in its 40th meeting held on 15.04.2026, approved standardized implementation timelines for various configurations of Inter-State Transmission System (“ISTS”) projects for better predictability and coordinated system development. Thereafter, *vide* Office Memorandum bearing Ref. No. CEA-PS-12-13(16)/2/2022-PSPA-II Division dated 12.06.2026, the Central Electricity Authority prescribed a period of 30 months for the augmentation of an existing AIS substation at 400 kV and above. The Petitioner completed the RTM Project within the aforesaid standardised implementation timeline. The subsequent standardised timeline is being relied upon as a relevant sectoral benchmark demonstrating that the original period of 18 months was substantially compressed and not as a retrospective amendment of the Scheduled Commercial Operation Date of the RTM Project. In view of the above, the Petitioner respectfully prays that this Hon’ble Commission may condone the time overrun of 255 days.

A copy of the Office Memorandum bearing reference no. CEA-PS-12-

13(16)/2/2022-PSPA-II Division dated 12.06.2026 issued by the Central Electricity Authority is annexed herewith and marked as **ANNEXURE P/8**.

Estimated Completion Cost:

- 3.5. The present petition for the determination of tariff is filed in line with the provision 9(1) of CERC Tariff Regulations 2024 applicable for the 2024-29 tariff period. The capital cost incurred up to DOCO, and additional capital expenditure projected to be incurred for 2024-29 tariff period, is duly certified by the Auditor. Copies of the auditor certificate dated 12.06.2026 is attached herewith and marked as **ANNEXURE P/9**.
- 3.6. Further, the Petitioner has incurred a hard cost of Rs 5693.89 lakhs (Form 5) upto COD, which is closer to the CTUIL estimated cost of Rs 5759 lakhs. The Petitioner has considered CTUIL estimate as the original cost in Form 5. It is pertinent to note that CTUIL does not furnish break-up of the estimated cost. It is submitted that through an open competitive bidding process, the most competitive market prices for the required product/services/as per detailed designing, are obtained, and contracts are awarded on the basis of the lowest evaluated responsive bidder on an overall basis. The best competitive bid prices against tenders may vary as compared to the cost estimate, depending upon prevailing market conditions, design and site requirements. Even after inclusion of Rs 197.27 lakhs of initial spare planned to be procured in FY 2026-27, the total hard of cost of Rs 5891.15 lakhs is still comparable with the CTUIL estimated cost of Rs 5759 lakhs. The Petitioner has claimed a total cost of Rs 275 lakhs of IEDC and Rs 410.70 lakhs of IDC. IDC and IEDC comprise about 10.74% of the total cost of Rs 6379.58 (5693.89+275+410.70) lakhs.

TARIFF WORKING FOR 2024-29 CONTROL PERIOD UNDER THE TARIFF REGULATIONS, 2024

3.7. The issue-wise submission(s) of the Petitioner with regard to Expenditure Claimed, along with Justification for Variations with the Norms are provided in the following paragraphs and have been bifurcated as follows:

A. Capital Cost

- I. Capital Cost
- II. Additional Capital Expenditure
- III. Interest During Construction and Incidental Expenditure during Construction
- IV. Initial Spares

B. Components of Annual Transmission Charges

- I. Depreciation
- II. Interest on Loan
- III. Return on Equity
- IV. O&M Expenses
- V. Interest on Working Capital

A. COMPONENTS OF CAPITAL COST

Re. Capital Cost

S. No	Particulars (1)	Capital cost (2)	IEDC (3)	IDC (4)	Total cost (2+3+4)
1.	Expenditure up to COD on 15.03.2026	5692.00	275.00		5967.00

2.	Expenditure incurred from COD up to 31.03.2026	1.89		410.70	412.59
3.	Expenditure projected during FY 2026-27	197.27			197.27
	TOTAL	5891.15	275.00	410.70	6576.85

Re: Details of Additional Capitalisation

3.8. The details of additional capitalization claimed during the tariff period 2024-29 are set out in subsequent paragraphs.

3.9. This Hon'ble Commission, under Regulation 24 of the Tariff Regulations 2024, has provided that additional capital expenditure in respect of a new project or an existing project incurred or projected to be incurred, within the original scope of work, after the date of commercial operation and up to the cut-off date may be admitted by the Commission, subject to a prudence check. The relevant extract of Regulation 24 of the Tariff Regulations 2024 is reproduced below:

“Additional Capitalization

(1) The additional capital expenditure in respect of a new project or an existing project incurred or projected to be incurred, on the following counts within the original scope of work, after the date of commercial operation and up to the cut-off date may be admitted by the Commission, subject to prudence check:

(a) Payment made towards admitted liabilities for works executed up to the cut-off date;

(b) Works deferred for execution;

(c) Procurement of initial capital spares within the original scope of work, in accordance with the provisions of Regulation 23 of these regulations;

(d) Payment against the award of arbitration or for compliance with the directions or order of any statutory authority or order or decree of any court of law;

(e) Change in law or compliance with any existing law which is not provided for in the original scope of work;

(f) For uninterrupted and timely development of Hydro projects, expenditure incurred towards developing local infrastructure in the vicinity of the power plant not exceeding Rs. 10 lakh/MW shall be considered as part of capital cost and in case the same work is covered under budgetary support provided by Government of India, the funding of such works shall be adjusted on receipt of such funds;

Provided that such expenditure shall be allowed only if the expenditure is incurred through Indian Governmental Instrumentality; and

(g) Force Majeure events:

Provided that in case of any replacement of the assets, the additional capitalization shall be worked out after adjusting the gross fixed assets and cumulative depreciation of the assets replaced on account of de-capitalization.

3.10. Further, it is submitted that Regulation 3(16) of the Tariff Regulations 2024 defines ‘Cut-off date’ as the last day of the financial year closing after thirty-six months from the COD of the project.

3.11. Since the present Transmission Project achieved its COD on 15.03.2026, the cut-off date for additional capital expenditure (“ACE”) to be incurred in the period after COD is 31.03.2029.

3.12. In view of the aforementioned, it is submitted that the Petitioner seeks to claim ACE under the following heads:

(a) Payment made towards admitted liabilities for works executed before cut-off date

(b) Additional Capitalisation of Initial Spares

Rs. lakhs

	2024-25	2025-26	2026-27	2027-28	2028-29
		412.59	197.27		
Applicable Regulations		Regulation 24(1)(a)	Regulation 24(1)(c)		

Re: Interest During Construction and Incidental Expenditure During Construction

3.13. This Hon'ble Commission under Regulation 21 of the Tariff Regulations 2024 has specified the methodology for calculation of Interest During Construction (“IDC”) and Incidental Expenditure During Construction (“IEDC”). Regulation 21 of the Tariff Regulations 2024 has been reproduced hereinbelow for ease of reference:

“21. Interest During Construction (IDC) and Incidental Expenditure during Construction (IEDC)

(1) Interest during construction (IDC) shall be computed considering the actual loan and normative loan after taking into account the prudent phasing of funds up to actual COD:

Provided that IDC on a normative loan corresponding to excess equity over 30% of funds deployed shall be allowed only in cases where the actual infusion of equity on a pari-passu basis is more than 30% of total funds deployed and shall be computed on a quarterly basis. Provided further that in case IDC on normative loan is to be allowed prior to infusion of actual loan, rate of interest for computing such IDC shall be equal to 1-year SBI MCLR as prevailing on 1st April of the respective year.

Provided further that IDC on normative loan, post infusion of actual loan shall be computed based on WAROI for that respective quarter.

(2) Incidental expenditure during construction (IEDC) shall be computed from the zero date, taking into account pre-operative expenses up to actual COD:

Provided that any revenue earned during the construction period up to actual COD on account of interest on deposits or advances or any other receipts shall be taken into account for reduction in incidental expenditure during construction.

(3) In case of additional costs on account of IDC and IEDC due to delay in achieving the COD, the generating company for a specific generating station or for an integrated mine or the transmission licensee, as the case may be, shall be required to furnish detailed justifications with supporting documents for such delay, including prudent phasing of funds in the case of IDC and details of IEDC during the period of delay and liquidated damages recovered or recoverable corresponding to the delay.

(4) If the delay in achieving the COD is not attributable to the generating company or the transmission licensee, such additional IDC and IEDC may be allowed after a prudence check, and the liquidated damages, if any, recovered from the contractor or supplier or agency shall be adjusted to the capital cost of the generating station or the transmission system, as the case may be.

(5) If the delay in achieving the COD is attributable either in entirety or in part to the generating company or the transmission licensee or its contractor or supplier or agency, in such cases, IDC and IEDC due to such delay may be disallowed after a prudence check, either in entirety or on a pro-rata basis corresponding to the period of delay not condoned vis-à-vis total implementation period, and the liquidated damages, if any, recovered from the contractor or supplier or agency shall be retained by the generating company or the transmission licensee, in the same proportion of delay not condoned vis-à-vis total implementation period.

[Note: For e.g.: In case a project was scheduled to be completed in 48 months and is actually completed in 60 months. Out of 12 months of time overrun, if only 6 months of time overrun is condoned, the allowable IDC and IEDC shall be computed by considering the total IDC and IEDC incurred for 60 months and allowed in the proportion of 54 months over 60 month period.]

Provided that in cases where delay in achieving COD is beyond six months from SCOD on account of delay in obtaining approval of any of the following activities namely, i) forest clearance, ii) NHAI clearance, or iii) Railways permission, a time overrun maximum up to 95% shall be allowed after prudence check.

(6) For the purpose of Clauses (4) and (5) of this Regulation, IDC on actual loan and normative loan shall be considered in accordance with the normative debt-equity ratio specified under clause (1) of Regulation 18 of these regulations."

3.14. Detailed calculations for IDC have been provided under FORM-12B to the present Petition. The Petitioner has claimed capitalisation of IDC of Rs 410.70 lakhs on loan. The entire IDC is capitalised after COD of 15.03.2026 but before 31.03.2026. It is submitted that after acquisition of the asset on 10.03.2026,

IndiGrid continued with Rs 4135.66 lakhs loan infused by RTVPL (effective rate of interest @ 9.5%) up to COD and funded the remaining cost through equity of Rs 2243.92 lakhs (35%).

- 3.15. After completion of the remaining acquisition formalities, the Petitioner entered into a Facility Agreement dated 27.05.2026 with IndiGrid to formalise the loan arrangement at the interest rate of Axis Bank's one-year MCLR plus 3.5 per cent (to be reset on 1st of April on an annual basis) effective from 10.03.2026.
- 3.16. It is submitted that the petitioner has carried out financial closure after doing a thorough analysis of available interest rates in the market. The Petitioner had sought quotations from various banks for a consolidated loan portfolio awarded to all the SPVs of the parent holding company.

As the parent company is an Infrastructure Investment Trust (InvIT), it also provides project loans. It was observed that the loan offered by IndiGrid Infrastructure Trust (through its investment manager, i.e., IndiGrid Investment Manager Limited; "IIML") offered the most competitive rates. Accordingly, after due deliberation, a Facility Agreement was entered into between the petitioner, IIML and Axis Trustee Services Limited (acting as InvIT Trustee on behalf of India Grid Trust) for financing the project. Copy of the facility agreement dated 27.05.2026 executed between IndiGrid and the Petitioner is annexed herewith and marked as **ANNEXURE P/10**. Copy of the facility agreements dated 22.01.2025 and 21.05.2025 executed between RTVPL is annexed herewith and marked as **ANNEXURE P/11 (COLLY.)**. Copy of Letter dated 28.05.2026 regarding interest is annexed herewith and marked as

ANNEXURE-P/12

- 3.17. The Petitioner has claimed IEDC of Rs 275 lakhs, and the entire IEDC is capitalised before COD. The detailed calculations for IEDC have been provided under Form-12A.

Details of Initial Spares

- 3.18. This Hon'ble Commission under Regulation 23 of the Tariff Regulations 2024 has specified initial spares shall be capitalised as a percentage of the Plant and Machinery cost, thereby providing the ceiling norms. The relevant extract of Regulation 23 has been reproduced herein for ease of reference:

“23. Initial Spares: Initial spares shall be capitalised as a percentage of the Plant and Machinery cost, subject to following ceiling norms:

.....

(d) Transmission system

(i) Transmission line - 1.00%

(ii) Transmission Sub-station

- Green Field- 4.00%

- Brown Field- 6.00%

(iii) Series Compensation devices and HVDC Station- 4.00%

(iv) Gas Insulated Sub-station (GIS)

- Green Field- 5.00%

- Brown Field- 7.00%

(v) Communication system - 3.50%

(vi) Static Synchronous Compensator - 6.00%

Provided that:

Plant and Machinery cost shall be considered as the original project cost excluding IDC, IEDC, Land Cost and Cost of Civil Works. The generating company and the transmission licensee, for the purpose of estimating Plant and Machinery Costs, shall submit the break-up of head-wise IDC and IEDC in its tariff application

.....

- 3.19. It is submitted that initial spares have been calculated as per Regulation 23(d)(ii) of Tariff Regulations 2024, under the heading of Transmission substation, Brown Field, which provides for a ceiling norm of 6%. The details of initial

spares as claimed by the Petitioner in this Petition have been tabulated hereinbelow for ease of reference of this Hon'ble Commission:

Rs. in lakh

Plant and Machinery Cost (as on cut-off date)	Initial spares incurred and proposed as on cut-off date	Percentage
4407.71	333.46	7.5%

- 3.20. The Petitioner has procured initial spares of Rs 136.19 Lakhs up to COD of 15.03.2026 and plans to procure additional initial spares of Rs 197.27 Lakhs before 31.03.2027. Accordingly, the Petitioner has claimed total initial spares of Rs 333.46. However, the Petitioner shall endeavour to bring the total initial spare requirement within the norm specified by the Hon'ble Commission.

Re: Debt-Equity Ratio

- 3.21. This Hon'ble Commission, under Regulation 18 of the Tariff Regulations 2024, has specified the debt equity ratio for new projects. The Petitioner had infused an initial equity contribution of Rs 2243.92 lakhs as equity corresponding to the capital infused, i.e., Rs. 6379.58 Lakhs as on COD. The provisions of CERC Tariff Regulations 2024 permit only 30% of the cost incurred as on COD to be considered as normative equity for the purpose of calculation of tariff, and the excess equity above 30% threshold is to be considered as normative debt. Based on the same, it is important to highlight that the equity contribution of Rs. 2243.92 Lakhs deployed in the project cost of Rs. 6379.58 Lakhs corresponds to approximately 35%. The details of the actual debt-to-equity ratio as on COD

versus the normative debt-to-equity ratio as per CERC Tariff Regulations 2024 are appended below. The same has also been captured in detail under Form-6 to the instant petition and summarized as below:

Project Cost incurred till COD	Actual Equity Deployed as on COD	Actual debt deployed on COD	Project Cost considered for tariff (as on COD)	Normative Equity	Normative Debt
6379.58	2243.92	4135.66	5967	1790.10	4176.90
Ration D/E	~65:35			70:30	

B. COMPONENTS OF ANNUAL TRANSMISSION CHARGES

Re: Depreciation

3.22. This Hon'ble Commission, under Regulation 33 of the Tariff Regulations 2024, has specified the methodology for the computation of depreciation. Based on the said provisions of CERC Tariff Regulations 2024, the depreciation has been worked out considering the completed cost of the project as on the date of actual COD. The depreciation rate considered for calculating the depreciation has been considered as per Appendix-II "Depreciation Schedule for New Project" provided under the CERC Tariff Regulations 2024. The detailed working on the calculation of Weighted Average Rate of Depreciation ("WAROD") has been worked and placed at Form 10 enclosed as a part of Tariff Forms to the instant petition.

3.23. In light of the above, it is humbly submitted that the depreciation has been calculated based on the completed cost of the project, as COD as per the rates specified under Form-10, calculated in line with the provisions of CERC Tariff Regulations 2024, as explained in the paragraph above. The calculation for the period from 2024-2029 has been tabulated hereunder for ease of reference; the detailed working is shown at Form 10A of the enclosed Tariff Forms to the instant petition:

All figures in Lakhs

S. No.	Particulars	2024-25	2025-26	2026-27	2027-28	2028-29
1.	No. of days for which tariff is claimed		17	365	366	365
2.	Depreciation		12.13	273.38	277.54	277.54

Re: Interest on Loan

3.24. This Hon'ble Commission under Regulation 32 of the Tariff Regulations 2024 has specified the methodology for calculation of Interest on Loan ("IoL"). As has been explained in the paragraphs above, the Petitioner has carried out financial closure after doing a thorough analysis of available interest rates in the market. The Petitioner had sought quotations from various banks for a consolidated loan portfolio awarded to all the SPVs of the parent holding company. As the parent company IndiGrid Infrastructure Trust is an Infrastructure Investment Trust ("InvIT"), and also provide project loans. The Petitioner entered into a Facility Agreement dated 27.05.2026 with IndiGrid Infrastructure Trust. The interest on loan as per the Facility Agreement is Axis

Bank MCLR (Benchmark rate) + 3.5%. Accordingly, the interest on loan considered for FY 2025-26 is 12.30% (8.8% + 3.5%). As per the Facility Agreement, the interest rate on the loan from 01.04.2026 is considered at 12.30% (8.8% + 3.5%).

Particulars	2024-25	2025-26	2026-27	2027-28	2028-29
No. of days for which tariff is claimed		17	365	366	365
Normative IOL		24.72	539.47	514.08	479.94

Re: Return on Equity

3.25. This Hon'ble Commission, under Regulations 30 and 31 of the Tariff Regulations 2024, has specified the methodology for computation of Return on Equity ("RoE"). As has been captured in the paras above the petitioner had initially infused an equity of Rs. 2243.92 Lakhs till COD. However, normative equity considered for the calculation of tariff is considered at 30% as on COD. Accordingly, the RoE has been calculated on the normative equity contribution of Rs. 1790.10 Lakhs, which is 30% of the completed cost of Rs. 5967 Lakhs (cash basis) as on COD.

3.26. Regulation 30(3) provides that RoE for a new project achieving COD on or after 01.04.2024 shall be computed at the base rate of 15.00%. Further, the rate of RoE has been grossed up with the income tax, the income tax rate considered is 25.12% as the Petitioner has opted for tax regime provided under Section 115BAA of Income Tax Act 1961 ("IT Act 1961") (if the transmission licensee has opted for tax regime under Section 115BAA of the IT Act 1961, the effective tax rate shall be tax rate including surcharge and cess as specified

under Section 115BAA of the IT Act, 1961). Based on the same as per the provisions of Regulation 31(2) of CERC Tariff Regulations 2024, the rate of RoE has been grossed up, based on which the return of equity works out to 20.045%.

Particulars	2024-25	2025-26	2026-27	2027-28	2028-29
No. of days for which tariff is claimed		17	365	366	365
Return on Equity on project cost till Cut-off date (Pre-Tax)		17.29	389.58	395.51	395.51

Re: Operation and Maintenance Expenses

3.27. This Hon'ble Commission under Regulation 36 (3) of the Tariff Regulations 2024 has specified the normative parameters for Transmission Systems. It is humbly submitted that the O&M Expenses for the 2024-29 tariff period have been worked out as per the norms specified above. The O&M Expenses claimed by the Petitioner have been set out in the table below for ease of reference:

S. No.	Particulars	2024-25	2025-26	2026-27	2027-28	2028-29
1.	No of Days for which tariff is claimed		17	365	366	365
2.	Substation O&M Expenses		8.89	200.61	211.61	222.59
	Total O&M Expenses		8.89	200.61	211.61	222.59

Re: Interest on Working Capital

3.28. This Hon'ble Commission under Regulation 34(1)(d), 34(3) and 34(4) of the Tariff Regulations 2024 has specified the methodology for calculation of Interest on Working Capital ("IWC"). It is humbly submitted that the Petitioner has considered the rate of IWC as 12.25% as on the date of COD, i.e., 15.03.2026, in terms of the aforementioned regulations. The components of the working capital and interest claimed thereon have been tabulated below for ease of reference:

S. No.	Particulars	2025-26	2026-27	2027-28	2028-29
I	No. of Days in the year	365	365	366	365
II	No. of days for which tariff claimed	17	365	366	365
1	O & M Expenses - one month	15.90	16.72	17.63	18.55
2	Maintenance Spares 15% of O&M Expenses	28.62	30.09	31.74	33.39
3	Receivables equivalent to 45 days of AFC	170.09	176.35	175.36	172.99
4	Total Working Capital	214.62	223.16	224.74	224.93
5	Reference rate as on 01.04.2025.	12.25%	12.25%	12.25%	12.25%
6	Interest on Working Capital	26.29	27.34	27.53	27.55
	Pro-rata Interest on working capital	1.22	27.34	27.53	27.55

Re: Filing Fees and Publication Expenses

3.29. It is humbly submitted that this Hon'ble Commission, under regulation 94(1) of

the Tariff Regulations 2024, has categorically provided that application fee and publication expenses incurred on publication of notices in the application for approval of tariff may be reimbursed at the discretion of this Hon'ble Commission. The relevant extract of the Regulation has been reproduced hereinbelow for ease of reference:

“94. Application fee and publication expenses: The following fees, charges and expenses shall be reimbursed directly by the beneficiary in the manner specified herein:

(1) The application filing fee and the expenses incurred on publication of notices in the application for approval of tariff, may at the discretion of the Commission, be allowed to be recovered by the generating company or the transmission licensee, as the case may be, directly from the beneficiaries or the long term customers, as the case may be.”

- 3.30. In view of the above, the Petitioner respectfully prays that this Hon'ble Commission allow the reimbursement and recovery of the fee paid by the Petitioner for filing of the present Petition, along with the expenses incurred towards publication of notices.

Re. Licence Fee and RLDC Charges

- 3.31. It is humbly submitted that this Hon'ble Commission under Regulation 94 (4) of the Tariff Regulations 2024, has provided that:

“94. Application fee and publication expenses: The following fees, charges and expenses shall be reimbursed directly by the beneficiary in the manner specified herein:

...

(4) Licence fees paid by the inter-State transmission licensees (including the deemed inter-State transmission licensee) in terms of Central Electricity Regulatory Commission (Payment of Fees) Regulations, 2012.”

- 3.32. In view of the aforesaid provisions, it is respectfully prayed that this Hon'ble Commission may allow the Petitioner to recover the licence fee and the RLDC

fees and charges paid by it in accordance with Regulation 94 of the CERC Tariff Regulations, 2024.

(iii) Final Claims made in the petition

3.33. The annual fixed cost for the transmission system for the tariff period 2024-29 has been summarised below:

All figs in Rs. Lakhs

S. No.	Particulars	2024-25	2025-26	2026-27	2027-28	2028-29
1.	Depreciation		12.13	273.38	277.54	277.54
2.	Interest on Loan		24.72	539.47	514.08	479.94
3.	Return on Equity		17.29	389.58	395.51	395.51
4.	Interest on Working Capital		1.22	27.34	27.53	27.55
5.	O&M Expenses		8.89	200.61	211.61s	222.59
	Total AFC		64.26	1,430.37	1,426.27	1,403.14

A copy of the tariff forms along with the checklist is annexed herewith and marked as **APPENDIX-I**.

C. Limitation

- 4.1. It is submitted that in terms of Regulation 9(1) of the CERC Tariff Regulations 2024, an application for determination of tariff is required to be filed within 90 days of the actual COD of the RTM Project or the relevant transmission element.
- 4.2. It is respectfully submitted that, although the present Petition has been filed with a minor delay beyond the timeline prescribed under the CERC Tariff Regulations 2024, the delay is neither intentional nor deliberate. The Petitioner

requested SRLDC on 21.05.2026 to issue the Certificate of Successful Trial Run in respect of the RTM Project and the same is presently awaited. In the meantime, the Petitioner has proceeded with the filing of the present Petition on the basis of the actual COD of 15.03.2026 so as to ensure compliance with the regulatory framework and avoid any further delay in seeking tariff determination. In the aforesaid circumstances, it is respectfully prayed that the limited delay in filing the present Petition may be condoned.

D. Prayers

5.1. In accordance with the facts as stated above, it is respectfully prayed that this Hon'ble Commission may be pleased to:

- (a) Admit the present Petition;
- (b) Condone the time overrun of 255 days in achieving commercial operation of the RTM Project;
- (c) Approve the Capital Cost and the Additional Capitalisation incurred or projected to be incurred as claimed in the Petition;
- (d) Approve the tariff of the RTM Project for the tariff period 2024-29 in terms of CERC (Terms and Conditions of Tariff) Regulations, 2024;
- (e) Condone the limited delay in filing the present Petition beyond the period prescribed under Regulation 9(1) of the CERC (Terms and Conditions of Tariff) Regulations 2024;
- (f) Allow interim tariff of 90% in accordance with Regulation 10(3) of the CERC (Terms and Conditions of Tariff) Regulations, 2024 on the first

date of listing of the present Petition;

- (g) Approve the reimbursement of expenditure towards petition filing fee, and expenditure on publishing of notices in newspapers in terms of Regulation 94 (1) Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024, and other expenditure (if any) in relation to the filing of petition.
- (h) Allow the petitioner to bill and recover Licensee fee and RLDC fees & charges in terms of Regulation 94 (3) and (4) Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024.
- (i) Allow the Petitioner to bill and recover from the beneficiaries, any taxes payable to the Government (central or state) or Statutory authorities, towards realisation, processing, calculation etc of aforementioned Tariff (Annual Transmission Charges) that are paid by the Petitioner for Tariff Block of 2024-29.
- (j) Allow Petitioner to claim the fees and charges under Regulation 94(2) of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2024 directly from the long term customers or DICs in proportion to their share in the inter-State transmission systems determined in accordance with the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020, as amended from time to time;
- (k) Allow the Petitioner to bill and adjust impact on Interest on Loan due to

change in Interest rate on account of floating rate of interest applicable during 2024-29 period, if any, from the beneficiaries.

- (l) Allow final tariff in accordance with Regulation 10(5) of the CERC (Terms and Conditions of Tariff) Regulations, 2024.
- (m) Allow the Petitioner to make additions /alterations /modifications /changes to the Petition if required at a future date.
- (n) Condone any inadvertent omissions, errors, short comings and permit the Petitioner to add/ change/ modify/ alter this filing and make further submissions as may be required at a future date; and
- (o) Pass such order and further orders as are deemed fit and proper in the facts and circumstances of the case.

E. Tariff Filing Forms

- 6.1 The Petitioner declares that the tariff filing forms along with the checklist thereof, are being submitted in accordance with the applicable regulations, namely the Tariff Regulations, 2024. The said tariff filing forms and checklist are marked as Appendix I to the present Petition.

F. Annexure

- 7.1 As per the Index.

G. Proof of payment of fees for filing of the Petition

- 8.1 The Petitioner has paid application fees to this Hon'ble Commission considering True-up of 2024-29 AFC. (Refer Form-1).

Dated at New Delhi on this 14th day of July, 2026



Counsel for the Petitioner

SKV Law Offices
B-50, Defence Colony,
New Delhi-110024


Petitioner

DECLARATION

The Petitioner above named hereby solemnly declares that nothing material has been concealed or suppressed and further declares 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.

Dated at New Delhi on this 14th day of July, 2026



Counsel for the Petitioner

Shri Venkatesh
SKV Law Offices
B-50, Defence Colony,
New Delhi-110024


Petitioner

VERIFICATION

Verified at New Delhi, on this 14th day of July, 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

BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY

COMMISSION AT NEW DELHI

PETITION NO. ____/TT/2026

IN THE MATTER OF: Petition under Section 62 read with Sections 79(1)(c) & (d) of the Electricity Act, 2003 read with Regulation 15(1)(a) of the CERC (Conduct of Business) Regulations, 2023, the applicable provisions of the CERC (Terms and Conditions of Tariff) Regulations, 2024 for determination of transmission tariff from Commercial Operation Date to 31.03.2029 for the transmission scheme titled "Augmentation of transformation capacity at 400/200kV Gadag PS in Karnataka by 1x500 MVA, 400/200 kV ICT (6th)" (implemented under Regulated Tariff Mechanism).

AND IN THE MATTER OF:

Gadag Transmission Limited

...Petitioner

Versus

Central Transmission Utility of India Limited & Ors.

...Respondents

AFFIDAVIT VERIFYING THE PETITION

I, Abhay Kumar, S/o. Shri Sh. Subh Narayan Shrivastava, aged about 52 years, having office at 10th Floor, Berger Tower, Sector 16, Noida, Uttar Pradesh-201301, presently at New Delhi, do hereby solemnly affirm and state on oath as under:

1. That the deponent is the authorized Representative of the Gadag Transmission Limited i.e. Petitioner Company 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 Section 62 read with Sections 79(1)(c) & (d) of the Electricity Act, 2003 has been filed by my 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 1.1 to 3.33 of the facts as mentioned in the Petition are true and correct based on my personal knowledge, belief and records maintained in the office of the Petitioner and the contents of Para 1.1 to 8.1 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.



DEPONENT

VERIFICATION

Verified at New Delhi, on this 14th day of 14 JUL 2026, 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


D/15186/2025
 I identified the deponent who
 has signed in my presence



CERTIFIED AT THE DEPONENT'S
 Shri/Smt./Km. Sriwant Sundar Bhanja
 S/o, W/o, D/o Sh. Sriwant Sundar Bhanja
 Identified by Shri/Smt. Sriwant Sundar Bhanja
 has solemnly affirmed before me at Delhi
 on 14 JUL 2026 that the contents of the affidavit which have
 been read & explained to me are true and
 correct to his knowledge

NOTARY PUBLIC GOVT. OF INDIA

14 JUL 2026

INDEX

PART-III

Checklist of Forms and other information/ documents for tariff filing for Transmission System& Communication System

Form No.	Title of Tariff Filing Forms (Transmission& Communication System)	Tick
FORM- 1	Summary of Tariff	☒
FORM- 1A	Summary of Asset level cost	☒
FORM-2	Details of Transmission Lines and Substations and Communication System covered in the project scope and O&M for instant asset	☒
FORM-3	Normative parameters considered for tariff computations	☒
FORM- 4	Abstract of existing transmission assets/elements under project, Determination of Effective COD and Weighted Average Life for single AFC for the project as whole.	☒
FORM- 4A	Statement of Capital cost	☒
FORM- 4B	Statement of Capital Works in Progress	
FORM- 4C	Abstract of Capital Cost Estimates and Schedule of Commissioning for the New Project/Element	☒
FORM-5	Element wise Break-up of Project/Asset/Element Cost for Transmission System or Communication System	☒
FORM-5A	Break-up of Construction/Supply/Service packages	☒
FORM-5B	Details of all the assets covered in the project	☒
FORM- 6	Actual Cash Expenditure and Financial Package up to COD	☒
FORM- 7	Statement of Additional Capitalisation after COD	☒
FORM- 7A	Financing of Additional Capitalisation	☒
FORM- 7B	Statement of Additional Capitalisation during five year before the end of the useful life of the project.	
FORM- 8	Calculation of Return on Equity	☒
FORM-8A	Details of Foreign Equity	
FORM-9	Details of Allocation of corporate loans to various transmission elements	☒
FORM-9A	Details of Project Specific Loans	
FORM-9B	Details of Foreign loans	
FORM-9C	Calculation of Weighted Average Rate of Interest on Actual Loans	☒
FORM-9D	Loans in Foreign Currency	
FORM-9E	Calculation of Interest on Normative Loan	☒
FORM- 10	Calculation of Depreciation Rate on original project cost	☒
FORM- 10A	Statement of Depreciation	☒
FORM- 10B	Statement of De-capitalisation	
FORM- 11	Calculation of Interest on Working Capital	☒
FORM- 12	Details of time over run	☒
FORM- 12A	Incidental Expenditure during Construction	☒
FORM- 12B	Calculation of IDC & Financing Charges	☒
FORM- 13	Details of Initial spares	☒
FORM- 14	Non-Tariff Income	
FORM- 15	Summary of issue involved in the petition	☒
FORM A	Summary of Capital Cost & Annual Fixed Cost (AFC) Claimed for ALL the assets covered in the present petition.	
Other Information/ Documents		
S. No.	Information/Document	Tick
1	Certificate of incorporation, Certificate for Commencement of Business, Memorandum of Association, & Articles of Association (For New Project(s) setup by a company making tariff application for the first time to CERC)	
2	Region wise and Corporate audited Balance Sheet and Profit & Loss Accounts with all the Schedules & Annexure for the new Transmission System & Communication System for the relevant years.	
3	Copies of relevant loan Agreements	
4	Copies of the approval of Competent Authority for the Capital Cost and Financial package.	
5	Copies of the Equity participation agreements and necessary approval for the foreign equity.	
6	Copies of the BPTA/TSA/PPA with the beneficiaries, if any	
	Detailed note giving reasons of cost and time over run, if applicable. List of supporting documents to be submitted:	
	a. Detailed Project Report	
7	b. CPM Analysis	
	c. PERT Chart and Bar Chart	
	d. Justification for cost and time Overrun	
8	Transmission Licensee shall submit copy of Cost Audit Report along with cost accounting records, cost details, statements, schedules etc. for the transmission system as submitted to the Govt. of India for first two years i.e. 2024-25 and 2025-26 at the time of mid-term true-up in 2026- 27 and for balance period of tariff period 2024-29 at the time of final true-up in 2029-30. In case of initial tariff filing the latest available Cost Audit Report should be furnished.	
9	BBMB is maintaining the records as per the relevant applicable Acts. Formats specified herein may not be suitable to the available information with BBMB. BBMB may modify formats suitably as per available information to them for submission of required information for tariff purpose.	
10	Any other relevant information, (Please specify)	

Summary of Tariff

Form 1

Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)
COD: 15.03.2026

S. No.	Particulars		2024-25	2025-26	2026-27	2027-28	2028-29
1	Depreciation			12.13	273.38	277.54	277.54
2	Interest on Loan			24.72	539.47	514.08	479.94
3	Return on Equity			17.29	389.58	395.51	395.51
4	Interest on Working Capital			1.22	27.34	27.53	27.55
5	O & M Expenses			8.89	200.61	211.61	222.59
	Total AFC			64.26	1,430.37	1,426.27	1,403.14

(Petitioner)

Part III
Form 11

Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)
COD: 15.03.2026

S. No.	Particulars		2024-25	2025-26	2026-27	2027-28	2028-29
I	No. of Days in the year		365	365	365	366	365
II	No. of days for which tariff claimed			17	365	366	365
1	O & M Expenses - one month			15.90	16.72	17.63	18.55
2	Maintenance Spares 15% of O&M Expenses			28.62	30.09	31.74	33.39
3	Receivables equivalent to 45 days of AFC			170.09	176.35	175.36	172.99
4	Total Working Capital			214.62	223.16	224.74	224.93
5	Reference rate as on 01st April of the COD i.e. 01.04.2025			12.25%	12.25%	12.25%	12.25%
6	Interest on Working Capital			26.29	27.34	27.53	27.55
	Pro-rata Interest on working capital			1.22	27.34	27.53	27.55

(Petitioner)

Summary of Asset Level cost

Form 1 A

Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)
COD: 15.03.2026

A) Summary of Capital Cost, Means of Finance of the Asset									
Particular	i) Apportioned Approved Cost		ii) Summary of Actual / Projected Capital Cost						
	as per IA	As per RCE	As on COD (07-12-2025)	2024-25 (Actual/ Projected)	2025-26 (Actual/ Projected)	2026-27 (Actual/ Projected)	2027-28 (Actual/ Projected)	2028-29 (Actual/ Projected)	As on 31.03.2029
Land (Freehold Land)									
Land (Leasehold)									
Building & Civil Works									
Transmission Line									
Sub-Station			6,379.58			197.27			6576.85
PLCC									
Total Capital Cost as per Books			6379.58			197.27			6576.85
Less: Liability			412.59						
Add: Discharge of liability					412.59	-			
Total Capital Cost			5,967.00	-	412.59	197.27	-	-	6,576.85
Equity			1,790.10	-	123.78	59.18	-	-	1,973.06
Debt			4,176.90	-	288.81	138.09	-	-	4,603.80

(Petitioner)

Part III
Form-2

Details of Transmission Lines, Substations and Communication System covered in the project scope and O&M for instant asset

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

2. Substations

S. No	Name of Sub-station	Type of Substation Conventional (Greenfield/Br ownfield)/ GIS/HVDC terminal/ Back to Back HVDC	Voltage level kV	No. of transform ers / Reactors/S VC etc. (with capacity)*	No. of Bays				MVA/MVAr Capacity				Date of Commercial operation	Covered in the present Petition	
					765 kV	400kV	220 kV	132 kV & Below	765 kV	400 kV	220 kV	132kV & Below		Yes/N o	If No, Petition No.
1	400/220 kV Gadag S/s	Brownfield	400/220 kV	1		1	1			500			15.03.2026	Yes	
2															
3															
-															
-															

Summary

O & M Expenses for the Substations covered in the instant petition	2024-25	2025-26	2026-27	2027-28	2028- 29
No of Days after COD in the year		17	365	366	365
400 kV Substation					
Normative rate of O&M as per Regulation (Rupees in Lakh per bay)*		31.08	32.71	34.43	36.23
No. of units		1	1	1	1
O&M Claimed (Rupees in Lakh)		1.45	32.71	34.52	36.23
220 kV Substation					
Normative rate of O&M as per Regulation (Rupees in Lakh per bay)*		21.75	22.9	24.1	25.36
No. of units		1	1	1	1
O&M Claimed (Rupees in Lakh)		1.01	22.90	24.17	25.36
500 MVA ICT					
Normative rate of O&M as per Regulation per bay (Rupees in Lakh per MVA)*		0.276	0.290	0.305	0.322

Part III
Form-2

Details of Transmission Lines, Substations and Communication System covered in the project scope and O&M for instant asset
Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

No. of units		1.00	1.00	1.00	1.00
O&M Claimed (Rupees in Lakh)		6.43	145.00	152.92	161.00
Total O&M Cost		8.89	200.61	211.61	222.59

3. Communication System									
S NO	Name of Communicati on System	Type of Communication System - Communication System under ULDC/ SCADA/ WAMS/Fibre Optic Communication System/RTU/PABX/PMU etc	Length of OPGW links	No. of RTU	No. of PMU	Date of Commercia l operation	Capital Cost upto Cutoff date(Original Project cost)	Covered in the present Petition	
								Yes/No	If No, Petition No.
1									

4) Summary of O&M Expenses claim

S. No	Particulars	2024-25	2025-26	2026-27	2027-28	2028-29
	A) Normative O&M					
1	Transmission line					
2	Substation		8.89	200.61	211.61	222.59
3	Communication System		-	-	-	-
	Total Normative O&M		8.89	200.61	211.61	222.59
	B) O&M Claimed under Regulation 35 (3)(C)					
1	Security Expenses					
2	Actual Capital Spare consumed1					
3	Insurance Premium Paid2					
	Total O&M		8.89	200.61	211.61	222.59

(Petitioner)

FORM-3

Normative Parameters considered for Tariff Computation

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

Particulars	Unit	Existing 2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
1	2	3	4	5	6	7	8
Base Rate of Return on Equity	%			15%	15.00%	15.00%	15.00%
Base Rate of Return on Equity on Additional Capitalization after Cut-off Date 1	%			12.50%	12.50%	12.50%	12.50%
Tax Rate	%			25.17%	25.17%	25.17%	25.17%
Effective Tax Rate2	%			20.05%	20.05%	20.05%	20.05%
Target Availability	%			98%	98%	98%	98%
Normative O&M per km	Rs. Lakh						
Normative rate of O&M as per Regulation for 400 kV Bay	Rs. Lakh per bay			31.08	32.71	34.43	36.23
Normative rate of O&M as per Regulation per bay for 220 kV Bay	Rs. Lakh			21.75	22.9	24.1	25.36
Normative rate of O&M as per Regulation per bay (Rupees in Lakh per MVA)*	Rs. Lakh			0.276	0.29	0.305	0.322
Multiplying factor for O&M of GIS Bays				0.7	0.7	0.7	0.7
Spares for WC as % of O&M	%			15%	15%	15%	15%
Receivables in Days for WC	Days			45	45	45	45
Reference Rate as on first day of financial year3	%			12.25%	12.25%	12.25%	12.25%
Lapsed life as on 01.04.2025 and beginning of every year(in completed years)	No. of years			0	0.05	1.05	2.05

(Petitioner)

Part-III
FORM-4

Abstract of existing transmission assets/elements under project, Determination of Effective COD and Weighted Average Life for single AFC for the project as whole

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

Asset No. & Asset Name description	Actual COD	COD considered for Tariff	Effective COD for the project as whole (Refer C)	Weighted Average useful life of the project (Refer D)	Lapsed useful Life of the project as on 01-04-2025 (Refer E)	Balance useful Life of the Project as on 01.04.2025 (Refer E)
Augmentation of Transformation Capacity at 400/220kV Koppal PS in Karnataka by 400/220kV, 1x500 MVA ICT (6th)	15-03-2026	15-03-2026	15-03-2026	25.00	0	25

B) Details as on 15-03-2026 for determination of Single Tariff for the Projects Commissioned

Particulars as on 31-03-2024 after true up of 2019-24 period.	Asset 1	Asset 2	Asset 3	Asset 4	and so on	Total as on 15.03.2026 for the project as whole
a	b	c	d	e	f	g=(b+c+d+e+f)
Capital Cost as on 15.03.2026	5,967.00					5,967.00
Cumulative Depreciation as on 31-03-2025						-
Debt Equity Ratio as on 15.03.2026	70:30					
Gross Equity for Normative ROE as on 15.03.2026	1,790.10					1,790.10
Gross Loan as on 15.03.2026	4,176.90					4,176.90
Cumulative Re-payment of Loan as on 15.03.2026	0					-

C) Computation of Effective COD for determining lapsed useful life of the project as whole.

Asset No.	Asset 1	Asset 2	Asset 3	Asset 4	and so on	Total
a	b	c	d	e	f	g=(b+c+d+e+f)
1) Actual COD of the Asset.	15-03-2026					
2) COD considered for tariff purpose (i)	15-03-2026					
3) No. of days between the COD of the asset considered for tariff and the COD of the Project (ii)&(iii)						
4) Capital Cost as on 15.03.2026(in Lakh)	5,967.00	0				5,967.00
5) Weight of the Cost of an asset (in %) (iv)	100%					100%
6) Weighted days = (3x5)	0					0
7) Effective COD = (i.e. COD of the Project - Total Weighted days)						15-03-2026

Note:

- i) COD of the Asset considered for tariff: This normally refers the actual COD of the project. In case commission had admitted clubbing of the assets if any in previous tariff period, then the COD considered for such clubbed asses for tariff purpose has to be considered here (eg. Notional COD)
- ii) No. of days from the COD of the Project: It refers the distance between the COD considered for tariff for the individual Asset and the COD of the Project. This has been computed by (COD of the project - COD of the individual asset)
- iii) COD of the Project = The COD of the last asset of the Project.
- iv) Weight of the Cost of an asset = It refers the proportion (i.e. weight) of individual asset's cost on comparing the Total capital cost of the project. It has to be computed by (Trued up cost of concerned asset as on 31.03.2024/Total of true up cost of all the assets) x 100
- v) Weighted days: This is the product of the Weight of the Cost of an asset and the distance from its COD to the COD of the project.

D) Weighted Average useful Life of the Project as whole

Particulars	Capital Cost as on COD (i.e. 15.03.2026)					Combined Cost	Useful life/ Extended life	Weighted Cost
	Asset 1	Asset 2	Asset 3	Asset 4	and so on			
a	b	c	d	e	f	g=(b+c+d+e+f)	h	i = (g)x(h)
Freehold Land							0	
Leasehold Land							25	
Building & Other Civil Works							25	
Transmission Line							35	
Sub-Station Equipment	6,379.58					6,379.58	25	1,59,490
Communication System (FOIE)	-					-	15	-
and so on								
Total	6379.58					₹ 6,379.58		1,59,490
Weighted Average life = Total Weighted Cost/Total Combine Cost (Rounded off to get complete year)							25.00	Years

E) Lapsed weighted average useful life of the project & Balance weighted average Useful life

This refers to the No. of completed years from the Effective COD till the last day of the previous tariff period (i.e. 31.03.2024)

i) Effective COD	15-03-2026
ii) Last day of the previous tariff control period	NA
iii) No. of Completed years lapsed as on 01.04.2026	0
iv) Remaining useful life (in year) (WAL-lapsed year)	25

Note: 1) The petitioner has to maintain the identity of the individual assets. In consolidation petitions, the petitioner has to maintain and provide the details of individual assets, like description, actual COD, effective COD, cut-off date, admitted capital cost, O&M Expenses etc. The petitioner has to make all claims of additional capital expenditure or de-capitalization for the project, along with Auditor certificate by clearly mentioning the individual assets to which the claim has been made. Accordingly, the relevant tariff forms should show the individual asset wise breakup. 2) This form is required to be submitted when the project is commissioned prior to 01.04.2024 (i.e. the last element of the project commissioned prior to 01.04.2024. 3) The No. of completed year can be arrived by the excel function viz. YEARFRAC(31-03-2024,Effective COD) and ignore the fraction if any from the result.

(Petitioner)

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

A) Capital Cost		As on relevant date.1		
	Particulars	Accrual Basis	Un-discharged	Cash Basis
			Liabilities	
2025-26				
1	a) Opening Gross Block Amount as per books	6379.58	412.59	5967.00
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in A(a) above	410.70	410.70	0.00
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost) included in A(a) above	275.00	0.00	275.00
2	a) Addition in Gross Block Amount during the period	0	0	0
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in B(a) above	0	0	0
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost)	0	0	0
3	a) Closing Gross Block Amount as per books	6379.58	0.00	6379.58
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in C(a) above	410.70	0.00	410.70
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost) included in C(a) above	275.00	0.00	275.00

2026-27

1	a) Opening Gross Block Amount as per books	6379.58	0.00	6379.58
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in A(a) above	410.70	0.00	410.70
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost) included in A(a) above	275.00	0.00	275.00
2	a) Addition in Gross Block Amount during the period	197.27	0	197.27
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in B(a) above	0	0	0
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost)	0	0	0
3	a) Closing Gross Block Amount as per books	6576.85	0	6576.85
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in C(a) above	410.70	0	410.70
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost)	275.00	0	275.00

2027-28

1	a) Opening Gross Block Amount as per books	6576.85	0	6576.85
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in A(a) above	410.70	0	410.70

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost) included in A(a) above	275.00	0	275.00
2	a) Addition in Gross Block Amount during the period	0	0	0
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in B(a) above	0	0	0
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost)	0	0	0
3	a) Closing Gross Block Amount as per books	6576.85	0	6576.85
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in C(a) above	410.70	0	410.70
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost)	275.00	0	275.00

2028-29

1	a) Opening Gross Block Amount as per books	6576.85	0	6576.85
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in A(a) above	410.70	0	410.70
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost) included in A(a) above	275.00	0	275.00
2	a) Addition in Gross Block Amount during the period	0	0	0
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in B(a) above	0	0	0
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost)	0	0	0
3	a) Closing Gross Block Amount as per books	6576.85	0	6576.85
	b) Amount of (i) IDC (ii) FC (iii) FERV & (iv) Hedging cost included in C(a) above	410.70	0	410.70
	c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost)	275.00	0	275.00

B) Flow of liability for the Asset

Particulars	2026-27 (16-04-2026 to 31.03.2027)	2027-28	2028-29
1. Opening balance of liability ²	412.59	0	0
2. Add: Liability from ACE ³	-	0	0
3. Discharge of liability by payment and claimed as ACE ⁴	412.59	0	0
4. Reversal/cancelation (to be entered) ⁵			
5. Closing Balance of Admitted liability ⁶	0.00	0	0

(Petitioner)

Part-III
FORM-4C

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

Board of Director/ Agency approving the Capital cost estimates:

Date of approval of the Capital cost estimates:		
	Present Day Cost	Completed Cost
		As on Actual COD of the transmission system/ transmission element/ Communication System
Price level of approved estimates	As of End of _Qtr. of the year	
Foreign Exchange rate considered for the Capital cost estimates		
Capital Cost excluding IDC, IEDC& FC		
Foreign Component, if any (In Million US \$ or the relevant Currency)		
Domestic Component (Rs. Lakh)		5891.15
Capital cost excluding IDC, FC, FERV & Hedging Cost (Rs. Lakh)		5891.15
IDC, IEDC, FC, FERV & Hedging Cost		
Foreign Component, if any (In Million US \$ or the relevant Currency)		
Domestic Component (Rs Lakh)		685.70
Total IDC, FC, FERV, IEDC & Hedging Cost (Rs Lakh)		685.70
Rate of taxes & duties considered		18%

Part-III
FORM-4C

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

Board of Director/ Agency approving the Capital cost estimates:

Capital cost Including IDC, IEDC, FC, FERV & Hedging Cost	
Foreign Component, if any (In Million US \$ or the relevant Currency)	0
Domestic Component (Rs Lakh)	6576.85
Capital cost Including IDC, IEDC& FC (Rs Lakh)	6576.85
Schedule of Commissioning	
COD of transmission system 1 /transmission element	15.03.2026

(Petitioner)

Part-III
FORM-5

Name of the Transmission Asset: Gadag Transmission Ltd. ☐

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

S. No. (1)	Particulars (2)	Cost in Lakh										Variation between actual Cost and IA/RCE cost as on COD (8=(5-6+7)-(3 or 4))	Reasons for Variation 1 (9)	Un-Discharge Liabilities included in Col. 5 (10)	Admitted cost (11)	Capital Work in Progress as per Books of Account as on COD (12)	
		As per CTUIL Estimates (3)			As per Revised Cost Estimates by the company (if any) (4)			Actual Capital Expenditure (Gross Block) as on COD as per Books of Account (5)			The portion Capital cost included in col. 5 which is not eligible for transmission tariff (eg. Grant, other business etc.3 (6)						Projected/actual cost of Deferred work to be capitalised after COD but before cut-off date
		Qu anti ty	Rate	Estima ted Cost	Qua ntity	Rate	Estima ted Cost	Qua ntity	Rate	Gross Block of the asset							
A	TRANSMISSION LINE																
1	Preliminary works																
1.1	Design & Engineering																
1.2	Preliminary Investigation, Right of way, forest clearance , PTCC, general civil works etc.																
1.3	Total Preliminary works (1.1+1.2)																
2	Transmission Lines material																
2.1	Towers Steel																
2.2	Conductor																
2.3	Earth Wire																
2.4	Insulators																
2.5	Hardware Fittings																
2.6	Conductor & Earth wire accessories																
2.7	Spares																
2.8	Erection, Stringing & Civil works including foundation																
2.9	Total Transmission Lines material (2.1+2.2+2.3+2.4+2.5+2.6+2.7+2.8)																
3	Taxes and Duties																
3.1	Custom Duty																
3.2	Other Taxes & Duties																
3.3	Total Taxes & Duties (3.1+3.2)																
3.4	Total - Transmission lines (1.3+2.9+3.3)																
B.	SUBSTATIONS																
4	Preliminary works & land																
4.1	Design & Engineering										0.28						
4.2	Land2										49.31						
4.3	Site preparation																
4.4	Total Preliminary works & land (4.1+4.2+4.3)										49.59						
5	Civil Works																
5.1	Control Room & Office Building including HVAC																
5.2	Township & Colony																
5.3	Roads and Drainage																
5.4	Foundation for structures										161.6						
5.5	Misc. civil works								LS		770.9						
5.6	Total Civil Works (5.1+5.2+5.3+5.4+5.5)			-							932.53				-		
6	Substation Equipment																
6.1	Switchgear (CT,PT, Circuit Breaker, Isolator etc)							LS			304.53						
6.2	Transformers							LS			2,627.16			1.60			
6.3	Compensating Equipment (Reactor, SVCs etc)																
6.4	Control , Relay & Protection Panel							LS			796.09						
6.5	PLCC																
6.6	HVDC package																
6.7	Bus Bars/ conductors /Insulators							LS									
6.8	Outdoor lighting							LS									
6.9	Emergency D.G. Set																

Part-III
FORM-5

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

6.1	Grounding System																
6.11	Structure for switchyard																
6.12	Total Substation Equipment (Sum of 6.1 to 6.11)								3,727.78						1.60		
7	Spares								115.42			167.18					
8	Taxes and Duties																
8.1	Custom Duty																
8.2	Other Taxes & Duties				-				868.56			30.09			0.29		
8.3	Total Taxes & Duties (8.1+8.2+8.3)																
8.4	Total (Sub-station) (4.4+5.6+6.12+7+8.3)				-				5,693.89			197.27			-	1.89	
C	Communication System																
9.1	Preliminary Works												-				
9.2	Communication System equipment's																
9.3	Taxes and Duties								-			-	-				
9.4	Total (Communication System) (9.1+9.2+9.3)								-			-	-		-		
10	Cost of Plant & Machinery (3.4+8.4+9.4)			5,759.00					5,693.89				-65.11	Actual cost is as per bidding conducted by the Petitioner.	1.89		
11	Construction and pre-commissioning expenses																
11.1	Site supervision & site administration .etc.																
11.2	Tools and Plants																
11.3	construction Insurance																
11.4	Total Construction and pre commissioning expenses (11.1+11.2+11.3)																
12	Overheads																
12.1	IEDC								275.00								
12.2	Audit & Accounts																
12.3	Contingency																
12.4	Other overheads																
12.5	Total Overheads/IEDC								275.00						-		
13	IDC, FC, FERV & Hedging Cost																
13.1	Interest During Construction (IDC)								410.70						410.70		
13.2	Financing Charges (FC)																
13.3	Foreign Exchange Rate Variation (FERV)																
13.4	Hedging Cost																
13.5	Total of IDC, FC, FERV & Hedging Cost (13.1+13.2+13.3+13.4)								410.70						410.70		
14	Capital cost including IDC, FC, FERV & Hedging Cost (10+11.4+12.5+13.5)			5,759.00					6,379.58			197.27			412.59		

B) Summary of Capital Cost as on COD										
	Plant & Machinery Cost including initial spare but excluding IDC&IEDC	Initial Spare capital ised	IEDC capitalised	IDC capitalised	Loan FERV	Gross Block as per books of Account as on COD	Deduction from Gross Block3	Gross block meant for tariff as on COD (after deductions)	Un-discharged liability included in 8	Capital Cost on Cash basis for tariff as on COD
Particular	1	2	3	4	5	6=(1+3+4+5)	7	8=(6-7)	9	10=(8-9)
Land (Freehold Land)	0	0	0	0	0	0	0	0	0	0
Land (Leasehold)	0	0	0	0	0	0	0	0	0	0
Building & Civil Works		0	0	0	0	0	0	0	0	0
Transmission Line		0	0	0	0	0	0	0	0	0
Sub-Station		0	0	0	0	0	0	0	0	0
PLCC	0	0	0	0	0	0	0	0	0	0
Total Capital Cost as per Books of Account	5693.89	136.19	275.00	-	0	5968.89	0	5968.89	1.89	5967.00
Less: Un-discharged liabilities	1.89	0	0	0	0					
Total Capital Cost Claimed for tariff	5692.00		275.00	0.00		5967.00		5967.00	0	
% of IDC / IEDC on the base of (Plant & Machinery cost including initial spare as per Books of Account)						4.61%				
Means of Finance										
Equity						1790.10				
Debt						4176.90				

(Petitioner)

Part-III
FORM-5B

Details of all the assets covered in the project

Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)
COD: 15.03.2026

S. No.	Name of Asset	SCOD	COD	Delay (in No. of in days)	Apportioned approved cost (Rs. Lakh)	Revised cost estimates, if applicable (Rs. Lakh)	Completed Cost (Rs. Lakh)	Covered in the present Petition	
								Yes/No	If No, Petition No.
1	400/220 kV , 315 MVA , ICT-3 along with assoicated LV Bay (210) and HV Bay (416,417 & 418) Bays at Amargarh (NRSS XXIX)	02.07.2025	15.03.2025	255		-	6576.85	Yes	

Total							6576.85		

(Petitioner)

Part-III

FORM-6

Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV GadagPS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

B) Financial package

	Financial Package as Approved		Financial Package as on COD		As Admitted on COD	
	Currency and Amount in INR		Currency and Amount in INR		Currency & Amount in INR	
1	2	3	4	5	6	7
Loan-I		5m	INR	4135.66	INR	4176.90
Loan-II						
and so on						
Total Loans			INR	4135.66		4176.90
Equity-			INR	2243.92		
Foreign						
Domestic						
Total Equity			INR	2243.92		1790.10
Debt : Equity Ratio				65:35		70:30
Total Cost			INR	6379.58		5967.00

	Normative			Actual		
	Debt	Equity	Total	Debt	Equity	Total
Add cap for 2025-26	288.81	123.78	412.59	288.81	123.78	412.59
Add cap for 2026-27	138.09	59.18	197.27	138.09	59.18	197.27
Add cap for 2027-28						
Add cap for 2028-29						
Total Capital Cost with add cap.	6576.85					

(Petitioner)

Part-III
FORM-7
Statement of Additional Capitalisation after COD

Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

A) ACE for the year: FY 2025-26@ (Actual/Projected) (between COD of 15.03.2026 and 31.03.2026)								
Particulars	Addition into Gross Block as per books of Account during the year	Less: Deductions dr. the year towards				Add: Discharge of earlier admitted liability	ACE on cash basis for tariff purpose	Admitted Cost in final tariffı (Rs Lakh)
		Grants Receive d (if any)	Asset pertaining to other business (If any)	Other Deduct ion (if any)	Less: Un-discharged liability included in			
					(2-4-5)			
1	2	3	4	5	6	7	8=(2-3-4-5-6+7)	
Land (Freehold Land)								
Land (Leasehold)								
Building, Civil Work								
Transmission Line								
Sub-Station	-					412.59	412.59	
PLCC								
Total	0	0	0	0	0	412.59	412.59	

A) ACE for the year: FY 2026-27® (Actual/Projected)								
Particulars	Addition into Gross Block as per books of Account during the year	Less: Deductions dr. the year towards				Add: Discharge of earlier admitted liability	ACE on cash basis for tariff purpose	Admitted Cost in final tariffı (Rs Lakh)
		Grants Receive d (if any)	Asset pertaining to other business (If any)	Other Deduct ion (if any)	Less: Un-discharged liability included in			
					(2-4-5)			
1	2	3	4	5	6	7	8=(2-3-4-5-6+7)	
Land (Freehold Land)								
Land (Leasehold)								
Building, Civil Work								
Transmission Line								
Sub-Station	197.27						197.27	
PLCC								
Total	197.27	0	0	0	0	0	197.27	

Note: No Add cap/undicharged liability in FY 2027-28 and FY 2028-29

B) Regulation wise ACE claim on Cash basis

Regulation No.	Particulars	2024-25	2025-26	2026-27	2027-28	2028-29
Reg. 24	ACE within the original scope and upto the cut-off date.			-		
24 (1) (a)	Un-discharged liabilities recognized to be payable at a future date		412.59	0.00		
24 (1) (b)	Works deferred for execution					
24 (1) (c)	Procurement of initial capital spares			197.27		
24 (1) (d)	Liabilities to meet award of arbitration etc.					
24 (1) (e)	Change in law or compliance of any existing law					
24 (1) (g)	Force Majeure events					
Total under Reg. 24			412.59	197.27		

B) Regulation wise ACE claim on Cash basis

Regulation No.	Particulars	2024-25	2025-26	2026-27	2027-28	2028-29
Reg. 25	ACE within the original scope and upto the cut-off date.					
25 (1) (a)	Un-discharged liabilities recognized to be payable at a future date					
24 (1) (b)	Works deferred for execution					

Part-III

FORM-7

Statement of Additional Capitalisation after COD

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

24 (1) (c)	Procurement of initial capital spares					
24 (1) (d)	Liabilities to meet award of arbitration etc.					
24 (1) (e)	Change in law or compliance of any existing law					
24 (1) (g)	Force Majeure events					

Total under Regulation 25

Reg. 26	ACE beyond the original scope:					
26 (1) (a)	Liabilities to meet award of arbitration etc.					
26 (1) (b)	Change in law or compliance of any existing law;					
26 (1) (c)	Force Majeure Events;					
26(1) (d)	Need for higher security and safety of the plant....					
26(1) (i)	Expenditure necessary for Efficient Operation including works					
	required towards projects acquired through NCLT process					
Total under Regulation 26						
Total ACE claimed for tariff			412.59	197.27		
Total Admitted ACE during Final tariff.						

(Petitioner)

Part-III
FORM-7A
Financing of Additional Capitalisation

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

	Actual/Projected					Admitted				
Financial Year (Starting from COD)	2024-25	2025-26	2026-27	2027-28	2028-29	2024-25	2025-26	2026-27	2027-28	2028-29
1	2	3	4	5	6	7	8	9	10	11
Amount capitalised in Work/Equipment		412.59	197.27	0	0					
Financing Details		Domestic	Domestic							
Loan-1		288.81	138.09	0.00	0.00					
Loan-2										
Loan-3 and so on										
Total Loan		288.81	138.09	0.00	0.00					
Equity		123.78	59.18	0.00	0.00					
Internal Resources										
Others										
Total		412.59	197.27	0.00	0.00					

(Petitioner)

Part-III
FORM-8
Calculation of Return on Equity at Normal Rate

Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

S. No	Particulars	As on 01-04-2024/ as on COD whichever is later	2024-25	2025-26	2026-27	2027-28	2028-29
1	2		3	4	5	6	7
	No. of Days in the year		0	365	365	366	365
	No. of days for which tariff claimed			17	365	366	365
1	Opening Normative Equity			1790.10	1,913.88	1,973.06	1,973.06
2	Less: Adjustment in Equity*						
3	Adjustment during the year						
4	Net Opening Equity (Normal)			1,790.10	1,913.88	1,973.06	1,973.06
5	Add: Increase in Equity due to addition during the year/period			0	59.18		
6	Less: Decrease due to de-capitalisation during the year						
7	Add: Increase due to discharges during the year/period			123.78	-		
8	Closing Normative Equity			1,913.88	1,973.06	1,973.06	1,973.06
9	Average Normative Equity			1,851.99	1,943.47	1,973.06	1,973.06
11	Rate of Return on Equity (Base Rate)			15%	15.00%	15.00%	15.00%
12	Reduced rate of 1% decided by commission under Regulation 30 (2) (if any)						
13	Effective tax rate / MAT rate for the respective years			25.17%	25.17%	25.17%	25.17%
14	Rate of Return on Equity (Pre Tax)			20.05%	20.05%	20.05%	20.05%
15	Return on Equity on project cost till Cutoff date (Pre Tax)			17.29	389.58	395.51	395.51

S. No.	Particulars	Existing 2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
1	2	3	4	5	6	7	8
1.1	Equity as on COD/ Admitted equity			1,790.10	1,913.88	1,973.06	1,973.06
1.2	Notional Equity for Add Cap			123.78	59.18		
1.3	Total Equity			1,913.88	1,973.06	1,973.06	1,973.06
1.4	Return on Equity			17.29	389.58	395.51	395.51
	Total			17.29	389.58	395.51	395.51

(Petitioner)

Part-III
FORM-9

Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

Particulars	Package1	Package2	Package3	Package4	Package5	Package6
1	2	3	4	5	6	7
Source of Loan1	India Grid Trust					
Currency2	INR					
Amount of Loan sanctioned	5000					
Amount of Gross Loan drawn upto COD	4135.66					
Interest Type6	Floating					
Fixed Interest Rate, if applicable	NA					
Base Rate, if Floating Interest	1 Yr MCLR (Axis Bank)					
Margin, if Floating Interest	3.50%					
Are there any Caps/Floor9	No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
If above is yes, specify caps/floor	NA					
Moratorium Period	NA					
Moratorium effective from	NA					
Repayment Period	70 Quarters					
Repayment effective from	01.07.2026					
Repayment Frequency12	Quarterly					
Repayment Instalment13,14 (Quarterly)	59.08					
Base Exchange Rate16	nA					
Are foreign currency loan hedged?	NA					
If above is yes, specify details17	NA					

(Petitioner)

Calculation of Weighted Average Rate of Interest on Actual Loans¹

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

(Amount in Rs. Lakh)

Particulars	Existing	2024-25	2025-26	2026-27	2027-28	2028-29
	2023-24					
1	2	3	4	5	6	7
Loan-1						
Gross loan - Opening			4135.66	4424.47	4562.56	4562.56
Cumulative repayments of Loans up to previous year			0	0.00	177.24	413.57
Net loan - Opening			4135.66	4424.47	4385.31	4148.99
Add: Drawl(s) during the Year			288.81	138.09	0	0
Less: Repayment (s) of Loans during the year			0.00	177.24	236.32	236.32
Net loan - Closing			4424.47	4385.31	4148.99	3912.67
Average Net Loan			4280.07	4405	4267	4031
Rate of Interest on Loan on annual basis			12.30%	12.30%	12.30%	12.30%
Interest on loan			526.45	541.80	524.86	495.79
Loan repayment effective from (date to be indicated)				01.07.2026		
Total Loan						
Gross loan - Opening			4135.66	4424	4562.56	4562.56
Cumulative repayments of Loans up to previous year			0	0	177	414
Net loan - Opening			4135.66	4424	4385.31	4148.99
Add: Drawl(s) during the Year			288.81	138.09	0	0
Less: Repayment (s) of Loans during the year			0.00	177	236	236
Net loan - Closing			4424.47	4385.31	4148.99	3912.67
Average Net Loan			4280.07	4404.89	4267.15	4030.83
Interest on loan			526.45	541.80	524.86	495.79
Weighted average Rate of Interest on Loans			12.30%	12.30%	12.30%	12.30%

(Petitioner)

Calculation of Interest on Normative Loan

PART-III FORM 9E

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

(Amount in Rs. Lakh)

		As on 01-04-2024 / as on COD					
S.		whichever is later					
No.	Particulars		2024-25	2025-26	2026-27	2027-28	2028-29
	No. of Days in the year		365	365	365	366	365
	No. of days for which tariff claimed			17	365	366	365
1	Gross Normative loan - Opening			4176.90	4,465.71	4,603.80	4,603.80
2	Cumulative repayment of Normative Loan upto previous year			0	12.13	285.51	563.06
3	Net normative loan - Opening			4,176.90	4,453.58	4,318.28	4,040.74
4	Addition in Normative loan towards the ACE			288.81	138.09	0	0
5	Adjustment of Normative Gross loan pertaining to the decapitalised asset.						
6	Normative Repayments of Normative Loan during the year			12.13	273.38	277.54	277.54
7	Adjustment of Cum. repayment pertaining to the decapitalised asset						
8	Net Normative loan - Closing			4,453.58	4,318.28	4,040.74	3,763.20
9	Average Normative Loan			4,315.24	4,385.93	4,179.51	3,901.97
10	Weighted average Rate of Interest of actual Loans			12.30%	12.30%	12.30%	12.30%
11	Interest on Normative loan			530.77	539.47	514.08	479.94
	Pro-rata Interest on normative loan			24.72	539.47	514.08	479.94

(Petitioner)

Calculation of Depreciation Rate on original project cost Name of the Transmission Asset:

Name of the Transmission Asset: Koppal-Narendra Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

2025-26 (Amount in Rs. Lakh)

S. No.	Name of the Assets1	Gross Block as on COD (15.03.2026)	Ad-Cap during the year	Gross Block at the end of the year	Average Gross Block	Depreciation Rates as per CERC's Depreciation Rate	Depreciation Amount
	1	2				Schedule2 3	4= Col.2 X Col.3
1	Land						
2	Building						
3	Substation	5,967.00	412.59	6,379.58	6,173.29	4.22%	12.13
4	Communication system	-	-	-	-		-
	TOTAL	5,967.00	412.59	6,379.58	6,173.29		12.13
	Weighted Average Rate of Depreciation (%)						0.20%

FY 2026-27

S. No.	Name of the Assets1	Gross Block as on 31.03.2026	Ad-Cap during the year	Gross Block at the end of the year	Average Gross Block	Depreciation Rates as per CERC's Depreciation Rate	Depreciation Amount
	1	2				Schedule2 3	4= Col.2 X Col.3
1	Land						
2	Building						
3	Substation	6,379.58	197.27	6,576.85	6,478.22	4.22%	273.38
4	Communication system	-	-	-	-		-
	TOTAL	6,379.58	197.27	6,576.85	6,478.22		273.38
	Weighted Average Rate of Depreciation (%)						4.22%

FY 2027-28

S. No.	Name of the Assets1	Gross Block as on 31.03.2027	Ad-Cap during the year	Gross Block at the end of the year	Average Gross Block	Depreciation Rates as per CERC's Depreciation Rate	Depreciation Amount
	1	2				Schedule2 3	4= Col.2 X Col.3
1	Land						
2	Building						
3	Substation	6,576.85		6,576.85	6,576.85	4.22%	277.54
4	Communication system	-	-	-	-		-
	TOTAL	6,576.85	-	6,576.85	6,576.85		277.54
	Weighted Average Rate of Depreciation (%)						4.22%

FY 2028-29

S. No.	Name of the Assets1	Gross Block as on 31.03.2028	Ad-Cap during the year	Gross Block at the end of the year	Average Gross Block	Depreciation Rates as per CERC's Depreciation Rate	Depreciation Amount
	1	2				Schedule2 3	4= Col.2 X Col.3
1	Land						
2	Building						
3	Substation	6,576.85		6,576.85	6,576.85	4.22%	277.54
4	Communication system	-	-	-	-		-
	TOTAL	6,576.85	-	6,576.85	6,576.85		277.54
	Weighted Average Rate of Depreciation (%)						4.22%

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

COD: 15.03.2026

(Amount in Rs. I

Statement of Depreciation							
S. No.	Particulars	As on 06.12.2025	2024-25	2025-26	2026-27	2027-28	2028-29
I	No. of Days in the year		365	365	365	366	365
II	No. of days for which tariff claimed			17	365	366	365
Life at the beginning of year							
1.1	Weighted Average useful Life of the Asset/ Project.	25.00		25.00	25.00	25.00	25.00
1.2	Lapsed weighted average useful life of the asset/ project (in Completed no. of Year).			0	0.05	1.05	2.05
1.3	Balance weighted average useful life of the asset/ project (in Completed no. of Years)			25.00	24.95	23.95	22.95
Capital Base							
1.4	Opening Capital Cost			5,967.00	6,379.58	6577	6577
1.5	Additional Capital Expenditure dr. the year			412.59	197.27		-
1.6	De-Capitalisation during the year			0	0	0	
1.7	Closing Capital Cost			6379.58	6576.85	6576.85	6576.85
1.8	Average Capital Cost			6173.29	6478.22	6576.85	6576.85
1.9	Freehold land included in 1.8			0	0		
1.1	Asset having NIL Salvage value included in 1.8				0		
1.11	Asset having 10% Salvage value included in 1.8			6,173.29	6,478.22	6,576.85	6,576.85
1.12	Depreciable value (1.10+ 90% of 1.11)			5,555.96	5,830.40	5,919.17	5,919.17
Depreciation for the period and Cum. Depreciation.							
1.13	Weighted Average Rate of depreciation			0.20%	4.22%	4.22%	4.22%
1.14	Depreciation (for the period)			12.13	273.38	277.54	277.54
1.15	Depreciation (annualised)			260.51	273.38	277.54	277.54
1.16	Cumulative depreciation at the beginning of the period			0	12.13	285.51	563.06
1.17	Less: Adj. of Cum. dep. pertaining to the de-capitalised asset.			0	0	0	0
1.18	Cumulative depreciation at the end of the period			12.13	285.51	563.06	840.60

(Petitioner)

Details of time over run

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

S. No.	Description of Activity/Works/Service	Original Schedule (As per Planning)		Actual Achieved (As per Actual)		Time Over-Run	Agency responsible and whether such time over run was beyond the control of the Transmission Licensee	Reasons for delay	Other Activity affected (Mention Sr. No of activity affected)
		Start Date	Completion Date	Start Date	Completion Date	Months			
1	Notification under Section 164 of EA,2003	Refernce to Petition Paragarphs							
	Award of Forest Proposal submission, Clearance & tree cutting								
2	order								
3	Land acquisition								
4	Award of tower supply & erection package								
	Tower Supply, Supply of Hardware&								
5	Accessories								
6	Supply of Conductor								
7	Supply of Insulators								
8	Tower Foundation & erection								
9	Stringing								
10. .	Testing & Commissioning								

(Petitioner)

Incidental Expenditure during Construction

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

(Amount in Rs. Lakh)

S. No.	Parameters	2025-26	2026-27	2027-28	2028-29	
		As on COD (15.03.2026) (1)				
A	Expenses:					
1	Professional Fees	180				
2	Advertisement					
3	Bid processing cost					
4	Communication/ Advertisement Expenses					
5	Power Charges					
6	Safety Expense					
7	Other Office and Administrative Expenses	95.00				
	Statutory/Regulatory					
8	Others (Please Specify Details)					
9	Other pre-Operating Expenses					
						
B	Total Expenses	275.00				
	Less: Income from Mutual Fund					
	Less: Income from guest house					
	Less: Income recovered from Contractors					
	Less: Interest on Deposits					
						
	Total	275.00				

(Petitioner)

PART-III FORM- 12B
Drawdown schedule Calculation of IDC & Financing Charges

Name of the Transmission Asset: Gadag Transmission Ltd. □
Project: Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th

Interest During Construction: Domestic Loan

S. N	Name of the Lender & Loan	Loan Type	Interest type b	Interest frequency c	Interest Due dates	Date of infusion	Loan Principal Amount	Rate of Interest	COD	No. of Interest Days	Interest up to COD	Adjustments if any	Capitalised IDC Up to COD	Interest on Cash basis) d	Un-Discharge IDC liability
	1	2	3	4	5	6	7	8	9	10=(9*6)	11=(7*8*10)	12	13=11-12	14	15=(13-14)
1	Loan 1	Project Specific	Fixed	Monthly		23.01.2025	30.00	9.50%	15.03.2026	412	3.22				
			Fixed	Monthly		23.01.2025	106.00	9.50%		412	11.37				
			Fixed	Monthly		27.01.2025	3229.41	9.50%		408	342.94				
			Fixed	Monthly		11.03.2025	395.00	9.50%		365	37.53				
			Fixed	Monthly		02.05.2025	209.20	9.50%		313	17.04				
			Fixed	Monthly		15.05.2025	23.50	9.50%		300	1.83				
						05.06.2025	22.00	9.50%		279	1.60				
						01.07.2025	30.00	9.50%		253	1.98				
						15.07.2025	4.00	9.50%		239	0.25				
						30.10.2025	14.01	9.50%		132	0.48				
						31.10.2025	6.53	9.50%		131	0.22				
						31.12.2025	40.00	9.50%		70	0.73				
						13.01.2026	26.00	9.50%		57	0.39				
	Total										419.56	8.865083	410.70		

Capitalised Finance Charges (Domestic Loan)

S. No	Name of the Finance Charge	Whether one time payment/periodical payment ?	Basis of payment	Date	Finance Charges paid/Payable	Capitalised FC	Liabilities	FC on Cash Basis
Total								

Details of Initial Spares

Name of the Transmission Asset: Gadag Transmission Ltd.□

Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

Claimed / Admitted COD			15.03.2026											Cut-off Date of the Asset:			
A) Determination of Excess initials spare and its adjustment from Capital cost																	
Particulars	Plant and machin ery cost as on cut-off	Initial Spare Capitalised as per Books of Account up to Cut-off Date					Ceiling limit as mention ed in Regulati ons 23	Entitled Initial Spare as per Regulati ons	Excess of capitalised Initial Spare to be reduced from Capital Cost	Adjustment of Excess Initial Spare from Capital cost of Plant and Machinery							
		As on COD (15.03.2026)	2026-27	2027-28	2028-29	Total as on Cut off				COD	ACE for Y1	ACE for Y2	ACE for Y3				
1	2	3	4	5	6	7	8	9	10=7-9 (Note 2)	11	12	13	14				
Transmission Line																	
Substation Green field																	
Substation Brown Field	4407.71	136.19	197.27			333.46	6%	264.46	69.00								
Series Compensation devices and HVDC Station																	
GIS/S- Green field																	
GIS/S-Brown field																	
Communication System																	
Static Synchronous Compensator																	
Initial spare as per Books of Account																	
Un-Discharge liabilities included above																	
Total Capitalized initial spare																	

B) Determination of Plant & Machinery Cost for ceiling of initial spare.												
Particulars	Gross Block of Asset as on COD	Less: Amount included in Col. B towards					Plant and machinery cost as on COD for Initial Spare purpose	Plant & Machinery Capitalised as ACE up to cut off date			plant and machinery cost as on cut-off Date for the purpose of initial spare	
		Land Cost	Cost of Civil Works	IEDC	IDC	Initial Spare		Year -1	Year-2	Year-3		
a	b	c	d	e	f	g	h=b-c-d-e-f-g	i	j	k	l=h+i+j+k	
Transmission Line												
Substation Green field												
Substation Brown Field	6576.85	49.59	1100.39	275.00	410.70	333.46	4407.71					4407.71

Details of Initial Spares

Name of the Transmission Asset: Gadag Transmission Ltd.□
Project:Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)

Series Compensation devices and HVDC Station											
Gas Insulated Substation-Green field											
Gas Insulated Substation-Brown field											
Communication System											
Static Synchronous Compensator											
Note: The Cost details for the year in which Cut-off date falls has to be provide only up to the cut-off date.											

(Petitioner)

PART-III FORM- 15

Summary of issue involved in the petition

1. Name of the Petitioner		Gadag Transmission Ltd.	
2. Petition Category		Tariff Determination	
3. Tariff Period		2024-29	
4. Name of the Project		Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6th)	
5. Investment Approval date			
6. SCOD of the Project			
7. Actual COD of the project		15.03.2026	
8. Whether entire scope is covered in the present petition.		Yes	
9. No. of Assets covered in instant petition			
10. No. of Assets having time over run			
11. Estimated Project Cost as per IA			
12. Is there any REC? if so, provide the date			
13. Revised Estimated Project Cost (if any)			
14. Completion cost for all the assets covered in the instant petition.		6576.85	
15. No. of Assets covered in instant petition and having cost overrun.			
16	Prayer in brief		
17	Key details and any Specific issue involved		
18	Respondents		
	Name of Respondents		
	1		4
	2		5
	3		

ANNEXURE-P/1

No.15/3/2018-Trans-Pt(5)
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi

Dated, the 28th October 2021

OFFICE ORDER

Subject: - Re-constitution of the “National Committee on Transmission” (NCT) - reg.

In super-session of this Ministry's Office Order No. 15/3/2017-Trans dated 04.11.2019, regarding constitution of the National Committee on Transmission (NCT) and subsequent amendment issued vide this Ministry's Office Order No. 15/3/2018-Trans Pt(5) dated 20.05.2021, the undersigned is directed to state that the composition and terms of reference of the existing NCT are amended as mentioned below:

1. Composition of NCT

1	Chairperson, Central Electricity Authority (CEA)	Chairman
2	Member(Power System), CEA	Member
3	Member(Economic & Commercial), CEA	Member
4	Joint Secretary level officer nominated by Secretary, MNRE	Member
5	Director(Trans), M/o Power, Govt. of India	Member
6	Chief Operating Officer, Central Transmission Utility	Member
7	CMD POSOCO	Member
8	Advisor(Energy) , NITI Aayog	Member
9	Two experts from Power Sector to be nominated by MoP*	Members
10	Chief Engineer (from Power System Wing), CEA	Member Secretary

* Will be nominated for a maximum period of two years from the date of their nomination.

2. Terms of Reference (ToR) of the NCT are as under:

- The NCT shall evaluate the functioning of the National Grid on a quarterly basis.
- The Central Transmission Utility (CTU), as mandated under the Electricity Act, 2003, is to carry out periodic assessment of transmission requirement under Inter-State Transmission System (ISTS). The CTU shall also make a comprehensive presentation before the NCT every quarter for ensuring development of an efficient, co-ordinated and economical ISTS for smooth flow of electricity. The CTU, in the process, may also take inputs from the markets to identify constraints and congestion in the transmission system.

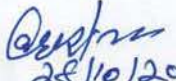

28/10/2021

- iii. The CTU after consulting Regional Power Committee(s) [RPC(s)] shall submit the proposal for expansion of ISTS to the NCT for their consideration. For proposal upto Rs. 500 crores, prior consultation with RPC would not be required.
 - iv. As per provision of Electricity (Planning, Development and Recovery of ISTS charges) Rules 2021, the CTU shall also prepare a five-year rolling plan for ISTS capacity addition every year. The Annual Plan shall be put up to the NCT six months in advance, e.g. The Annual Plan for FY 2023-24 will be put up before the NCT by 30th September 2022..
 - v. After considering the recommendations of the CTU and views of the RPCs, the NCT shall propose expansion of ISTS after assessing the trend of growth in demand and generation in various regions, constraints, if any, in the inter- State, inter- Region transfer of power, which are likely to arise in the near term/ medium term, so that transmission does not constrain the growth.
 - vi. The NCT shall formulate the packages for the proposed transmission schemes for their implementation.
 - vii. The NCT shall estimate the cost of transmission packages and may constitute a cost committee for this purpose.
 - viii. The NCT shall recommend to Ministry of Power (MoP) for implementation of the ISTS for projects with cost more than Rs 500 crore, along with their mode of implementation i.e. Tariff Based Competitive Bidding (TBCB) / Regulated Tariff Mechanism (RTM), as per the existing Tariff Policy. However, the NCT shall approve the ISTS costing between Rs 100 crore to Rs.500 crore or such limit as prescribed by MoP from time to time, along with their mode of implementation under intimation to MoP. The ISTS costing less than or equal to Rs. 100 crores, or such limit as prescribed by MoP from time to time, will be approved by the CTU along with their mode of implementation under intimation to the NCT and MoP. After approval of the ISTS by the NCT or the CTU (as the case may be), the TBCB project shall be allocated to Bid Process Coordinators through Gazette Notification, while the RTM project shall be allocated to CTU.
 - ix. The NCT shall allocate the task of carrying out survey amongst the CTU and Bid Process Coordinators by maintaining a roster.
3. The NCT meetings shall be held every quarter, and on monthly basis, if required.
 4. While making their recommendations,
 - i. the NCT shall keep in mind the relevant Act, Rules, Regulation, policies and guidelines such as but not limited to - Electricity Act 2003, National Electricity Policy, Tariff Policy, Electricity (Transmission System Planning, Development and Recovery of Inter-State Transmission Charges) Rules, 2021, Guidelines for Encouraging Competition in Development of Transmission Projects, Tariff based Competitive Bidding Guidelines for Transmission Service and any specific advice received from MoP.
 - ii. For enabling growth of Renewable Energy (RE) capacity, areas which have high solar/wind energy potential, as identified by Ministry of New and Renewable Energy

Q.12
28/10/2021.

(MNRE), need to be connected to ISTS, so that the RE capacity can come up there. This is a national mission as a part of our energy transition goal.

5. This issues with the approval of the Hon'ble Minister of Power and New & Renewable Energy.


28/10/2021
(Bihari Lal)

Under Secretary to the Govt. of India

Telefax: 23325242

Email: transdesk-mop@nic.in

To

1. All Members of NCT.
2. Secretary, Ministry of New & Renewable Energy, Govt. of India.
3. Chairperson, CEA, New Delhi.
4. Secretary, CERC
5. CMDs of all CPSUs under the Ministry of Power, Govt. of India.
6. Heads of all autonomous bodies under the Ministry of Power, Govt. of India.
7. Finance/ Budget Section, Ministry of Power.
8. Power/ Energy Secretaries of all States/UTs.
9. Chief Executives of all State Power Transmission Utilities.
10. CEO, NITI Aayog, New Delhi.

Copy to:

- i. PS to Hon'ble MoP/ PS to Hon'ble MoSP/Sr PPS/ PPS/ PS to Secretary(Power)/ AS&FA/ AS(SKGR)/ AS(VKD)/ all Joint Secretaries/ Economic Advisor/ Chief Engineer(Th)/ all Directors/ Dy. Secretaries, Ministry of Power.
- ii. Technical Director, NIC, M/o Power, for publishing this order on the website of M/o Power.


28/10/2021



सेंट्रल ट्रान्समिशन यूटिलिटी ऑफ इंडिया लिमिटेड

(पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड के स्वामित्व में)

(भारत सरकार का उद्यम)

CENTRAL TRANSMISSION UTILITY OF INDIA LTD.

(A wholly owned subsidiary of Power Grid Corporation of India Limited)

(A Government of India Enterprise)

Ref. No.: C/CTU/AI/00/16th CCTP

2nd January 2024

OFFICE MEMORANDUM

Sub: Inter-State Transmission Schemes (costing up to Rs.100 Cr.) to be taken up for implementation under Regulated Tariff Mechanism (RTM).

The undersigned is directed to inform that CTU has approved the implementation of the following ISTS costing less than or equal to Rs.100 Cr. in line with the MoP office order dated 28.10.2021 under the Regulated Tariff Mechanism (RTM) mode by the implementing agencies as indicated in the table below:

Sl. No.	Name of Transmission Scheme	Implementing Agency
North Eastern Region		
1.	North Eastern Region Expansion Scheme-XXI Part-A (NERES-XXI Part-A)	Power Grid Corporation of India Ltd.
2.	North Eastern Region Expansion Scheme-XXII (NERES-XXII)	Power Grid Corporation of India Ltd.
Western Region		
3.	Implementation of 400kV bay at Khavda-I PS (KPS1) for interconnection of RE project of Sarjan Realities Pvt. Ltd. (SRPL) (1150MW)	KPS1 Transmission Ltd. (a subsidiary of Mega Engineering & Infrastructures Ltd.)
4.	400kV line bay at 765/400kV Parli (New) S/s for RE Interconnection	POWERGRID Parli Transmission Ltd. (a subsidiary of Power Grid Corporation of India Ltd.)
5.	Implementation of 400kV line bay at 765/400/220kV Indore (PG) S/s in MP for RE Interconnection	Power Grid Corporation of India Ltd.
Northern Region		
6.	Reconductoring of 220 kV Hisar (PG) - Hisar (IA) D/c line	Power Grid Corporation of India Ltd.
Southern Region		
7.	Augmentation of transformation capacity at 400/220kV Koppal PS in Karnataka by 400/220kV, 1x500 MVA ICT (6 th)	Koppal Narendra Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.)
8.	Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 1x500 MVA, 400/220 kV ICT (6 th)	Gadag Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.)
9.	Scheme to bypass NGR to use Switchable Line Reactor as Bus Reactor for transmission lines implemented by WKTL under the scheme "Additional inter-Regional AC link for import into Southern Region i.e., Warora – Warangal and	Warora-Kurnool Transmission Ltd. (a subsidiary of Adani Energy Solutions Ltd.)

	Chilakaluripeta - Hyderabad - Kurnool 765kV link." – Part-A	
10.	Scheme to bypass NGR to use Switchable Line Reactor as Bus Reactor for transmission lines implemented by WKTL under the scheme "Additional inter-Regional AC link for import into Southern Region i.e., Warora – Warangal and Chilakaluripeta - Hyderabad - Kurnool 765kV link." – Part-B	Power Grid Corporation of India Ltd.

The detailed scope of works for the above transmission schemes is given at **Annexure-I**.

The above transmission schemes are awarded to the Implementing Agency for its implementation under RTM mode. The implementing agency shall enter into a concession agreement with CTU for the implementation of the above-mentioned transmission schemes through the Regulated Tariff Mechanism (RTM).

This issues with the approval of Competent Authority.



(Partha Sarathi Das)
Sr. General Manager

Encl: as stated.

To:

1. The Chairman & Managing Director Power Grid Corporation of India Ltd., Saudamini, Plot No. 2, Sector-29, Gurgaon- 122 001	2. POWERGRID Parli Transmission Ltd. (a subsidiary of Power Grid Corporation of India Ltd.) Saudamini, Plot No. 2, Sector-29, Gurgaon – 122009.
3. Shri J. Srinivas Kumar KPS1 Transmission Ltd. (a subsidiary of Megha Engineering & Infrastructures Ltd.) S-2, Technocrat Indl. Estate, Balanagar, Hyderabad – 500 037, Telangana. Email: Infor@meil.in ;	4. Shri Bhavesh Kundalia Warora-Kurnool Transmission Ltd. (a subsidiary of Adani Energy Solutions Ltd.) Adani Corporate House, Shantigram, S.G. Highway, Ahmedabad – 382 421, Gujarat, India.
5. Shri Amit Kumar Director Koppal Narendra Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.) Commercial Block 1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram, Haryana – 122009. Email: amit.kumar1@renewpower.in Mohit.jain@renewpower.in	6. Shri Amit Kumar Director Gadag Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.) Commercial Block 1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram, Haryana – 122009. Email: amit.kumar1@renewpower.in Mohit.jain@renewpower.in

Copy to:

1. Shri Ishan Sharan Chief Engineer & Member Secretary (NCT) Central Electricity Authority Sewa Bhawan, R. K. Puram, New Delhi-110 066.	2. Shri Om Kant Shukla Director (Trans) Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi 110 001
--	---

CC:

1. Director (Technical) Haryana Vidhyut Prasaran Nigam Ltd., Shakti Bhawan, Sector-6, Panchkula – 134 109, Haryana.	With the request to carry out necessary bay equipment upgradation works at 220kV Hisar(IA) end in the matching time frame of reconductoring of the Hisar(PG)- Hisar (IA) 220kV D/c line
--	---

Annexure-INorth Eastern Region**1. North Eastern Region Expansion Scheme-XXI Part-A (NERES-XXI Part-A)**

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Upgradation of Single Main & Transfer Bus to Double Bus arrangement with GIS at 132kV Khliehriat (POWERGRID) switching station along with upgradation of necessary Control, Protection, Communication, Automation & LT auxiliary system Note: 1 no. 132kV AIS line bay owned by MePTCL of Khlierihat (POWERGRID) – Khliehriat (MePTCL) line-2 is also included for upgradation in GIS under this scheme. The ownership of the new line bay would be with the implementation agency. The existing AIS line bay for the said line may be dismantled and handed over to MePTCL on as is where is basis and the implementing agency will coordinate with MePTCL for the same	-	24 months from the date of issuance of OM by CTUIL
Total Estimated Cost:			₹ 48 Crore

2. North Eastern Region Expansion Scheme-XXII (NERES-XXII)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Decommissioning of existing 420kV, 2x50MVAR bus reactors at Bongaigaon (POWERGRID) S/s	-	18 months from the date of issuance of OM by CTUIL
2.	Installation of a new 420kV, 1x125MVAR bus reactor at Bongaigaon (POWERGRID) S/s in one of the vacated bays after decommissioning of above mentioned 420kV, 2x50MVAR bus reactors. Note: The new 1x125MVAR bus reactor would be installed in one of the 400kV bays (1 st bay) vacated after decommissioning of existing 420kV, 2x50MVAR bus reactors at Bongaigaon (POWERGRID) S/s without any modification/ upgradation in the existing bus reactor bay equipment.	• Bus reactor: 420kV, 1x125MVAR – 1 no.	

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
3.	One of the existing 2x80MVA bus reactors (presently installed in parallel in same bay) may be installed at Bongaigaon (POWERGRID) S/s in other vacated bay after decommissioning of above mentioned 420kV, 2x50MVA bus reactors. <i>Note: One of the existing 2x80MVA bus reactor would be installed in other 400kV bay (2nd bay) vacated after decommissioning of existing 420kV, 2x50MVA bus reactors at Bongaigaon (POWERGRID) S/s without any modification/ upgradation in the existing bus reactor bay equipment.</i>		
Total Estimated Cost:			₹ 17.26 Crore

Western Region

3. Implementation of 400kV bay at Khavda-I PS (KPS1) for interconnection of RE project of Sarjan Realities Pvt. Ltd. (SRPL) (1150MW)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	400kV line bay at Khavda-I PS (KPS1) (GIS) for interconnection of RE project of Sarjan Realities Pvt. Ltd. (1150MW)	• 400 kV GIS line bay – 1no. + 1 no. additional bay for diameter completion at 2 nd 400 kV bus section (refer note a)	28.02.2026 (refer note b)
Total Estimated Cost:			₹ 31.8 Crore

Note:

- In view of GIS substation, one complete 400kV diameter with three Circuit Breakers (one and half switching scheme) shall be implemented at 400kV level for interconnection of RE project in one 400kV bay. Utilization of another 400kV bay of the diameter shall be identified in future.
- Implementing agency shall match the Implementation Timeframe of the subject transmission scheme with commissioning schedule of Khavda Phase-IV transmission system which is expected by 28.02.2026 (i.e., 24 months from the date of SPV transfer which is presently anticipated by Feb'24).

4. Implementation of 400kV line bay at 765/400kV Parli (New) S/s for interconnection of RE project:

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	400kV line bay at 765/400kV Parli(New) S/s for interconnection of RE Project	• 400kV line bay– 1 No.	31.12.2025
Total Estimated Cost:			₹ 18 Crore

5. Implementation of 400kV line bay at 765/400/220kV Indore (PG) S/s in MP for interconnection of RE project.

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	400kV line bay at 765/400/220kV Indore (PG) for Interconnection of RE project	400kV line bay – 1 No. (On bus section A with Indore & Khandwa lines)	30.06.2025
Total Estimated Cost:			₹ 9 Crore

Northern Region

6. Reconductoring of 220 kV Hisar (PG) - Hisar (IA) D/c line.

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Reconductoring of 220 kV Hisar (PG) - Hisar (IA) D/c line (Single Zebra) with HTLS conductor (with minimum 1050 Ampere/ckt requirement)	14km	18 months from the date of issuance of OM by CTUIL
2.	Bay equipment upgradation at 220kV Hisar (PG) end		
Total Estimated Cost:			₹ 30.72 Crore

Southern Region

7. Augmentation of transformation capacity at 400/220kV Koppal PS in Karnataka by 1x500 MVA, 400/220kV ICT (6th)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Augmentation of Transformation Capacity at 400/220 kV Koppal PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6 th)	• 500 MVA 400/220 kV ICT–1no. • 400 kV ICT bay – 1 no. • 220 kV ICT bay – 1 no.	18 months from the date of issuance of OM by CTUIL
Total Estimated Cost:			₹ 57.59 Crore

8. Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 1x500 MVA, 400/220kV ICT (6th)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Augmentation of Transformation Capacity at 400/220kV Gadag PS in Karnataka by 400/220kV, 1x500 MVA ICT (6th)	• 1x500 MVA, 400/220 kV ICT • 400kV ICT bay- 1 No. • 220kV ICT bay- 1 No.	18 months from the date of issue of OM by CTUIL
Total Estimated Cost:			₹ 57.59 Crore

9. Scheme to bypass NGR to use Switchable Line Reactor as Bus Reactor for transmission lines implemented by WKTL under the scheme “Additional inter-Regional AC link for import into Southern Region i.e., Warora – Warangal and Chilakaluripeta - Hyderabad - Kurnool 765kV link.” – Part-A

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Warangal (New) – Hyderabad 765 kV D/c line with 240 MVAR switchable line reactor at Warangal end of each circuit.	NGR bypass arrangement to use 240 MVAR SLR as bus reactors installed at Warangal end on each circuit of Warangal (New) – Hyderabad 765 kV D/c line	6 months from the date of issuance of OM by CTUIL
2.	Warora Pool – Warangal (New) 765 kV D/c line with 240 MVAR switchable line reactor at both ends of each circuit.	• NGR bypass arrangement to use 240 MVAR SLR as bus reactors installed at Warora and Warangal New ends on each circuit of Warora Pool – Warangal (New) 765 kV D/c line	
3.	Warangal (New) – Chilakaluripeta 765kV D/c line with 240 MVAR switchable line reactor at both ends of each circuit.	• NGR bypass arrangement to use 240 MVAR SLR as bus reactors installed at Warangal New and Chilakaluripeta ends on each circuit of Warangal (New) – Chilakaluripeta 765kV D/c line	
Total Estimated Cost:			₹ 2.08 Crore

10. Scheme to bypass NGR to use Switchable Line Reactor as Bus Reactor for transmission lines implemented by WKTL under the scheme “Additional inter-Regional AC link for import into Southern Region i.e., Warora – Warangal and Chilakaluripeta - Hyderabad - Kurnool 765kV link.” – Part-B

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Hyderabad – Kurnool 765 kV D/c line with 240 MVAR switchable line reactor at Kurnool end of each circuit.	NGR bypass arrangement to use 240 MVA_r SLR as bus reactors installed at Kurnool end on each circuit of Hyderabad – Kurnool 765 kV D/c line	6 months from the date of issuance of OM by CTUIL
Total Estimated Cost:			₹ 0.42 Crore

ANNEXURE-P/3 (COLLY.).



GADAG TRANSMISSION LIMITED

Notice Inviting Tender (NIT)

NIT No. GTL/RTM/Substation Bay Extn. Package/NIT/02 dtd 31.01.2024

For "Design, Engineering, Manufacturing, Testing, Supply including Mandatory Spares and Civil, Erection, Testing & commissioning for Bay Extension works at 400/220 kV Gadag Substation"

Gadag Transmission Limited invites bids for implementation of 1 no. 400 kV & 1 No. 220 kV Bays associated with augmentation of 400/220 kV ICT at Gadag Substation through single stage bidding process. Interested bidders may download the Bidding Documents available on our website <https://www.renew.com/gtl-substation-bay-extension-package-nit-02>.

The interested parties can submit their Bids as per details provided in the Bidding Document. The Important timelines in this regard are as follows:

Sr. No.	Name of Package	Last date of seeking clarification	Last date of bid submission
1	400/220 kV Bay Extension at Gadag Substation	15.02.2024	29.02.2024

All corrigenda, addenda, amendments, time extensions, etc. to the Bidding Document will be hosted on our website <https://www.renew.com/gtl-substation-bay-extension-package-nit-02>. Bidders should regularly visit our websites to keep themselves updated.

Gadag Transmission Limited
Email: saurabh.kumar@renew.com

Mob. +91 6263390446



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

GADAG TRANSMISSION LIMITED

Notice Inviting Tender (NIT)

NIT No. GTL/RTM/Transformer Package/NIT/01 dtd 23.01.2024

For “Design, Engineering, Manufacturing, Testing at Manufacturer’s work, Packing & Forwarding, Supply of Material/Equipment including Mandatory Spares and Transportation at site, including Transit Insurance and Supervision of Unloading, Handling, Erection, Testing & commissioning of 01 No X 500 MVA, 400/220/33 kV Auto Transformer along with all equipment’s, fittings, accessories at Gadag Substation”

Gadag Transmission Limited invites bids for Supply of 1X500 MVA, 400/220/33 kV Power Transformer through single stage bidding process. Interested bidders may download the Bidding Documents available on our website <https://www.renew.com/gtl-transformer-package-nit-01>.

The interested parties can submit their Bids as per details provided in the Bidding Document. The Important timelines in this regard are as follows:

Sr. No.	Name of Package	Last date of seeking clarification	Last date of bid submission
1	Supply of 1X500 MVA, 400/220/33 kV Power Transformer at Gadag Substation	05.02.2024	15.02.2024

All corrigenda, addenda, amendments, time extensions, etc. to the Bidding Document will be hosted on our website <https://www.renew.com/gtl-transformer-package-nit-01>. Bidders should regularly visit our websites to keep themselves updated.

Gadag Transmission Limited
Email: saurabh.kumar@renew.com

Mob. +91 6263390446



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

ANNEXURE-P/4 (COLLY.)TOSHIBA**TTDI/GTL/2024-25/34****April 26th, 2024**

To

M/s. Gadag Transmission Limited,

138, Ansal Chambers –II,

Bhikaji Cama Place, Delhi – 110066

Tel: +91 11 4677 2200;

Fax: +91 11 4111 2980;

Dear Sir,

Sub: LOA Acceptance for supply of 01No. X 500MVA 400/220/33kV 3-Ph Auto Transformer for Gadag Transmission Limited - Reg.**Ref:** 1. Your LOA Ref. LOA/GTL/RTM/TTDI/ICT-Supply/SS/2024-25 dated 19.04.2024.

- oOo -

We acknowledge with thanks the receipt of your Letter of Award for Supply of 01 no. x 500MVA 400/220/33kV, 3Ph Auto Transformer Gadag Transmission Limited.

We herewith submit our Signed LOA & GCC as our Acceptance of the Contract with understanding that the Financial closure of the project with the third party Financial Institutions will be completed before issuance of Manufacturing Clearance.

Thanking you and assuring you of our best attention and services at all times.

Yours faithfully,

**For M/s Toshiba Transmission & Distribution
Systems (India) Private Limited,**

Prasad M.V.V.

General Manager – Marketing & Sales

Encl: As per above.

Toshiba Transmission & Distribution Systems (India) Pvt. Ltd.

Rudraram, Patancheru Mandal, Sangareddy District, Telangana, Pin: 502329, India

Phone: +91-8455-692222, Fax: +91-8455-692245

Website: www.toshiba-ttdi.com

CIN: U40108TG2013PTC088501



Ref. no. LOA/GTL/RTM/TTDI/ICT-Supply/SS/2024-25

19th April 2024

To,

Toshiba Transmission & Distribution Systems Private Limited
Rudraram, Patancheru Mandal,
Sangareddy District,
Telangana- 502329

Kind Attn.: Mr. Rajib Nayan Chaudhary (Sr. General Manager- Marketing & Sales)

References:

- i). Letter of Award (LOA) Ref No. LOA/Gadag Ph-II/ICT Supply/SS/2022-23 dated 30th December 2023 for Gadag (Phase-II).
- ii). Your final offer vide e-mail dated 13.03.2024.

Subject: Letter of Award (LOA) for Design, Engineering, Manufacturing, Testing at Manufacturer's work, Packing & Forwarding, Supply of Material/Equipment and Transportation at site, including Transit Insurance, unloading at site, Handling and Supervision of Erection, Testing & commissioning of 01 Nos X 500 MVA,400/220/33 kV Auto Transformer at Gadag Substation for Gadag Transmission Limited under RTM Project.

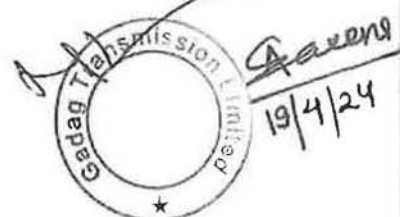
Dear Sir,

This is with reference to above mentioned correspondences regarding the subject requirement, we are pleased to release this Letter of Award (LOA) for Letter of Award (LOA) for Design, Engineering, Manufacturing, Testing at Manufacturer's work, Packing & Forwarding, Supply of Material/Equipment and Transportation at site, including Transit Insurance, Unloading at site, Handling and Supervision of Erection, Testing & Commissioning of 01 Nos X 500 MVA,400/220/33 kV Auto Transformer at Gadag Substation for Gadag Transmission Limited under RTM Project.

It may please be noted that any clause, conditions or terms of part thereof in Contractor's offer which is inconsistent with terms stated herein under shall be void and have no force and effect unless specifically approved or agreed by Purchaser/ Owner.

All the terms and conditions other than those listed in this Contract shall be as per our enquiry documents and subsequent correspondences exchanged as referred above together with enclosed all Annexures of this Contract. In case of any ambiguity in the documents, the later document shall prevail.

The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the LOA/Contract Price, which shall cover all its obligations under the LOA/Contract.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699

ReNew

1. SCOPE OF WORK

1. The scope of work for the package covers Design, Engineering, Manufacturing, Testing at Manufacturer's work, Packing & Forwarding, Supply of Material/Equipment and Transportation at site, including Transit Insurance, unloading at site, Handling and Supervision of Erection, Testing & commissioning of 01 Nos X 500 MVA, 400/220/33 kV Auto Transformer at Gadag Substation under Gadag Transmission Limited.
2. Supervision of Erection, Testing and Commissioning of the transformers as per agreed scope.
3. The 500 MVA Interconnecting Power Transformers shall be designed and supplied as per CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" and agreed technical closure.
4. All necessary machinery, equipment, tools & tackles, labor etc with skills and diligence shall be in Contractor's scope including lodging, boarding, mobilization, demobilization, To & Fro charges, local convenience and accommodation of contractor's staff.
5. Any other technical support required for successful integration of the supplied equipment with Purchaser's system.
6. Supply of O&M spares as per enclosed Annexure-I.
7. For Supervision of Erection, Testing & Commissioning - 30 man-days in 2 visits is included in Scope of supplier. Beyond that Rs. 20,000/Man-day shall be charged extra if delay in supervision is not attributable to Supplier.
8. Unloading & placement on plinth at site is in the scope of Supplier. Any special tools and tackles for same is included in the Contract Value.

2. Exclusions from Contractor's scope of Work

- Any Civil Works.

3. Effective Date:

"Effective Date" shall be the date of release of LOA.

4. Completion Period

- Scheduled Delivery at Site of 1 x 500 MVA, 400/220kV Interconnecting Power Transformers along with its fittings & accessories and Spares shall be 12 months from effective date.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699

ReNew

5. Contract Price:

1 x 500 MVA, 400/220kV Interconnecting Power Transformer Package Price Break-up:

Sr. No.	Description	Unit	Qty.	Toshiba	
				Unit Rate	Value
1	500MVA, 400/220/33KV 3-Ph Auto Transformer Excl. items in Sr. no. 2 & 3	No.	1	21,91,32,000	21,91,32,000
2	Insulating Oil	Lot	1	1,67,80,700	1,67,80,700
3	Digital RTCC Panel	No.	1	1,0,87,300	10,87,300
4	O&M Spares	Lot	1	52,76,600	52,76,600
5	F&I and unloading charges	Lot	1	38,50,000	38,50,000
6	Supervision of ETC (30-man days per unit)	No.	1	1,60,000	1,60,000
	Total Value				24,62,86,600
	GST @18%				4,43,31,588
	Gross Value				29,06,18,188

(*any incidental charges such as railway shutdown approval & applicable charges, any civil works, Bridge strengthening, closing of culverts etc., shall be paid at actuals by Purchaser)

- O&M Spares list is enclosed in Annexure-I.
- Total package price for Transformer part as per technical closure: **Indian Rupees 24,62,86,600/- (Rupees Twenty-Four Crore Sixty-Two Lakh Eighty-Six Thousand Six Hundred Only (Excluding GST, any taxes & duties))**
- Price basis for above mentioned Supervision of Erection, testing & Commissioning (ETC) for 500 MVA, 400/220/33 kV Power Transformer considered as:
 - Thirty (30) man days in 2 visits per unit.
 - Rs. 20,000/- per man-day chargeable extra beyond the above-mentioned no. of days for supervision of Erection, Testing & Commissioning.
 - To & Fro Charges, lodging, boarding, mobilization, demobilization, local conveyance and accommodation of contractor's staff are included in the above prices. No extra charges shall be paid to contractor.

6. Security:

- i. The Contractor shall provide the Securities specified below in favour of the Purchaser at the times, and in the amount, manner and form specified below.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699

Seen
19/4/24



ReNew

- ii. All the Bank Guarantee shall be submitted by the Contractor as per the jointly agreed format.
- iii. All Bank Guarantees shall have the provision of assignment per resolution between Purchaser & Contractor.
- iv. In case any extension is granted to the Contract, the validity of the BGs shall be extended accordingly.
- v. It is the responsibility of the contractor to ensure that BG remain valid at all times including but not limited to completion schedule. Purchaser shall issue BG extension request letter to the contractor 14 (fourteen) days before expiry of BG. In case, Contractor fails to extend the BG within 15 days before validity date, Purchaser shall send the same for encashment without any prior intimation to the contractor.
- vi. The parties agree that the bank guarantee shall be issued by the issuing Bank in favour of the Purchaser/Owner which shall be entitled to invoke the same in case of default by the Contractor of its obligations under the Contract.

7. Advance Payment Security

- i. **For Supply:** The Contractor shall submit an Advance Security (AS) against a Security for the Advance Payment made by the Purchaser in the form of an Advance Bank Guarantee (ABG) of equivalent value having validity 3 months beyond Successful completion of supplies, in favour of the Purchaser/Owner. The ABG shall be reduced quarterly basis against adjustments.

8. Payment Terms:

- 10% of contract value interest free advance within 15 days of submission of the followings:
 - 1. Receipt of original ABG (Advance Bank Guarantee) for equivalent amount (10% of contract value).
 - 2. Receipt of original CPBG (Contract Performance Bank Guarantee) for 10% of the Basic Value of LOA/PO along with invoice. CPBG shall be valid till completion of DLP period.
 - 3. Unconditional acceptance of LOA.
- 90% of contract value on pro-rata basis along with 100% of taxes & duties and 100% of Price Variation amount on Ex-works dispatch through irrevocable, divisible & confirmed L/C with a usance period of 60 days with interest to Supplier's Account and Franking Charges, L/C Negotiation charges to Purchaser, L/C shall be established 60 days before Final inspection Call of Transformer.
- The following documents shall be submitted for claiming the L/C payment
 - a. Original Tax Invoice
 - b. Packing List

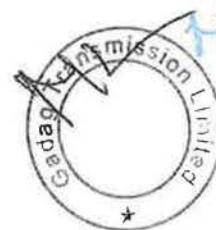


Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699

Approved
19/4/24



ReNew

- c. Copy of MDCC issued by M/s Renew Power.
- d. Lorry Receipt
- e. Warranty Certificate

- L/C should be valid to cover the contractual delivery plus one month thereafter, in-addition to the fifteen days' time for negotiations. L/C should permit part shipment and should be open to any bank in India.
- Payment against Type Testing & Supervision of Erection, Testing & commissioning should be credited within 30 days from the date of submission of respective bills.

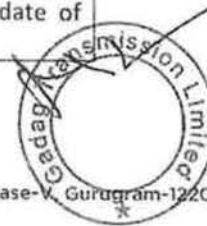
9. Price variation:

Prices are variable as per revised IEEMA price variation formula circular no: (IEEMA/PVC/PWR TRF up to 400kV/2021) Effective from 1st September 2021, without any negative price variation with base date 01-01-2024.

Basis of Price Variation calculation (PGCIL Formula & IEEMA Indices with Base date January 2024)

1) For Power Transformer (500 MVA, 400/220/33 kV 3 Phase):

$EC1 = EC0 [0.06 + 0.32 \times (C1/C0) + 0.27 \times (ES1/ES0) + 0.12 \times (IS1/ISO) + 0.04 \times (IM1/IMO) + 0.09 \times (TO1/TO0) + 0.10 \times (W1/W0)] - EC0$	
Where, EC1 is the price adjustment amount payable on ex-works prices of Transformer with Oil, shipment-wise.	
EC0 = Ex-works price of Transformer with Oil shipment-wise	
C0 = Price of CC copper rods	This price is as applicable for the month, ONE month prior to the date of tendering.
ES0 = Price of CRGO Electrical Steel Lamination	This price is as applicable for the month, ONE months prior to the date of tendering.
ISO = Average price of steel Plates 10 mm thick	This price is as applicable for the month, ONE months prior to the date of tendering.
IMO = Price of Insulating Materials	This price is as applicable for the month, ONE months prior to the date of tendering.
TO0 = Price of Transformer Oil	This price is as applicable for the month, ONE month prior to the date of tendering.
W0 = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100)	
This index number is as applicable for the month, THREE months prior to the date of tendering.	



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

ReNew

C = Price of CC copper rods This price is as applicable for the month, TWO months prior to the date of delivery.
ES = Price of CRGO Electrical Steel Lamination This price is as applicable for the month, TWO months prior to the date of delivery.
IS = Average price of Steel Plates 10 mm thick This price is as applicable for the month, TWO months prior to the date of delivery.
IM = Price of Insulating Materials This price is as applicable for the month, TWO months prior to the date of delivery.
TO = Price of Transformer Oil This price is as applicable for the month, ONE month prior to the date of delivery.
W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100) This index number is as applicable for the month, THREE months prior to the date of delivery.

Date of Tendering	Base Date			
01-Feb-24	01-Jan-24			
	C0	752484	Jan-24	Copper (in Rs/MT)
	ES0	554845	Jan-24	Electrical Steel (In Rs/MT)
	IS0	58232	Jan-24	Ferrous Metal (Base:2004-05=100)
	IM0	936.51	Jan-24	Insulating Material (In Rs/Kg)
	TO0	129166	Jan-24	Transformer Oil (In Rs/Kl)
	W0	139.1	Nov-23	Work Index (Base: 2016=100)

In case, if ReNew require insulating oil separately as per the site requirement, IEEMA formula for insulating oil shall be follows as per IEEMA Cir No. 168/DIV/TRF/05 dtd 20.07.2011 or any latest revisions published by IEEMA if any at the time of dispatch.

The date of delivery is the date on which transformer is notified as being ready for Inspection/ Ex-works dispatch date, whichever is later shall be applicable.

Price Variation (PV) calculation will be submitted by the Supplier along with final inspection call. The Purchaser shall approve PV Calculations within 7 days from the date of submission by the Supplier and subsequently the Purchaser shall amend LC including PV value within next 7 days. However, LC amendment shall be made before the start of final inspection.

10. Liquidated Damage:



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699

Signature
19/4/24



ReNew

Supplier shall undertake to pay the LD as below:

- **For delay in deliveries:** 0.5% per each week of delay or part thereof subject to a max. Of 5% of the Undelivered Order Value. LD shall be applicable only if delay is due to reasons solely attributable to Supplier. Payment of such liquidated damages by the Seller shall be in full and final satisfaction of Seller's liability for delay under the Contract and the Purchaser shall not be required to prove the actual losses of damage.
- **For performance:** In case the losses exceed the guaranteed values during testing, following penalties shall be applicable:

Sl. No	Differential of Specified Losses vs Measured Losses	Rate (INR/ KW)
1	No Load Losses	INR 10,00,000 / kW
2	I ² R Losses / Load Losses (Differential of whichever is higher shall be considered for penalty)	INR 8,00,000 / kW

The overall ceiling for LD on account of shortfall in performance parameters as mentioned above shall be restricted to maximum of 10% of the contract price (excl. F&I and GST).

11. Defect Liability Period:

- 60 months from the date of Commissioning or 66 months from the date of dispatch of Transformers, whichever is earlier.
- At the end of the Defect Liability Period, the Contractor's liability ceases except for "Latent Defects" are inherent defect in design, workmanship or material which have surfaced after the Defect Liability Period and which could not be found during normal checking and which may hinder or endanger the normal operation of equipment. Contractor will make good such defect which shall appear during Latent Defect Period in case such defect is noticed to Contractor within 30 (thirty) days after it shall be first noticed by the Purchaser/Owner.
- The provision of latent defects as above shall be applicable up to the end of 5 (Five) years period after the completion of Defect Liability Period.
- Any defective parts or component of supplies have been remedied by the Contractor either way of repair or replacement shall be further warranted by the Contractor for the period of 60 (Sixty) Months from the date of such correction effected and accepted by the Purchaser/Owner Representative provided that in no event shall warranty obligation go beyond 120 months from start of original warranty commencement date.

Agreed
19/4/24



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699

ReNew

12. Other Specific Terms:

- i. All the material/services shall comply with mutually agreed Technical documents (which is CEA specification of Transformers/ Reactors - "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)").
- ii. Verification of material received at site shall be done in presence of contractor and replenishment of any shortage & damaged materials shall be to the account of the Contractor without any cost implication to the Owner/Purchaser. Contractor will discuss the time implication with purchaser and mutually agree on no of days.
- iii. If the items/Equipment to be directly supplied by Contractor or to be supplied by Contractor through third parties under this project should have valid type test report. In case, fresh type test is required, the same shall be performed without affecting the scheduled completion period and without cost implication to the Purchaser.
- iv. Contractor confirmed that they have considered all the items & the quantities in their contract prices as per agreed scope and in line with requirements as per CEA specification and "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)".
- v. No claim certificate and Certificate for release of Final Payment: For releasing final payments, "No Claim certificate" on Rs. 100/- Stamp Paper and "Release & Certificate of Final payment" on Contractor's letter head needs to be submitted by the Contractor along with its final payment bills. Format of the same shall be provided by the Purchaser.

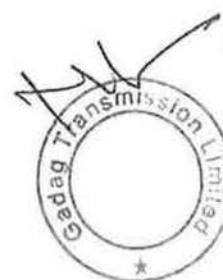
13. Transit Insurance

The prices are inclusive of Transit Insurance, the same shall be arranged by the Contractor. The Contractor shall be fully responsible for all loss/ damages etc. during loading, unloading, transit and the Purchaser will be fully indemnified against such loss/ damages.

13. Delivery and Work Completion Certificate:

The Contractor shall inform Purchaser in writing on delivery of materials at site as assigned in the LOA and requests for Delivery/completion of materials Completion Certificate. Delivery/completion at the Works/ Facilities. Completion Certificate shall be issued by Purchaser's Project Manager when the Works/ Facilities are completed fully to the satisfaction of Purchaser after taking into consideration of all Tests (if any) and pre-& post qualification and acceptance criteria.

Signature
19/4/24



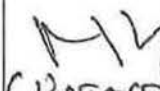
Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

ReNew

The LOA is issued to the Contractor in duplicate with a request to return the duplicate copy duly signed and stamped as a token of having accepted the LOA and agreed the terms and conditions mentioned above. If the acceptance or any comments are not received within 07 (Seven) days from the date of the LOA, the same shall be automatically deemed as accepted by the Contractor.

For, Gadag Transmission Limited  (KATASEWARC) Authorized Signatory	Accepted by For, Toshiba Transmission & Distribution Systems Private Limited Authorized Signatory
--	---

Saxena
19/4/24


Gadag Transmission Limited

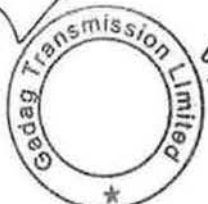
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
 Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699

ANNEXURE-I

Sr. No.	Item Description	Unit	Qty
a	Oil Cooler pump with motor	Sets	1
b	Cooler fan with motor	Nos.	1
c	Bucchoz relay complete with float and contacts	Sets	1
d	Local and Remote WTI with sensing device and contact (each type)	Sets	1
e	Magnetic oil guage	Nos.	1
f	Starters, contactors, switches & relays for electrical control panels (one set of each type)	Sets	1
g	Remote tap position indicator	Nos.	1
h	Oil flow indicator with flow switch	Sets	1
i	420kV bushing with metal parts & gaskets	Sets	1
j	245kV bushing with metal parts & gaskets	Sets	1
k	52kV bushing with metal parts & gaskets	Sets	1
l	36kV bushing with metal parts & gaskets	Sets	1

[Handwritten signature]

[Handwritten signature]
 19/4/24



Gadag Transmission Limited
 CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

These General Conditions of Contract ("GCC") govern your rights and obligations as a Supplier in addition to the terms and conditions under the contract entered into by the Supplier and the Purchaser ("Purchase Order"). The Purchase Order and the GCC are hereinafter collectively referred to as the "Contract". The Contract is for the supply of Products by the Supplier to the Purchaser in accordance with the terms and conditions of the Contract.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used but not otherwise defined in the Contract shall have the meanings assigned to them as below. Defined singular terms include plural and vice-versa.

"Advance Payment Guarantee" means duly executed, irrevocable, unconditional bank guarantee that is to be procured and maintained by the Supplier as security for the Advance Payment received by the Supplier from the Purchaser and to secure all other obligations of the Supplier under the Contract, in the form as set out by the Purchaser.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with such Person;

"Applicable Law(s)" means any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Government Authority, in any applicable jurisdiction, as may be in force and effect as on the date of the Contract and mandatorily applicable to the Parties;

"Approvals" 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 relating to the supply or to the performance by Supplier of any obligations under this Contract.

"Business Day" means any day which is not a Saturday or a Sunday or a day on which banks are open for business in India;



"Change in Law" means the occurrence of any of the following subsequent to the date of the Contract:

- (a) the enactment, adoption, promulgation, modification or repeal of any Applicable Law;
- (b) the imposition of any material condition on the issuance or renewal of any Government Approval;
- (c) a change in any legislative, judicial, executive or governmental codes of conduct, guidelines, policies or regulations; or
- (d) any new or additional Taxes levied with retrospective effect but not stipulated in this Purchase Order.

"Confidential Information" shall have the meaning ascribed to it in Clause 20 of the Contract.

"Control" means, with respect to any Person, the ability to direct the management or policies of such Person, directly or indirectly, whether through the purchaser of shares or other securities, by contract or otherwise, provided that in all events, the direct or indirect purchase of fifty percent (50%) or more of the voting share capital of a Person shall be deemed to constitute Control of that Person (the expressions "Controlling" and "Controlled" shall have the corresponding meanings);

"Claims" means claim, proceedings, arising from judgments, cause of action, action, demand, damages, liabilities, investigation or suit, at law or in equity, in each case, brought against either Party (including by any third party) in relation to this Contract and the obligations of the Parties hereunder.

"Claim Notice" shall have the meaning ascribed to it in Clause 14.3.4.

"Delivery /Delivered" means the delivery of the Equipment and/or a Shipment by the Supplier.

"Delivery Point" shall mean "ship to" as mentioned in purchase order or otherwise confirmed by Purchaser.

"Delivery Schedule" means Supplier's delivery schedule for Supply of the Equipment at the Site, forming part of the Purchaser's Requirements as set out in the Purchase Order.

"Due Date" shall mean the date on which the Delivery is due in accordance with the Contract / Purchase Order.

"Defaulting Party" shall have the meaning ascribed to it in clause 19.



"Defects" shall mean in relation to any supplies, a condition existing (including any latent defects) in any item or a component of any item of the supplies:

- (i) arising from any cause which would hinder or prevent that item from performing the intended functions in accordance with this Contract or its usual function; or
- (ii) arising from a fault or deficiency in design, material or workmanship or any material deviation from the requirements of this Contract; or
- (iii) any other defect which arises in any Equipment/Product (or part thereof) due to the quality of materials used by the manufacturer of the Equipment/Product or transport of Equipment/Product upto the Site,

and the term 'defective' and other grammatical variations shall be construed accordingly.

"Defect Notice" shall have the meaning ascribed to it in clause 4.2.

"Suppliers Documents" means all calculations, drawings, manuals, warranty certificates models and other documents of a technical nature supplied by Equipment Supplier under the Contract as described in Clause 23 (*Equipment Supplier's Documents*), or as required in line with Technical Specifications and BOQ of the Purchase Order

"Force Majeure Event" shall mean any event or circumstance or combination of events that wholly or partly prevents, materially adversely affects or unavoidably delays the performance of obligations by either Party ("Affected Party"), 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 Technical specification and product standard

Force Majeure circumstances and events shall include the following events to the extent, that they or their consequences satisfy the above requirements.

- (a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado, if and only if it is declared/notified by the competent state/central authority/agency (as applicable);
- (b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, epidemics, lockdown, strikes on a state and nationwide level, if and only if it is declared/notified by the competent state/central authority/agency (as applicable);



- (c) radioactive contamination or ionising radiation originating from a source in India or resulting from another 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 Project by the Affected Party or those employed or engaged by the Affected Party; or
- (d) an event of Force Majeure identified under the power sale agreement executed between the relevant buying utility, which affects the delivery of power from the Project to the buying utility.

However, Force Majeure Event shall not include:

- (i) any event or circumstance which is within the reasonable control of the Affected Party including, but not limited to:
 - a) failure to protect the Site against effects of lightning; and
 - b) failure to take steps to prevent water stagnation at the Site.
- (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 Equipment;
 - b) Delay in the performance of any Sub-supplier or their agents;
 - c) Strikes at the facilities of the Affected Party;
 - d) Insufficiency of finances or funds or the agreement becoming onerous to perform;
 - e) Non-performance caused by, or, connected with the Affected Party's negligent or intentional acts, errors or omissions, failure to comply with Applicable Laws, or breach of, or default under this Contract; and
 - f) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment.

"Government Approval" means any and all authorizations, consents, grants, approvals, licenses, leases, permits, exemptions, concessions, filings, clearances, variances, orders, publications, notices, declarations or regulations, issued by any Government Authority in connection with the performance of obligations under the Contract by the Purchaser and the Supplier;

"Government Authority" means the Government of India, any central, state, local, regional, territorial or municipal government or quasi government, ministry, governmental department, government authority, commission, board, bureau, agency, instrumentality, executive, legislative, judicial, regulatory or administrative body or any other state utility of the Republic of India, which is authorised to make laws, rules or regulations or pass directions having or purporting to have jurisdiction in the Republic of



India or any state or other subdivision thereof or any municipality, district or other subdivision thereof and any authority exercising powers conferred by law, having or purporting to have jurisdiction over the Project, or any portion thereof and performance of the obligations and exercise of rights of the Parties in accordance with the Contract, or any matter arising from or in connection with the Contract;

"Intellectual Property Rights" includes any patent, copyright, database rights, software embedded in the Equipment or standalone software, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registerable or not and wherever existing in the world, including all applications, renewals, extensions and revivals of, and all rights to apply for, any of the foregoing and any other intellectual and industrial property rights subsisting or recognized under Indian law or any other applicable jurisdiction;

"Purchase order/Letter of Award" or **"Letter of Intent"** shall mean the official notice issued by the Purchaser notifying the Supplier that his offer has been accepted. Such a Letter of Award / Letter of Intent may be in the form of Letter or Fax or E-Mail.

"Losses" means all losses (excluding consequential losses, indirect losses, losses of profit and loss of revenue & valid only, if losses are within permissible limit else supplier has to bear penalty for losses) liabilities, damages, fines, interest, awards, penalties, costs (including, reasonable legal costs, lawyers' and arbitrator's fees), charges and expenses, any monetary loss whatsoever; bodily injury, sickness or death of any person, and the loss of or physical damage to the property of any Person.

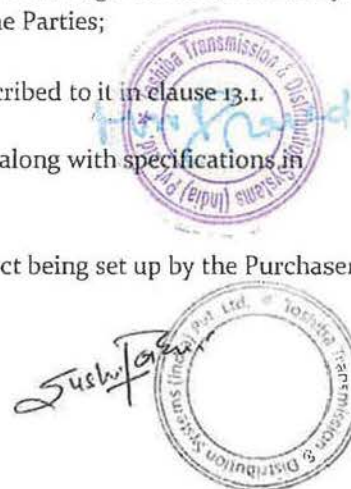
"Liquidated Damages" shall have meaning ascribed to its relevant clause in SCC; & in clause 6.

"Person" means any individual, sole proprietorship, Hindu undivided family, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, limited liability company, joint venture, government authority or trust or any other Entity or organization and includes the Parties;

"Proposed Variation Notice" shall have the meaning ascribed to it in clause 13.1.

"Products/Equipment" shall mean items fully described along with specifications in Purchase Order.

"Project" shall mean the [--] MW renewable energy project being set up by the Purchaser at the project Site.



"Purchaser's Requirements" means, collectively, the document titled Purchaser's Requirements as attached to the Purchase Order and as provided in Schedule [---] (Purchaser's Requirements), which specifies the purpose, scope, and/or design and/or other technical criteria/specification for the Equipment as agreed between the Parties, and any additions and modifications to such requirements in accordance with the Contract and includes the Delivery Schedule as agreed between the Parties.

"Employer/Purchaser" means the company incorporated under the Companies Act, 1956, which shall include its legal successors in title and permitted assignees as well as its Authorised Officers / Representatives and shall award the Contract.

"Site" shall mean and include the land and other places on, into or through which the works envisaged under the Contract and the related Supply are to be carried out and any adjacent land, path, street which may be allocated or used by the Purchaser or the Supplier in the performance of the Contract.

"Site Conditions" means the site conditions in relation to the Site including:

- (a) the general and local environmental conditions, meteorological conditions, seismic activity and climatic conditions;
- (b) availability and quality of all necessary utilities;
- (c) availability and condition of roads including Access Roads;
- (d) availability of labour and resources;
- (e) physical conditions where the Supply is to be made, and the Equipment are to be used; and



- (f) topography and ground surface conditions, subsurface geology and conditions, nature and quantity of surface and subsurface materials to be encountered, location of underground utilities and the condition of existing structures.

"Supply" means the performance by the Supplier of its obligations under the Contract by supplying the Equipment to Purchaser in the accordance with the Contract as contracted for by the Purchaser under the Contract and the term Supplied shall be construed accordingly;

"Supplier" means the successful bidder to whom "Purchaser" shall place Purchase Order for supply of "Products"/"Goods"/"Spares" and shall mean the company incorporated under Companies Act, 1956 which shall include its legal successors in title and permitted assignees; or the proprietor Purchasing in the name of a Firm; or a partnership firm registered under the Indian Partnership Act 1932, represented by the specified partners or through its specified managing partner.

"Supplier Proposed Variation Notice" shall have the meaning ascribed to it in clause 13.4.

"Latent Defect" means any defect in the Equipment which is not evident to Purchaser upon a visual inspection of the Equipment.

"Taxes" means any fees, taxes, duty, levies, interest, penalties or other sum levied pursuant to any Applicable Law by any Governmental Authority, including but not limited to GST, import duties, imposts, deductions, charges, withholdings and duties (not including stamp duty and registration charges);

"Term" shall commence on the execution of the Contract and shall continue until the Supply, Warranty Period and payment obligations of the Parties under the Contract are fulfilled or terminated in accordance with the Contract;

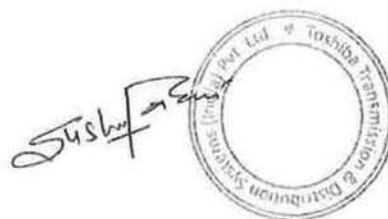
"Technical Specifications" shall mean the detailed technical specifications of the Equipment and provided in the Purchase Order;

"TPIA" means the Third-Party Inspection Agency (TPIA) appointed and/ or authorized/ approved by Purchaser for carrying out inspection of executed Purchase Order

"Warranty Period" for purpose of this Contract shall have the meaning ascribed to it in the Purchase Order.

1.2 Interpretation

Page # 7



- 1.2.1 The table of contents and headings in this Contract are inserted for convenience only and shall not affect its interpretation or construction.
- 1.2.2 Unless the context otherwise requires, words denoting the singular shall include the plural or vice versa, references to any gender shall include all other genders and references to "persons" shall include any individual, sole proprietorship, unincorporated association, body corporate, company, partnership, Governmental Authority, trust or any other entity or organization. References to the word "include" or "including" are to be construed without limitation.
- 1.2.3 any references to a "company" shall include a body corporate;
- 1.2.4 any reference to a document "in the agreed form" is to the form of the relevant document agreed between the Parties and for the purpose of identification initialed by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of the Parties);
- 1.2.5 references to this Contract or any other document shall be construed as references to this Contract or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.6 the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- 1.2.7 headings to Clauses and Schedules are for convenience only and do not affect the interpretation of this Contract;
- 1.2.8 "in writing" includes any communication made by letter or fax or email;
- 1.2.9 unless otherwise specified, any reference to a time of day is to the Indian Standard Time;

2 PURCHASER

2.1 Right of Access of Site

- 2.1.1 Upon the effective date of the Purchase Order, Purchaser shall give Supplier right of access to the portion of the Site necessary for Supplier to Supply the Equipment to the Site in accordance with the requirements of the Contract. However, Purchaser may withhold any such right or possession until the Advance Payment Guarantee, if applicable has been received. Equipment Supplier acknowledges and agrees that such right and possession of the Site may not be exclusive to Supplier and will be subject to the terms of any relevant Approvals and terms and conditions of any lease deeds/right of way contracts executed by Purchaser.

If Supplier suffers delay as a result of failure by the Purchaser or Purchaser's Personnel to fulfil the obligations of the Purchaser under this Contract (but if and only to the extent that such failure was not caused by reasons attributable to the Supplier or its Affiliates, or was caused due to a Force Majeure Event in which case provisions of Clause 10 (*Force Majeure*) shall apply), Supplier shall give notice to Purchaser's Representative and shall be entitled subject to provisions of this Contract:



- (a) a reasonable extension but not less than day for day extension of time for any such delay to Delivery Date (if required), if Supply is or will be delayed, under; and

After receiving this notice, Purchaser shall proceed in accordance with Clause 13 (*Variations and Adjustments*) to determine, or agree or determine, these matters.

2.2 Permits, Licences or Approvals

2.2.1 In relation to the Suppliers scope of work as contemplated under this Contract, the Supplier shall ensure the following

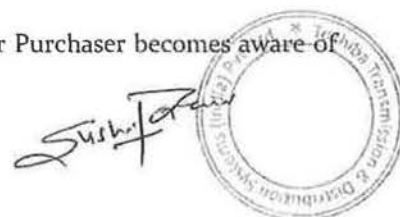
- (a) Supplier must acquire and maintain all Approvals which are necessary for the performance of its obligations under this Contract at its cost
- (b) Supplier must assist Purchaser in obtaining any Approvals or permission which Purchaser is obliged to obtain in relation to performance of its obligations under this Contract, which assistance shall be provided at Supplier's cost.
- (c) All Approvals obtained by Supplier in accordance with Sub-Clause 2.2.1(a) must, to the extent necessary and permitted by Applicable Laws, be transferred to Purchaser at Supplier's cost.
- (d) Purchaser shall have obtained (or shall obtain), with the assistance of the Supplier (wherever required, such Approvals which are necessary for commencement of the Supply of Equipment by the under this Contract.
- (e) Parties to reasonably cooperate with each other in all matters required for the successful completion of the Supplies in accordance with this Contract; including signing all the documents prepared by the Supplier and providing all information in a timely manner in order to obtain the Approvals required for the Project, including attending meetings with Governmental Authorities, where necessary and requested by the other Party.

2.3 Purchaser Personnel

2.3.1 Purchaser shall be responsible for ensuring that Purchaser's Personnel and purchaser's other contractors on the Site co-operate with Supplier's efforts under Clause 3.13 (Co-ordination) and take actions similar to those which the Supplier is required to take for safety and protection of the environment under the terms of this Contract.

2.4 Purchaser's Claims

- 2.4.1 If Purchaser considers itself to be entitled to any payment under any Clause of this Contract otherwise in connection with the Contract, then it shall give notice and particulars to Supplier.
- 2.4.2 The notice shall be given as soon as practicable after Purchaser becomes aware of



the event or circumstances giving rise to the claim but in any event not later than 10 (ten) days after Purchaser becomes aware of the event or circumstances giving rise to the claim.

2.4.3 The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount to which Purchaser considers itself to be entitled in connection with the Contract. Purchaser shall then proceed in accordance with Clause 2.7 (Determinations) to agree or determine the amount (if any) which Purchaser is entitled to be paid by Equipment Supplier.

2.4.4 Unless such determination has been challenged by the Supplier in accordance with Clause 2.7 (Determinations), Purchaser may deduct this amount from any moneys due, or to become due, to Supplier. Purchaser shall only be entitled to set off against or make any deduction from an amount due to Supplier, or to otherwise claim against Supplier, in accordance with this Clause 2.4.

2.5 Purchaser's Administration

2.5.1 Purchaser's Representative

- (a) Purchaser may appoint a Purchaser's Representative to act on his behalf under the Contract. In such event, Purchaser shall give notice to Supplier of the name, address, duties and authority of the Purchaser's Representative.
- (b) Purchaser's Representative shall carry out the duties assigned to him, and shall exercise the authority delegated to him, by Purchaser. Unless and until Purchaser notifies Supplier otherwise, Purchaser's Representative shall be deemed to have the full authority of Purchaser under the Contract, except in respect of Clause 13 (Variations and Adjustments) and Clause 19.3 (Termination by Purchaser).
- (c) If Purchaser wishes to replace any person appointed as Purchaser's Representative, Purchaser shall give Supplier not less than 5 (five) days' notice of the replacement's name, address, duties and authority, and of the date of appointment.
- (d) Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Purchaser's Representative, within the scope of contract, shall have the same effect as though the act had been an act of Purchaser within the contract. However, save as otherwise provided under this Contract, no approval, expression of satisfaction, comment, review, test, inspection, payment or certificate made or given (or any failure to make or give the

same) by Purchaser's Representative, shall relieve Supplier of any of its



obligations, risks or liabilities.

2.5.2 Independent Consultant

Purchaser shall be entitled to appoint any reputed third party consultant as the design and engineering consultant ("Independent Consultant") to supervise the inspection of the Equipment at the Site.

2.6 Instructions

- 2.6.1 Purchaser may, from time to time, issue to Supplier written instructions which may be necessary for Supplier to perform its obligations under the Contract, provided that such instructions are not in addition to the obligations undertaken by the Supplier under this Contract. Each instruction shall state the obligations to which it relates and the Sub-Clause (or other term of the Contract) in which the obligations are specified. If Supplier is of the view that such instruction constitutes a Variation, Equipment Supplier shall give written notice to Purchaser and the provisions of Clause 13 (Variations and Adjustments) shall apply.
- 2.6.2 Supplier shall take instructions from Purchaser or from Purchaser's Representative, subject to limitations specified in this Contract.

2.7 Determinations

- 2.7.1 Whenever this Contract provides that Purchaser shall proceed in accordance with this Clause 2.7 (*Determinations*) to agree or determine any matter, Purchaser shall consult with Supplier in an endeavour to reach agreement. If an agreement is not achieved, Purchaser shall make fair determination in accordance with the Contract, taking due regard of all relevant circumstances.
- 2.7.2 Without prejudice to the generality of the previous paragraph, if Purchaser is required to make a fair determination of any adjustment of the Contract Price under this Clause 2.7, the increase or decrease to the Contract Price shall be valued at such value as Purchaser shall fix, in his opinion, as appropriate, and Purchaser shall notify Supplier accordingly.
- 2.7.3 Purchaser shall give notice to Supplier of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination, unless Supplier gives notice, to Purchaser, of its dissatisfaction with a determination within 7 (seven) days following receipt of the same. Either Party may then refer the dispute for resolution in accordance with Clause 22.1 (*Dispute Resolution*).

2.8 Rights of the Purchaser



- 2.8.1 The Purchaser reserves the right to cancel or amend the Purchase Order or any part thereof for the following reasons of 'Irregularities in the supplies of 'Products', 'Rejections' and 'Escalations in the prices'.
- 2.8.1 The Purchaser's decision in consultation with Supplier shall be final in dispute arising out of Purchase Order. Money due to the Purchaser, either as damages or under any other Purchase Orders may be adjusted when setting payment against this Purchase Order.

3 SUPPLY OF PRODUCTS/EQUIPMENTS & BASIS

3.1 Equipment Suppliers General Obligations

- (a) Supplier shall Supply to Purchaser, at the Site, Equipment as per Purchaser's Requirements and in accordance with the Delivery Schedule and shall remedy any Defects, in each case in accordance with the terms of this Contract, Applicable Laws, Site Conditions as provided in Technical Specification/RFQ , Technical Specifications and BOQ of the Purchase Order
- (b) The particulars of the Products to be supplied and delivered under the Contract are specified in Purchase Order. The Supplier's obligations include procurement, manufacturing, quality assurance, packaging, supply and delivery of the Products in accordance with the terms and conditions of the Contract, specifications and final CAT-I drawings However, supplier shall accommodate any minor changes, which may arise during execution, without any time implication & cost, if any, shall be mutually discussed.
- (c) Supplier shall be responsible for the adequacy, stability and safety of all Supply operations including transportation to and unloading at the Site. Supplier shall, whenever required by Purchaser, submit details of the arrangements and methods which Supplier proposes to adopt for the execution of its Supply obligations under this Contract. No significant alteration to these arrangements and methods shall be made without this having previously been notified to Purchaser.
- (d) The Supplier shall, during the term of the Contract, supply the Products and perform such other function, as may be required to fulfil its obligations under the Contract.
- 3.2 The Supplier will, unless specifically excluded in the Contract, also supply all such items and materials including minor accessories, replacements and spares not specifically mentioned in the Contract, but which are needed for the normal operation and functionality of the Products in accordance with the Technical Specification and BOQ of the Purchase Order



3.3 Subject to the terms of the Contract, the scope of the Supplier under the Contract shall be as follows:

- (i) supply the products specified in the Purchase Order, in accordance with the technical specifications as specified under the Purchase Order, Technical Specification and BOQ of the Purchase Order, Applicable Laws and as per the supply schedule specified in the Purchase Order;
- (ii) deliver the Products at the Delivery Point (as defined below) as specified in the Purchase Order;
- (iii) provide replacements and spares in relation to the Products, if required;
- (iv) carry out its warranty obligations under the Contract.

3.4 The Supplier represents and warrants that the Products supplied shall be new, unused, undamaged, in conformity with specifications provided by the Purchaser, free from all Defects (design, materials, workmanship, latent or otherwise), fit for purpose intended, in compliance with Technical Specification and BOQ of the Purchase Order. Furthermore, the Products supplied by the Supplier shall have clear and marketable title and shall be free and clear from all encumbrances and claims.

3.5 The Supplier agrees that the spares to be provided by under the Contract shall at all times be in accordance with specifications and BOQ of the Purchase, the terms of the Contract shall be 'fit for the purpose'.

3.6 The Supplier undertakes, that prior to the Delivery of the Equipment to the Purchaser, the Supplier shall do the self-inspection prior to offering the equipment to purchase for inspection by the Purchaser, to ensure that the Equipment to be supplied to the Purchaser is as per the Technical Specifications and there are no Defects in the Equipment to be supplied to the Purchaser. Supplier shall indemnify and hold the Purchaser harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Equipment (other than resulting from Force Majeure). The Supplier further undertakes, that in any event prior to the Delivery of the Equipment, if the Supplier discovers that the Equipment is not as per the Technical Specifications, it shall promptly notify the Purchaser.

3.7 The Supplier shall ensure that the Equipment is designed, manufactured, factory tested (accompanied with test certificates), packed and transported with seaworthy/roadworthy packing to avoid any kind of damages, bending or breaking during the transit to the Delivery Point. Supplier shall use its best judgment to find and use safe and reliable carriers to transport the Equipment up to the Site/Point of Delivery in accordance with the Delivery Schedule. The Equipment Supplier shall be responsible for the payment of all loading, unloading and transportation costs for the Equipment till the Site/ Point of Delivery.



3.8 Supplier's Representatives

- 3.8.1 Supplier shall appoint an Supplier's Representative as per the terms of this Clause to manage and supervise the Supply of the Equipment, to ensure that all applicable health and safety requirements are met during the Supply of the Equipment and to act as primary liaison with the Purchaser. The Supplier's Representative, shall have all authority (unless otherwise specified) necessary to act on Equipment Supplier's behalf under the Contract and any qualifications required by Applicable Laws.
- 3.8.2 Supplier's Representatives shall be those persons listed separately and provided to the Purchaser, prior to commencement of Supply. Supplier shall not, without the prior consent of Purchaser, revoke the appointment of, or appoint a replacement for, any Supplier's Representative who otherwise remains employed by Supplier or any of its Affiliates. If replacement of any Supplier's Representative becomes necessary due to circumstances beyond Supplier's reasonable control including termination of such Supplier's Representative employment, Supplier shall promptly replace the person giving a minimum of 10 (ten) days' advance notice to the Purchaser containing the names and particulars of the proposed replacement who shall be of equal or greater qualifications. During the 10 (ten) days period of overlap, the Supplier shall ensure that proper handover happens between the out-going Supplier's Representative and the in-coming Supplier's Representative.
- 3.8.3 The Supplier's Representatives shall have the authority, on behalf of Equipment Supplier, to receive instructions under Clause 2.6 (Instructions).
- 3.8.4 Supplier's Representatives may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until Purchaser has received prior notice signed by Supplier's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

3.9 Additional Obligations of the Supplier

The Equipment Supplier shall fulfil the following additional obligations:

3.9.1 Mandatory Spares

- (i) All Mandatory Spares shall be delivered by the Delivery Date for completion of delivery of the Mandatory Spares so as to conform with the Project Schedule, but in no case later than 10 (ten) days prior to completion, and the Mandatory Spares must be supplied in accordance with the terms of this Contract.



- (ii) Without prejudice to the generality of its obligations under Sub Clause (i) above, the Supplier warrants to the Purchaser with respect to the provision of Mandatory Spares that such Mandatory Spares shall have the same Warranties as specified in Clause 3.11 (Warranties) below and in case of any deficiencies in performance, the Equipment Supplier shall be responsible to repair or replace the same at its own cost as per the provision of Clause 4 (Technical Specifications and Conformity of Equipment); provided however that the Equipment Supplier does not "design" the spare parts, and, therefore, this Clause 3.9.1 or Clause 4 (Technical Specifications and Conformity of Equipment) does not constitute any obligation on the Equipment Supplier with respect to the design of spare parts including Mandatory Spares. Spares shortage to be checked jointly at site before issuance of MRN

3.10 Sub-suppliers

Supplier shall not subcontract the whole of its obligations under this Contract, in accordance with the terms of this Contract but may award part of the Supply of Equipment to be carried out under this Contract to one or more Sub-suppliers or vendors.

Supplier shall be responsible for the proper performance by, and liable for the acts or defaults of, any Sub-supplier, its agents or employees, as if they were the acts or defaults of Equipment Supplier. Supplier shall give Purchaser not less than 5 (five) days' notice of:

- a) the intended appointment of a Sub-supplier, with detailed particulars which shall include his relevant experience; and
- b) the intended date of commencement of such Sub-supplier's work.

In requesting approval of Purchaser for appointment of a Sub-supplier, Supplier must provide Purchaser full particulars in writing of the part of its obligations under the Contract to be subcontracted, the name of the proposed Sub-supplier, information establishing the financial, technical and personnel capacity (including details of previous relevant experience and safety and environmental records) of the proposed Sub-supplier and any other information reasonably requested by Purchaser. Approval or rejection of a Sub-supplier shall be communicated by the Purchaser to the Supplier within 5 (five) days of all of the aforesaid information being provided to the Purchaser in relation to the intended Sub-supplier, failing which such Sub-supplier shall be deemed to be approved.

Supplier shall provide Purchaser an un-priced copy of each subcontract and service level agreements executed with and/or any purchase order placed upon any Sub-supplier within 5 (five) days following execution. Approval by Purchaser of any Sub-supplier shall not relieve Supplier of any obligations under this Contract.



Supplier shall ensure that Sub-suppliers comply with the terms and conditions of the Approvals and requirements of Applicable Laws.

3.11 Warranties

3.11.1 The Supplier warrants that the Equipment (and all its components) ("Equipment Warranty") Supplied:

- (a) shall be new and unused, and correspond to the Technical Specifications set out in the Purchaser Requirements;
- (b) shall be delivered to the Supplier at the Site free from any Defects; and
- (c) shall be conveyed to the Supplier free of any third party lien/rights subject to terms of this Contract.

3.11.2 The Equipment Warranty shall be valid for the Warranty Period. Subject to the terms of Clause 4 (Technical Specifications and Conformity of Equipment), in the event there is any Defect in the Equipment which affects the performance of the Equipment (or any component thereof), the Supplier shall rectify such Defect by repairing or replacing such Equipment (or any component thereof) at the Supplier's cost and expense and the warranty period shall be extended for another 12 months from date of rectification / replacement only for the replaced/rectified part.

3.11.3. If, the Defect still persists after repair or replacement either in the whole or in part after carrying out necessary changes, modifications, and/or additions, the Purchaser may, at its sole discretion, exercise any one of the following options:

- (a) reject the Equipment (or any component thereof) and recover all the payment already made to the Supplier in terms of this Agreement, in addition to ~~the~~ and the cost of dismantling the Project and Equipment. The maximum liability on account of such rejection shall not exceed the total Contract Price; ~~or~~

3.11.4 The Supplier also guarantees that the Equipment supplied, shall meet the Equipment Warranty and shall be valid for the Warranty Period. The Supplier agrees and confirms that the warranty provided under this Clause 3.11 (Warranties) shall be only granted to the Purchaser, its Affiliates or assigns provided that the Equipment remains located at its installation Site.

3.12 Transfer of contracts with Sub-suppliers to Purchaser

Each contract in respect of a Sub-supplier shall be assignable by Supplier to Purchaser (as collateral security or absolutely) or the Lenders or their nominees without the Sub-supplier's further consent any time after completion.



3.13 Co-ordination

3.13.1 Supplier shall, as specified in the Contract or as instructed by Purchaser, liaise with and coordinate its activities under this Contract with those of:

- (a) any other contractors employed by Purchaser; and
- (b) the personnel of any legally constituted public authorities,

who may be engaged in the execution of any works in relation to the Project not included in this Contract, on or near the Site.

3.13.2 Supplier agrees to coordinate its activities with other contractors engaged by Purchaser to minimise any delay or disruption to the Supply of Equipment or the works of the other contractors.

3.13.3 Supplier shall, when requested and at no additional cost to Purchaser, provide all information and execute all documentation required under Applicable Laws or by any local authorities in relation to the performance, inspection or approval of Equipment and/or for maintenance of the Approvals.

3.14 Compliance with Applicable Laws

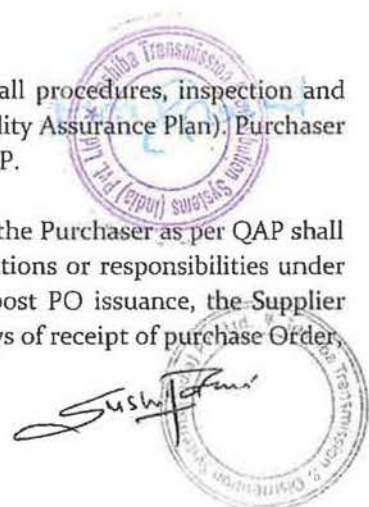
3.14.1. Supplier shall comply with all Applicable Laws, including those relating to labour, health and safety, and the environment, and shall give all notices, pay all taxes, duties and fees and obtain and maintain all Approvals referred to in Clause 2.2, in each case as required by the Applicable Laws in relation to the Supply of Equipment and the remedying of any Defects; and Supplier shall indemnify and hold Purchaser harmless against and from the consequences of any failure to do so.

3.14.2 Equipment Supplier shall comply fully with the Purchaser's HSE Policy and which have the same force and effect as though set forth herein in full.

3.15 Quality Assurance

3.15.1 Quality Assurance Plan ("QAP") including details of all procedures, inspection and acceptance is annexed to this Contract as Schedule [-] (Quality Assurance Plan). Purchaser shall be entitled to audit/inspect as per the provisions of QAP.

3.15.2 Compliance with the QAP or any audit/inspection by the Purchaser as per QAP shall not relieve Equipment Supplier of any of his duties, obligations or responsibilities under the Contract. In the event if the QAP is to be approved post PO issuance, the Supplier must ensure the same is submitted & approved within 15 days of receipt of purchase Order.



3.16 Sufficiency of the Contract Price

3.16.1. Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price covers all costs related with or incidental to Supplier's obligations under the Contract and all things necessary for the proper Supply of the Equipment and the remedying of any Defects.

For the purpose of clarity, in the event of Variations, the Contract Price will not be changed, unless otherwise agreed by the Parties in writing in accordance with Clause 14.

3.16.2 It is agreed and acknowledged by the Supplier that the Contract Price is inclusive of all Taxes on the income earned by fulfilment of Supplier's obligations under this Contract. Unless otherwise stated in the Contract, the Contract Price also includes any and all direct, indirect and ancillary charges, cess, costs and expenses of whatsoever nature, on the Supplier to perform the Scope of Supply specified in in the Purchase Order and also including packing, unpacking, loading, transporting and unloading the Equipment at the Site including freight and adequate insurance up to the Site.

by Fulfillment of the suppliers

3.17 Unforeseeable Difficulties

Except as otherwise stated in the Contract:

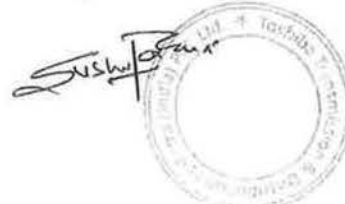
- (a) Supplier shall be deemed to have obtained all necessary information and satisfied itself as to the Site Conditions, transportation requirements, Access Roads, the Site and all other risks, contingencies and circumstances which may influence or affect its obligations under this Contract;
- (b) by signing the Contract, Equipment Supplier accepts total responsibility for having foreseen all difficulties and costs (other than resulting from Change in Law/Change in Taxes or Force Majeure) of successfully Supplying the Equipment by the applicable Delivery Dates at the Site; and
- (c) the Contract Price shall not be adjusted and the Delivery Date shall not be extended on account of any unforeseen difficulties or costs.

3.18 Access Route

3.18.1 Supplier shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. Supplier shall use reasonable efforts to prevent any road or bridge or any public infrastructure from being damaged by Supplier's traffic or by Supplier's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

3.18.2 Except as otherwise stated in this Contract:

- (a) Supplier shall (as between the Parties) be responsible for any maintenance which



- may be required for its use of access routes to the Site at its own cost;
- (b) Supplier shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for its use of routes, signs and directions at its own cost;
 - (c) Purchaser shall not be responsible for any claims which may arise from the use or otherwise of any access route, and Supplier shall indemnify and hold Purchaser harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from Supplier's failure to comply with its obligations under this Clause 3.19 (Access Route) unless such claim, damages, losses and expenses (including legal fees and expenses) is attributable to the Purchaser, its Representatives, agents, contractors, employees;
 - (d) Purchaser does not guarantee the suitability or availability of particular access routes; and
 - (e) Costs due to non-suitability or non-availability, for the use required by Supplier, of access routes shall be borne by Supplier.

3.19 Transport of Equipment

3.20 Unless otherwise stated in the Contract:

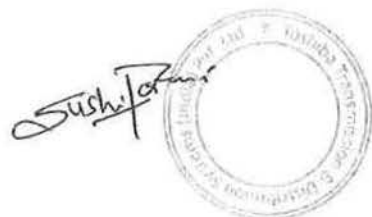
- 3.20.1 Supplier shall give Purchaser not less than 3 (three) days' notice of the date on which any item of Equipment will be delivered at the Site;
- 3.20.2 Supplier shall be responsible for packing, unpacking, loading, transporting, receiving, & supervision during unloading
- 3.20.3 Supplier shall indemnify and hold Purchaser harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Equipment, and shall negotiate and pay all claims arising from their transport.

3.21 All Equipment shall be protected, securely packed and loaded in a manner commensurate with the transportation stresses and hazards encountered in such consignments in accordance with Supplier's standard practices, after approval from Purchaser.

- 3.22 Supplier shall use its best judgment to find and use safe and reliable carriers to transport the Equipment up to the Site in accordance with the Delivery Schedule. The Supplier shall be responsible for the payment of all loading, unloading and transportation costs for the Equipment till the Site.

3.23 Purchaser-Supplied Information

- 3.23.1 Supplier acknowledges and agrees that all Purchaser-Supplied Information (if any) is provided or will be provided for the convenience of Supplier only and that Supplier enters into this Contract based on its own investigations and determinations as to the accuracy and adequacy of that information.



Supplier is not entitled to any extension of time or any Costs or relaxation of any Warranties arising out of or in connection with any Purchaser-Supplied Information. Any errors or omissions in Purchaser-Supplied Information do not affect the warranties provided by, or the obligations of, Supplier under this Contract.

3.24 Supplier's Undertaking

3.24.1 Supplier undertakes that the Equipment shall comply with:

- (a) requirements of all Applicable Laws, and Approvals;
- (b) the documents forming the Contract, as altered or modified by Variations;
- (c) Technical Specifications provided by Purchaser; and
- (d) Site Conditions as provided in Technical specification/RFQ

Technical Standards Specified Under Applicable Laws

The Equipment and the remedying of any Defects shall comply with all Applicable Laws (including Electricity Laws) applicable to the Equipment, and other standards specified in the Purchase Order or defined by the Applicable Laws and Approvals.

3.25 Progress Reports

Unless otherwise stated in this Contract, the Supplier shall: (i) prepare and submit to the Purchaser fortnightly and monthly progress reports in accordance with the requirements set forth in the Purchase Order, and (ii) participate in monthly Project review meetings and weekly Project conference calls with the Purchaser. Reporting shall continue until the Supplier has completed all Supplies which are known to be outstanding.

4 TECHNICAL SPECIFICATIONS AND CONFORMITY OF EQUIPMENT

- 4.1 The Supplier shall ensure that the Equipment supplied pursuant to the Contract shall strictly comply with the Technical Specifications; in the manner specified in the Contract; in proper workmanlike and careful manner, in accordance with Technical specification and BOQ of the Purchase Order, with properly equipped facilities and non-hazardous materials, except as otherwise specified in the Contract; and in accordance with all Applicable Laws and Approvals.
- 4.2 For the avoidance of doubt, it is hereby confirmed and agreed between the Parties, that in the event that the Equipment supplied is not in compliance with the Technical Specifications and if there exists any Defect in the Equipment or any error or omission of the performance parameters in the Equipment, the Purchaser have a right to give awritten notice to the Supplier, within a



Sushil Kumar



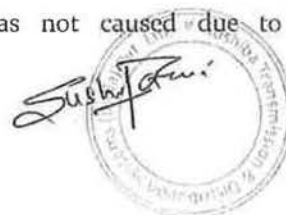
period of forty five [45] Business Days (the "DefectNotice") from the time of usage or operation of the Equipment from Supplier, stating in detail the reasons for such defects, error and omission, along with supporting documentary evidence.

- 4.3 If notified to Supplier in writing during the Warranty Period, Supplier shall provide the preliminary analysis report and tentative timelines to rectify the Defect notified by the Purchaser, within 5 (Five) Business Days of such notification. Thereafter, the Purchaser shall within a period of 3 (Three) Business Day, inform the Supplier of its decision. If the timeline for the rectification of Defect is not acceptable to the Purchaser, then the Purchaser shall propose reasonable timelines within which such Defect should be rectified and shall provide supporting documentation for such proposed timelines to the Supplier received from OEM or otherwise. Thereafter, the Supplier shall within a period of 1 (one) Business Day inform the Purchaser of the Equipment Supplier's ability or inability to meet the timelines proposed by the Purchaser. In the event, the Supplier informs the Purchaser of its inability to meet the proposed timelines, Purchaser shall be entitled to get the Defectrectified (in compliance with the Contract, any Approval or Applicable Law) by a competent third party, at Supplier's risk and cost. However, if the Purchaser agrees with the Supplier's proposal, then the Equipment Supplier shall, within the timelines as agreed with the Purchaser and in a manner which causes as little disruption to the operation of the Project as reasonably possible, initiate the process of repairing, replacing or otherwise making good the following Defect:

- 4.3.1 any Defects in any Equipment (the "Base Warranty");
- 4.3.2 any Latent Defects in any Equipment (the "Latent Defect Warranty").

- 4.4 The Supplier shall be entitled to access the Defective Equipment at such times as may be mutually agreed between the Parties. Notwithstanding anything to the contrary contained herein, Supplier's obligation under this Clause 4 (Technical Specifications and Conformity of Equipment) shall not apply to any Defect arising from normal wear and tear or any defect or damage resulting from:

- (a) failures caused by accidents (except where such accidents occur during the performance of Remedial Works by Supplier while the Equipment is in its possession and control); or
- (b) errors, misuse or negligence of Purchaser or Purchaser's Personnel or any other user of the Equipment; or
- (c) failure to follow manufacturers or Supplier's instructions or manuals or, where the former are silent, Best Industry Practices; or use of materials, services or designs furnished or specified or required by any party other than the Supplier, for construction, operation and maintenance of the Project; or
- (d) work, repairs or modifications (other than routine work, repairs or modifications conducted in accordance with Supplier's instructions or manuals or, where the former are silent, Best Industry Practices) without Supplier's prior written approval; or
- (e) Events of Force Majeure, provided such Defect was not caused due to



incompatibility of the design for the Supplies contained in Supplier's Documents with the Site Conditions.

4.5 Cost of Remedying Defects

- 4.5.1 Unless otherwise stated in the Contract all Remedial Work shall be executed at the risk and cost of Supplier, if and to the extent that the work is attributable to Equipment being defective or otherwise not being in accordance with the requirements of this Contract.
- 4.5.2 If and to the extent that such Remedial Work is attributable to any other cause, Purchaser shall give notice to Supplier accordingly, and Clause 13 (Variation and Adjustments) shall apply.

4.6 Extension of Warranty Period

- 4.6.1 If any Equipment (or any component thereof) ("**Faulty Equipment**") suffers from chronic failure (i.e. 2 (two) or more failures of similar nature occurring in such Faulty Equipment during the Warranty Period ("**Chronic Failure**"), the Equipment Supplier shall be responsible at its cost to undertake a root cause analysis of such Chronic Failure and shall make the necessary replacements of the complete Equipment supplied as are affected by the Chronic Failure as evidenced by the root cause analysis ("**Affected Equipment**").
- 4.6.2 Upon replacement of the Affected Equipment by the Supplier at any time during the Warranty Period as extended as aforesaid, the Supplier shall novate to the Purchaser all warranties, performance guarantees or other continuing benefits in relation to the replacement Equipment as obtained from the Sub-supplier.

4.7 Failure to Remedy Defects

If Supplier fails to perform Remedial Work within the time prescribed under Clause 4.3 (*Remedying Defects*) and this Remedial Work was to be executed at the cost of Equipment Supplier under Clause 4.6 (*Cost of Remedying Defects*), Purchaser may (at its option) remedy the Defects itself or by others, in a reasonable manner and at Equipment Supplier's cost, and:

- (i) Supplier shall pay to Purchaser the costs reasonably incurred by Purchaser in remedying the Defects; and
- (ii) the performance of Remedial Work by Purchaser or other persons shall not, to the extent such Remedial Work is performed in accordance with manufacturers and Supplier's instructions or manuals and Prudent Utility Practices, affect the Supplier's liability for Defects.



4.8 Removal of Defective Equipment

If the Defect cannot be remedied expeditiously on the Site and Purchaser gives consent, Supplier may remove from the Site for the purposes of repair such Equipment as are Defective in consultation with the Purchaser and shall repair such Equipment in accordance with the timelines as agreed with the Purchaser under Clause 4.3, at Supplier's risk & cost.

4.9 Release

The obligations of Equipment Supplier under this Clause 4 (Technical Specifications and Conformity of Equipment) shall cease to apply on the expiry of Warranty Period except for carrying out Remedial Work in relation to any Defect which has been notified by the Purchaser to the Supplier prior to the expiry of the aforesaid period provided that such Defect is to be remedied at the cost of Supplier under Clause 4.6 (*Cost of Remedying Defects*).

5 LIMITATION OF LIABILITY

- 5.1 Neither Party shall be liable ~~other than Penalty, on account of power loss~~, to the other for any special, indirect, incidental, punitive, or consequential damages of any nature (for any cause whatsoever), including compensation, reimbursement or damages on account of the loss of present or anticipated profits or revenues, loss of goodwill, loss of opportunity, generation loss or downtime, regardless of whether such Party has been advised of the possibility of such damages or not, except for losses incurred from wilful misconduct and gross negligence.
- 5.2 Notwithstanding any provisions of this Contract, the cumulative maximum liability of the Supplier to the Purchaser under or in connection with this Contract, will be limited to 100% of Contract Price provided that the Supplier's aggregate liability under this Clause 5.2 shall not apply and shall be;
- 5.2.1 uncapped and without any limitation in case of the following:
- 5.2.1.1 any Claims or Losses incurred by Purchaser on account of any non- compliance or violation of Applicable Laws and/or Approvals or fraud;
- 5.2.1.2 bodily injury, sickness, disease or death of any person attributable to negligence, wilful act or breach of Contract by Supplier or its personnel, agent, Sub-supplier and as are finally determined by a court of competent;
- 5.2.1.3 loss of or physical damage to real property of Purchaser or any third party attributable to negligence, wilful act or breach of Contract by Supplier and as are finally determined by a court of competent jurisdiction;
- 5.2.1.4 cost of remedying any Defects under this Contract;



5.2.1.5 any infringement of the Intellectual Property Rights; and

5.3 This liability clause shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising the Contract, except to the extent such conflicting or inconsistent provisions further restricts Supplier's liability.

6 LIQUIDATED DAMAGES

6.1 Timely performance and delivery in accordance with the agreed schedule shall be the essence of the Purchase Order. The Purchaser reserves right to expedite the execution of the Supplies of Products.

6.2 If the "Supplies" are not completed within specified time limit as mentioned in Purchase Order due to the reason attributable to Supplier, liquidated damages shall be applicable with value/rate as specified in Purchase Order.

6.3 Supplier shall undertake to pay the LD at the rates stipulated in Purchase Order and the Purchaser shall not be required to prove the actual losses of damage.

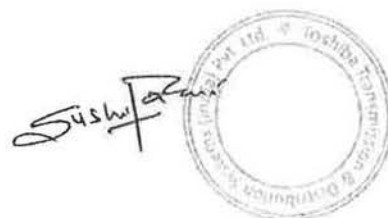
6.4 LD payable by Supplier shall be deducted by the Purchaser from outstanding payments due to Supplier.

6.5 Any correspondence or minutes of the meetings and/or acceptance of delayed materials shall not be construed as waiving of LD unless mutually agreed between the Parties.

6.6 The Due Date shall be the essence of the Contract and no variation shall be permitted subject to the terms and conditions of the Contract, the Delivery of the Equipment/Product shall be in accordance with the agreed schedule in Purchase Order, or such other date and time as may be mutually agreed between the Parties in writing. In case of delay in execution of the Purchase Order beyond the Due Date (Delivery date) and period allowed with LD the Purchaser shall at its sole option either:

a) Accept delayed deliveries in the Contract / Purchase Order after LD applicability;
or

b) Cancel the Purchase Order in part or in full and purchase such cancelled goods from elsewhere on account of and at the risk and cost of the Supplier without prejudice to the other rights of the Purchaser to claim damages, or otherwise, as per the prevalent law or as per the Contract. Supplier obligation is to submit progress reports as per clause ~~3.23~~ 3.25. Purchaser has right to terminate the contract if supplier failed to achieve completion of Supply/Works within Delivery Schedule accordance with in PO/LOI/LOA/extended delivery period mutually agreed



7 SECURITIES/BANK GUARANTEES

7.1. All securities/bank guarantees to be furnished under the Purchase Order shall be in accordance with the format as prescribed by the Purchaser and annexed hereto.

7.2 Performance Security

7.2.1 The Supplier shall furnish a security as specified in Purchase Order for faithful Performance of the Products under the Contract. The security deposit shall be remitted in the form of a Bank Guarantee (in Purchaser's prescribed format) obtained from a Scheduled/ Nationalized Bank (except co-operative banks) in India or a branch of an International bank situated in India, in the form as provided in Schedule [---] and acceptable to Purchaser and registered with the Reserve Bank of India as scheduled foreign bank.

7.2.2 The Performance Bank Guarantee shall be valid till [---] (or specifically as mentioned in Purchase Order/LOI/LOA) with a claim period of 60 (sixty) days beyond validity. In case any extension is granted to the Contract, the validity of the Performance Bank Guarantee shall be extended accordingly.

8. INSURANCE

8.1 The Supplier Shall:

- (a) at its sole cost and expense, obtain, maintain and keep in full force and effect during the term of this Contract such insurance policy as may be deemed necessary for transportation including loading & unloading of the Equipment to the port of unloading or till the delivery address mentioned at the time of MDCC; and
- (b) require all Sub-suppliers to obtain, maintain and keep in full force and effect throughout the time during which they are engaged to perform any work on Site, insurance in accordance with and meeting the prescribed requirements and any further insurance Supplier may be required to procure and maintain in effect under Applicable Laws and Approvals.

8.2 All payments / fees in respect of such insurances shall be paid and borne by the Supplier.

8.3 The Supplier shall be solely responsible for the amount of any deductibles under the insurance policies to the extent to which the claim results from an act, omission or default on the part of the Supplier, and the Purchaser shall be responsible for all other deductibles under the policy.

8.4 All insurer's rights of subrogation against the Purchaser, Lender and its respective assigns, as additional insured persons, for losses or claims arising out of the performance of this Contract shall be waived under the insurance policy.



- 8.5 All payments / fees in respect of such insurances shall be paid and borne by the Supplier and the Supplier shall be responsible for providing evidence/copies of the insurance policies maintained to the Purchaser.

9. TRANSFER OF RISK AND TITLE

- 9.1 The title of all the Products supplied by the Supplier under the Contract shall be transferred to the Purchaser upon delivery of Products at Delivery Point.
- 9.2 Notwithstanding the transfer of title to the Products the Purchaser as aforesaid, the care and protection of such Products shall remain with the Supplier until its delivery at the Delivery Point.

10. FORCE MAJEURE

- 10.1 The Affected Party shall, unless reasonably prevented by the said Force Majeure Event, provide written notice to the other Party, as soon as reasonably practicable, but no later than 72 hours (seventy two hours) from the time the Affected Party knew or should have reasonably known of the commencement of the Force Majeure Event, describing the particulars of the occurrence of the Force Majeure Event, an estimation of its expected duration and impact on the performance of such Party's obligations hereunder, and measures taken by such Affected Party. For the avoidance of doubt, it is clarified that the notice of Force Majeure Event shall be a pre-condition to the Affected Party's entitlement to claim relief under this Contract. The notice of Force Majeure Event shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The relief seeking Party shall provide regular (and not less than monthly) reports on the progress of the stated remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.
- 10.2 Following such written notice, the Affected Party must use all reasonable efforts to: (i) mitigate the effects of the Force Majeure Event upon its performance of its obligations under this Contract; (ii) notify the other Party of the measures being taken to mitigate the effect(s) of the Force Majeure Event; and (iii) find a commercially viable solution by which this Contract may be performed despite the continuance of the Force Majeure Event.
- 10.3 For avoidance of doubt, it is clarified that the Affected Party, to the extent not prevented by a Force Majeure Event, shall continue to perform its obligations pursuant to this Contract.



- 10.4 Excused Performance: The Affected Party shall, having given notice in accordance with the terms of this Contract, be excused from performance of such obligations under this Contract for so long as such Force Majeure Event or its effects prevents it from performing them, subject to provisions of this Contract.
- 10.5 Either Party, by the issuance of a prior written notice to the other, shall be entitled to terminate this Contract due to a Force Majeure Event, if performance of this Contract is suspended or extended due to Force Majeure Event and its effects for 3 (three) months ("Extended Force Majeure Event"). It is clarified that any termination under this Clause shall be effective as on the date mentioned under such notice. Upon termination of this Contract pursuant to this Clause 10.5 by either Party, the Supplier shall be entitled to receive the payments in accordance with Clause 10.8.
- 10.6 A Force Majeure Event shall not relieve a Party from any liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay any amounts in a timely manner which matured prior to the occurrence of the Force Majeure Event. It is clarified that the Parties will bear the cost incurred by them as a result of any Force Majeure Event.
- 10.7 After the Force Majeure Event cease to exist, the Parties shall mutually agree upon a recovery programme, any additional Cost required for carrying out such mutually agreed remedial works by the Equipment Supplier and the period by which the Due Date and shall be extended, taking into consideration the quantum of damage caused to the Equipment.
- 10.8 Termination for prolonged Force Majeure
- 10.8.1 In the event the Contract is terminated, the Supplier shall refund to the Purchaser any payments made to the Supplier in respect of the Equipment, which has not been delivered yet, within 15 (fifteen) calendar days of such termination.
- 10.8.2 In case of a Prolonged Force Majeure Event resulting in termination of the Contract, the Purchaser shall make payment towards such part of the Equipment already Delivered, but not paid for, within 15 (fifteen) Business Days from the date of termination of the Contract.

11 QUALITY PLAN, INSPECTION AND TESTING

- 11.1 The Supplier shall submit the manufacturing quality plan within 7 (seven) days from the date of the Purchase Order as per the specification/requirement to the Purchaser or any third party authorized and appointed by the Purchaser. Purchaser shall be entitled to make stage wise inspection of the Equipment during the manufacturing process and witness any testing of Equipment. Any Equipment found defective shall be immediately rectified/replaced by Supplier without any extra cost to Purchaser nor shall it allow the Supplier any extension of time. The inspection reports issued by any third party authorized and appointed by the Purchaser shall not be binding on the Purchaser nor shall such



inspections imply or assume that the Purchaser accepted the Equipment or that they are of requisite quality and specifications and meet the applicable standards.

- 11.2 In the event the Equipment are manufactured in Sub-Supplier's works, the Supplier shall submit assessment reports and obtain permission for placing order in case of any deviations, and also obtain permission from the Purchaser to make inspection in the Sub- Supplier's works if so requested by Purchaser. Inspection notifications are to be given minimum 5 days in advance for the Purchaser's participation or waiver.

- 11.3 The Purchaser shall be entitled to take all measures to test the accuracy of instruments, appliances and test pieces used for testing purposes. Any instrument, appliance or test piece found to be inaccurate should be replaced immediately by the Supplier. The testing shall include all tests and measurements for the purpose of verifying design data, degree of accuracy, performance, and soundness of the Equipment etc.

After successful completion of inspection, the Supplier shall submit all test reports as per MQP to seek material dispatch clearance certificate (MDCC). The material will only be dispatched subject to receipt of MDCC from the Purchaser, and one set of reports should be sent to the site by the Supplier along with materials for all the lots. Wherever the Purchaser has provided observations as to non-compliance in accordance with this clause, the Supplier shall submit the compliance report along with necessary photographic evidence, upon receipt of which, the Purchaser shall issue the MDCC, upon satisfaction of the Purchaser, within 2 (two) Business Days from the date of receipt of the aforesaid documents.

- 11.4 It is understood and agreed that the inspection or, witnessing of tests, as specified under the Contract shall not in any way release the Supplier from the proper fulfilment of its obligations in the Contract and the Supplier shall ensure that the Equipment meet all the specifications and product description, quality requirements and the applicable standards. Once the Equipment is ready for dispatch the Supplier shall notify the Purchaser that the Supplier is ready to dispatch the Equipment, where upon the Purchaser shall have a right to make a final inspection and the Equipment shall be dispatched after dispatch clearance is given by the Purchaser or by the project manager, to the Supplier after such final inspection.

- 11.5 Clearance report issued in furtherance of the Inspection carried out by the Purchaser/third party authorized and appointed by the Purchaser, in relation to Equipment that has passed Inspection does not amount to acceptance of the Equipment by Purchaser nor does it absolve the Supplier from any obligations under the Contract including, but not limited to, Delivery Date, required quality standards, Equipment specifications or detailed scope of supply. Such Final Inspection does not absolve the Supplier from delivering Equipment as per the description or specifications. In the event quality standards are found to be inferior the Supplier has to replace /rectify the Product, without impacting the delivery schedule,

- 11.6 All expenses for the Supplier's personnel during Inspection including manufacture and/or delivery shall be borne by the Supplier.



- 11.7 Examination, measurement or tests conducted by the Purchaser (or the Purchaser's failure to do so) or issuance or deemed issuance of MDCC pursuant to this clause 11.3, shall not absolve the Supplier from its obligations under the Contract.

11.8 Inspection at Site

- 11.8.1 Upon receipt of Equipment at the Site along with relevant documents, with regard to such Equipment, Purchaser and/or Purchaser's Representative shall have the right to inspect, examine or measure Equipment as per Purchaser's Requirements. The Purchaser shall carry out the inspection of the Equipment at Site. As per packing list jointly with supplier representative.
- 11.8.2 Upon such examination, inspection or measurement at the Site, Purchaser to accept delivery of the relevant portion of the Equipment by issuing a written notice within 7 (Seven) Business Days from date of receipt of intimation regarding receipt of the relevant Equipment to the Site if such Equipment (or portion of the Equipment) so inspected or examined suffers from a Defect/material shortage. The aforesaid notice should explain the Defect in reasonable detail.
- 11.8.3 In the event Purchaser issues a notice of Defects to Supplier in accordance with this Clause ~~11.8~~ 11.8 (*Inspection at Site*), Supplier shall within time lines as agreed correct the Defects detailed in Purchaser's notice by repairing or replacing the affected Equipment (or part thereof) and notify Purchaser, along with the rectification details, after such repair or replacement is completed. Once Supplier has repaired or replaced the Defective Equipment, Supplier shall make the same available for Purchaser's re-inspection, re-examination or re-measurement at the Site. Purchaser shall, within 2 (two) Business Days from receipt of such notice to re-inspect, re-examine or re-measure the repaired/replaced Equipment (or part thereof) at the Site, re-inspect, re-examine or re-measure such Equipment and: (i) accept delivery of the Equipment (or part thereof); or (ii) in case of Purchaser finding that the Defects earlier discovered by it have not been repaired/replaced effectively or there exists another Defect in the Equipment (or part thereof), provide another notice to Supplier with respect to such Defect within 2 (two) Business Days from receipt of such notice to re-inspect, re-examine or re-measure the repaired/replaced Equipment (or part thereof), in which case Supplier shall again repair or replace the same and the aforesaid processes shall continue until the Equipment is entirely free from Defects and approved by Purchaser. In the event that Purchaser fails to re-inspect, re-examine, re-measure, or re-test the repaired/replaced Equipment, upon receipt of such notice to re-inspect, re-examine or re-measure from Supplier, the Equipment shall be deemed to have been accepted by Purchaser upon expiry of the said 2 (two) Business Days' notice period. Provided that any re-inspection, re-examination, re-measure, or re-test carried out by Purchaser after the initial inspection shall be to the Equipment Supplier's expense.
- 11.8.4 The delivery of Equipment shall be complete on the earlier of the date of such acceptance by Purchaser or the date following the expiry of the aforementioned notice period, if Purchaser fails to re-inspect, re-examine, re-measure, or re-test.



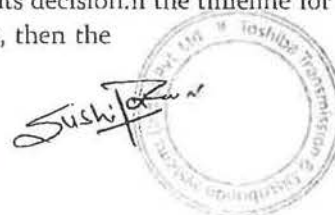
However, if the Purchaser fails to issue a notice with respect to defect or deficiency within 40 (Forty) Business Days from receipt of such notice to re-inspect, re-examine, re-measure, or re-test the repaired/replaced Equipment, the Supply of the relevant Equipment shall be deemed to be complete.

11.8.5 Upon acceptance of delivery of Equipment, Supplier shall issue and the Parties (or in case delivery is deemed in accordance with this Clause 11.8 (*Inspection at Site*) shall sign a Delivery Certificate /Material receipt of note within 7 days from receipt at site simultaneously with the acceptance of the Equipment or any part thereof. For avoidance of doubt, it is hereby clarified that in case of deemed acceptance of Equipment as above, Delivery Certificate with respect to such Equipment shall also be deemed to be executed by the Parties on the same date. It is clarified that issuance of Delivery Certificate or deemed issuance of Delivery Certificate shall not relieve the Equipment Supplier of its further obligations under the Contract.

11.8.6 The Purchaser or its Representative shall have the right to re-inspect any Equipment although previously inspected and approved by him, if the Purchaser or the Purchaser's Representative believes the results of earlier inspection, examination or measurement are not accurate or do not establish the true condition to specification of Equipment being so inspected, examined or measured. If the Purchaser or the Purchaser's Representative requires such Equipment to be re-inspected, re-examined or re-measured, the inspection, examination or measurement shall be repeated under the terms and conditions set out above. If such re-inspection, re-examination or re-measurement demonstrates that the Equipment being so inspected, examined or measured conform to the requirements of this Contract, then the Purchaser shall bear the cost of such additional inspection, examination or measurement and the cost of any required uncovering and covering of the Equipment. If however such re-inspection, re-examination or re-measurement confirms the Purchaser's conclusion and results in the Purchaser incurring additional costs, such costs shall be recoverable from the Supplier which shall be mutually agreed with the Supplier and may be deducted by the Purchaser from any monies due, or to become due, to the Supplier. It is however clarified that any inspection, examination or measurement envisaged here or failure to inspect, examine or measure shall not relieve the Supplier of its obligations under this Contract.

11.9 Rejection

11.9.1 If, as a result of an examination, inspection, operation or measurement, any Equipment is found to be defective due to it being or otherwise not in accordance with the Contract and/or any Approval or Applicable Laws, Purchaser may reject the Equipment by giving notice to Supplier, with reasons within 2 (two) Business Days from receipt of such notice to re-inspect, re-examine or re-measure, the repaired/replaced Equipment. In such case, the Supplier shall provide tentative timelines to rectify the Defect notified by the Purchaser, within 10 (Ten) Business Days of the aforesaid notification. Thereafter, the Purchaser shall within a period of 1 (one) Business Day, inform the Supplier of its decision. If the timeline for the rectification of Defect is not acceptable to the Purchaser, then the



Purchaser shall propose the timeline within which any Defect found pursuant to such re-inspection, re-examination, or re-measurement, should be rectified and shall provide supporting documentation for such proposed timelines to the Equipment Supplier received from OEM or otherwise. Thereafter, the Supplier shall within a period of 1 (one) Business Day inform the Purchaser of the Supplier's ability or inability to meet the timelines proposed by the Purchaser. In the event, the Supplier informs the Purchaser of its inability to meet the proposed timelines, Purchaser shall be entitled to get the Defect rectified (in compliance with the Contract, any Approval or Applicable Law) by a competent third party, at Supplier's risk and cost. However, if the Supplier accepts the timelines proposed by the Purchaser or the Purchaser accepts the timelines proposed by the Supplier, as the case may be, the Supplier shall, at its own cost, make good the Defect as per the agreed timelines as above and ensure that the rejected item complies with the Contract and/or any Approval or Applicable Law.

12. CHANGE IN LAW

- 12.1 The Supplier agrees that if there is any Change in Law from effective date / date of Purchase Order, the Supplier shall comply with and abide by such Change in Law, including as set out in Clause 12.2 below and for this it shall follow the procedure set out in Clause 12.4.
- 12.2 Where a Change in Law has a material adverse effect on the obligation of the Supplier under the Contract, the Supplier must promptly notify the Purchaser of such material adverse effect with reasons on the impact on its obligations. The Parties shall, mutually agree on the adjustment to the terms of the Contract so as to (i) negate the effect of such Change in Law; or (ii) where it is not possible to negate the effect of such Change in Law, agree on a mechanism, including but not limited to adjustment to the terms of the Contract, whereby the adverse effect of such Change in Law on the affected Party's obligations under the Contract is mitigated.
- 12.3 The provisions of Clause 12.2 above will not apply vis-à-vis any Change in Law the consequence of which would affect the basis of the Supply Price. However, in the event of change in law, which necessitates the change in specification and Taxes & Duties, which causes a revision in the cost, the same shall be discussed and mutually agreed by both the Parties
- 12.4 The provisions of Clause 12.2 above shall apply where Change in Law causes a delay in the Delivery of the Equipment.

13. VARIATION AND ADJUSTMENTS

Page # 31



- 13.1 If Purchaser requests a proposal prior to instructing a Variation or gives an instruction in relation to which the Supplier is of the view that such instruction constitutes a proposed Variation as per Clause 2.6 (*Instructions*), Supplier shall respond in writing as soon as practicable:
- (a) either by giving reasons why it cannot comply (if this is the case) stating (with supporting particulars) that:
 - (i) Supplier cannot readily obtain the Equipment in line with the instruction;
 - (ii) it will reduce the safety or suitability of the Equipment and/or the Project; or
 - (iii) it will have an adverse impact on the Equipment Warranties.
 - (b) by submitting:
 - (i) Equipment Supplier's proposal for any necessary modifications to the Delivery Schedule, the Delivery Date; and
 - (ii) Supplier's proposal for adjustment to the Contract Price.

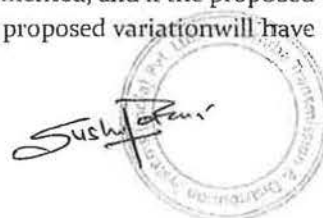
Variation Procedure

Purchaser shall, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments or may cancel, confirm or vary the instruction. Supplier shall not delay any Supply (which is not subject matter of a proposed Variation) while awaiting a response. For avoidance of doubt, it is hereby clarified that Supplier shall not be liable for any delay of an Equipment which is subject matter of proposed Variation even if proposed Variation is not ultimately approved as per the provisions of this Clause 13 (Variations and Adjustments).

If Equipment Supplier's proposal pursuant to this Clause 13.2 (Variation Procedure) is acceptable, the Variation shall be issued in writing on that basis and such Variation order shall contain provisions relating to adjustment in Contract Price and modifications to the Delivery Schedule, the Delivery Date.

A Variation made necessary due to any act, omission or default of Supplier in the performance of its obligations under this Contract will not result in any payment to Supplier or an increase in the Contract Price nor entitle Supplier to an extension of time.

- 13.2 The Supplier must as soon as reasonably practicable but in no event later than 5 (five) Business Days after receipt of a Proposed Variation Notice, issue a response to the Purchaser advising on whether or not the proposed variation can be implemented; and if the proposed variation can be implemented, then the effect (if any) that the proposed variation will have on the deal parameters, including but not limited to:



- (i) providing a description of the goods to be supplied;
- (ii) providing a revised program for execution with supporting details; and
- (iii) indicate what effect (if any) the proposed variation will have on the:
 - a) Warranty; and
 - b) Applicable Law
 - c) Contract Price

13.3 If the Supplier notifies the Purchaser that the proposed variation can be implemented and the Purchaser confirms in writing, within a period of 15 (fifteen) days of notification from the Supplier that it accepts the effect (if any) of the proposed variation as advised by the Supplier, the Supplier must implement the proposed variation within the time period mentioned in Proposed Variation Notice or such other time as may be agreed between the Parties in writing.

13.4 The Supplier may, by notice to Purchaser, propose a variation which,

- (i) the Supplier considers necessary or desirable to improve the quality, efficiency or safety of the Equipment; or
- (ii) is required to comply with any Change in Law ("Supplier Proposed Variation Notice"). Supplier Proposed Variation Notice must include, details of the effect (if any) that the proposed variation will have on such parameters,

Including but not limited to:

- a) Delivery Schedule;
- b) Warranty;
- c) Applicable Law
- d) Contract price

(iii) The Purchaser must as soon as reasonably practicable, but in no event later than 15 (fifteen) days after receipt of a Supplier Proposed Variation Notice, issue a notice to Supplier advising whether or not the proposed variation can be implemented, specifying the reasons in detail if it deems that the proposed variation cannot be implemented.

13.5 A variation which is confirmed/accepted by Supplier or Purchaser, as the case may be, in accordance with this Clause 13 shall be a Variation.

13.6 Notwithstanding anything in this Clause 13, any finally agreed variation to the Contracts shall be in writing and duly executed by both Parties.



14 RISK AND RESPONSIBILITY

14.1 Indemnities

- 14.1.1 Supplier shall indemnify and hold harmless the Purchaser, Purchaser's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including reasonable legal fees and expenses) incurred by the aforesaid persons in respect of:
- a) bodily injury, serious disease or death, of any person whatsoever arising out of or in the course of or by reason of the Equipment or Supply of the Equipment and the remedying of any Defects by the Supplier, provided that same is directly attributable to any negligence, wilful act or breach of the Contract by Supplier and no act or omission of the Purchaser, Purchaser's Personnel, their respective agents, or anyone directly or indirectly employed by any of them has contributed to such negligence, wilful act or breach;
 - b) damage to or loss of any property, real or personal (other than those belonging to the Supplier), to the extent that such damage or loss:
 - (i) arises out of or in the course of or by reason of the Equipment or Supply of the Equipment and the remedying of any Defects by the Supplier; and
 - (ii) is directly attributable to any negligence, wilful act or breach of the Contract by the Supplier and no act or omission of the Purchaser, Purchaser's Personnel, their respective agents, or anyone directly or indirectly employed by any of them has contributed to such negligence, wilful act or breach;
 - c) Supplier's failure to comply with any Applicable Laws in relation to Supply of Equipment provided that any act or omission of the Purchaser has not contributed to such non-compliance; and
 - d) any defect in title, lien or encumbrance on any Equipment Supplied pursuant to the Contract provided that the Purchaser has not committed any payment default under the Contract.



Purchaser shall indemnify and hold harmless Supplier, Supplier's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) incurred by the aforesaid persons in respect of:

- (a) bodily injury, serious disease or death, which is attributable to any negligence, wilful act or breach of the Contract by Purchaser, Purchaser's Personnel, or any of their respective agents provided that same is directly attributable to any negligence, wilful act or breach of the Contract by Purchaser and no act or omission of the Supplier, Supplier's Personnel, Sub-supplier, their respective agents, or anyone directly or indirectly employed by any of them has contributed to such negligence, wilful act or breach;
- (b) damage to or loss of any property, real or personal (other than those belonging to the Purchaser), to the extent that such damage or loss:
 - (i) is directly attributable to or caused by any negligence, wilful act or breach of the Contract by Purchaser and no act or omission of the Supplier, the Supplier's Personnel, Sub-supplier or their respective agents present at the Site has contributed to such negligence, wilful act or breach; and
 - (ii) is directly attributable to any negligence, wilful act or breach of the Contract by the Purchaser and no act or omission of the Supplier, Supplier's Personnel, Sub-supplier or their respective agents, or anyone directly or indirectly employed by any of them has not contributed to such negligence, wilful act or breach;
- (c) Purchaser's failure to comply with any Applicable Laws applicable to the performance of its obligations under this Contract.

14.2 Supplier's Care of the Equipment

Supplier shall take full responsibility for the care of the Equipment from the date of Purchase Order until Purchaser has issued (or is deemed to have issued) the delivery certificate, when responsibility for the care of the Equipment shall pass to the Purchaser or any contractor nominated by the Purchaser.

If any loss or damage happens to the Equipment during the period when Supplier is responsible for their care, Supplier shall rectify the damage at Supplier's risk and cost, so that the Equipment conform to the Contract; provided that such loss or damage is attributable to any negligence, wilful act or breach of the Contract by the Supplier, Supplier's Personnel, Sub-supplier, their respective agents, or anyone directly or indirectly employed by any of them.



14.3 Infringement of Intellectual Property Rights

14.3.1 In this Clause, "infringement" means an infringement (or alleged infringement) of any Intellectual Property Right relating to the Equipment or Supply of Equipment; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

14.3.2 Supplier shall indemnify and hold Purchaser harmless against and from any other claim of infringement of any Intellectual Property Right duly adjudicated by a Governmental Authority, which arises out of or in relation to the use of Equipment, provided that the following conditions are satisfied:

- (a) The infringement or allegation of infringement was not caused by any use of the Equipment otherwise than for the purpose specified in this Contract.
- (b) The infringement or allegation of infringement was not caused by the use of the Equipment or any individual piece of Equipment, in association or combination with the Project or equipment not supplied by the Supplier (but shall not include Mandatory Spares, equipment supplied by other contractors employed by the Purchaser at the Site as per the terms of this Contract and those equipment or spares and material supplied by the Purchaser's operation and maintenance contractor working at the Site), unless such association or combination was disclosed in writing to the Supplier prior to the Purchase Order or is stated in the Contract or is permitted under the OEM manuals.

14.3.3 In the event of any demand or claim by any third entity against the indemnified Party, then the indemnified Party shall, without undue delay after becoming aware of the matter, notify the indemnifying Party of such matter in writing, describing the claim (actual or potential) in reasonable detail and, to the extent possible, state the estimated amount of such claim.

14.3.4 Furthermore, the indemnified Party shall make available to the indemnifying Party, a copy of the third party claim or demand and give the indemnifying Party the opportunity to defend the indemnified Party against such claim, employing its own counsel at its sole costs, expense and risk ("**Claim Notice**"). The indemnifying Party, at its own cost, shall have the right to defend the claim by all appropriate proceedings and shall have the sole right to direct and control such defence. In particular, without limitation, the indemnifying Party may: (i) participate in and direct all negotiations and correspondence with the third party; (ii) appoint and instruct counsel acting, if necessary, in the name of the indemnified Party (with all costs and expenses relating to such participation to be borne by the indemnifying Party); and (iii) require that the claim be litigated or settled in accordance with the indemnifying Party's instructions. The indemnifying Party shall conduct such proceedings in good faith and take into account the interest of the indemnified Party. As long as the indemnifying Party is defending a claim, the indemnified Party shall provide or cause to be provided to the indemnifying Party or its representatives any information reasonably



requested by it and/or relating to such claim, and the indemnified Party shall, at the cost of the indemnifying Party, reasonably cooperate with the indemnifying Party and its representatives in good faith in order to contest effectively such claim. The indemnifying Party shall inform the indemnified Party in writing without undue delay of all developments and events relating to such claim, and the indemnified Party shall be entitled, at its expense, to employ its own counsel and to attend all conferences, meetings and proceedings relating to such claim.

- 14.3.5 If the indemnifying Party does not assume control of a defence of a specific claim, the indemnified Party may assume full control of such defence and such proceedings, at the reasonable cost and expense of the indemnifying Party. If requested by the indemnified Party, the indemnifying Party shall cooperate in good faith with the indemnified Party in order to contest effectively such claim. The indemnifying Party shall be entitled, at its expense, to employ its own counsel and to attend all conferences, meetings and proceedings relating to such claim.
- 14.3.6 The indemnified Party shall not make any admission, which might be prejudicial to the indemnifying Party. The indemnified Party shall not settle any such suit, action or proceeding without the prior written consent of the indemnifying Party.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 The Supplier represents and warrants that:

- (a) the Supplier legally owns, has valid license or has the authority of the Purchaser / rightful user, to use or license all Intellectual Property Rights embodied in the Equipment and any documentation or other materials provided by the Supplier to the Purchaser under or in connection with the Contract and that such rights to use or license does not, violate or infringe any third party Intellectual Property Rights. The Supplier further represents and warrants that there are no actual or, threatened proceedings against the Supplier alleging infringement of any third party Intellectual Property Rights, in respect of the Equipment such as would restrict or prohibit the use of the Intellectual Property Rights by the Supplier for the Supply of the Equipment to the Purchaser and use by the Purchaser of the Equipment and performance of the Supplier's obligations under the Contract and
- (b) it has all rights and licenses necessary to grant the Purchaser a license to use the Intellectual Property Rights in the Equipment as may be necessary for the purpose of the Contract.

- 15.2 Each Party agrees not to or attempt to pass off the other's trade name(s), trademarks, logos and/or trading styles in any manner whatsoever.



15.3 The Purchaser acknowledges that the Equipment to be supplied under the Contract applies, features or otherwise makes use of one or more Intellectual Property Rights of which the Supplier is the exclusive proprietor or is otherwise lawfully entitled to so apply, feature or make use of in the Equipment and that the Purchaser shall have no rights in or to such Intellectual Property Rights other than as expressly set out in the Contract.

15.4 Subject to the Purchaser complying with all the terms, obligations and covenants under the Contract, the Supplier grants to the Purchaser a, non-exclusive, irrevocable and royalty-free license to use the Intellectual Property Rights of the Supplier in the Equipment and any documentation and other materials provided by the Supplier to the Purchaser under or in connection with the Contract, to the extent necessary for the purpose of the Contractor as agreed between the Parties in writing ("IP License"). It is hereby clarified that the IP License does not amount to a transfer of the Supplier's Intellectual Property from the Supplier to the Purchaser.

15.5 Intellectual Property Rights Indemnity

- (a) The Supplier agrees and undertakes to defend any suit or other proceedings brought against the Purchaser by a third party insofar as it is based on a claim that the Equipment constitutes infringement of any patent validly enforceable in India, provided that the Purchaser promptly notifies the Supplier of such suit or proceeding and grants to Supplier the sole authority to defend and settle such suit or proceeding.
- (b) In the event the competent court, in any such suit or proceeding, holds that the Equipment or any part thereof infringes any patent validly enforceable in India, the Supplier agrees to indemnify and shall keep indemnified the Purchaser from and against all damages finally awarded by such Court and payable by Purchaser, and the expenses incurred (including lawyer's fee) by the Purchaser in connection with such suit or proceeding. In addition, if the use of the Equipment or any part thereof is enjoined in such suit or proceedings, the Supplier shall, at its own cost and discretion, either replace the infringing Equipment or part or modify it such that it becomes non-infringing.

16 REPRESENTATIONS AND WARRANTIES

16.1 The Supplier makes the following representations and warranties to the Purchaser, each of which is true and correct as on the date of the Contract:

- a) it is a duly organized company and is validly existing under the laws of India;
- b) it has the full authority and power, including all corporate approvals, required to

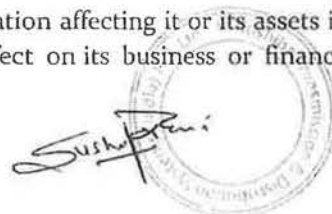


enter into the Contract and comply with its obligations under the Contract and transactions contemplated herein;

- c) the Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;
- d) in entering into the Contract, the Supplier is acting in its own capacity and not in the capacity as trustee of any trust or as agent on behalf of any entity;
- e) its obligations under the Contract are valid and binding and are enforceable against it in accordance with the terms of the Contract ;
- f) it is not in breach of any Applicable Law or obligation affecting it or its assets in a way which may result in a material adverse effect on its business or financial condition;
- g) there is no legal, quasi-legal, administrative, arbitration, mediations, conciliations or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature pending or threatened against the Supplier or any of its assets that would affect the validity or enforceability of the Contract, the ability of the Supplier to fulfill its commitments under the Contract in any material respect, or that could result in any material adverse change in the business or financial condition of the Supplier;
- h) that the Supplier is the Owner of Purchaser of or has the legal right to use or license (as the case may be) all Intellectual Property Rights used by the Supplier in the production or Supply of the Equipment, and/or any Intellectual Property Rights licensed to the Purchaser under or in connection the Contract ; and
- i) that its representations and warranties are enforceable against it.

16.2 The Purchaser makes the following representations and warranties to the Supplier each of which is true and correct as on the date of the Contract:

- a) it has been incorporated as a company and is validly existing under the laws of India;
- b) it has the full authority and power, including all corporate approvals, required to enter into the Contract and comply with its obligations under the Contract and transactions contemplated herein;
- c) the Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;
- d) its obligations under the Contract are valid and binding and are enforceable against it in accordance with the terms of the Contract ;
- e) it is not in breach of any Applicable Law or obligation affecting it or its assets in a way which may result in a material adverse effect on its business or financial



condition; there is no legal, quasi-legal, administrative, arbitration, mediations, conciliations or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature pending or threatened against the Purchaser or any of its assets that would affect the validity or enforceability of the Contract, the ability of the Purchaser to fulfill its commitments under the Contract in any material respect, or that could result in any material adverse change in the business or financial condition of the Purchaser;

- f) that the Purchaser has the necessary capacity to comply its obligations under the payment terms of the Contract.
- g) in entering into the Contract, the Purchaser is acting in its own capacity and not in the capacity as trustee of any trust or as agent on behalf of any entity; and
- h) that its representations and warranties are enforceable against it.

17 SUBCONTRACTING

- 17.1 The Supplier shall not without the written consent of the Purchaser sub-contract all or any part of its obligations to be carried out in terms of the Contract except to any Affiliate of the Supplier with prior written notice to the Purchaser and which written consent shall not be unnecessarily withheld by the Purchaser. For the purposes of this Contract, the term 'Affiliate' shall mean any other person or entity directly or indirectly controlling, controlled by, or under common control with the Supplier or any director with respect to such person or entity.
- 17.2 Supplier shall be responsible for the proper performance by, and liable for the acts or defaults of, any Subcontractor, its agents or employees, as if they were the acts or defaults of Supplier. Supplier shall give Purchaser not less than 5 (five) days' notice of:
 - (a) the intended appointment of a Subcontractor, with detailed particulars which shall include his relevant experience; and
 - (b) the intended date of commencement of such Subcontractors work.
- 17.3 Supplier shall provide Purchaser an un-priced copy of each subcontract and service level agreements executed with and/or any purchase order placed upon any Subcontractor within 5 (five) days following execution. Approval by Purchaser of any Subcontractor shall not relieve Supplier of any obligations under this Contract.
- 17.4 Supplier shall ensure that Subcontractor comply with the terms and conditions of the Approvals and requirements of Applicable Laws.

18 SUPPLIER'S DEFAULT

- 18.1 If the Supplier:

18.1.1 shall have voluntarily commenced winding-up, bankruptcy, insolvency,



reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;

- 18.1.2 has insolvency, receivership, reorganization or bankruptcy proceedings brought against it and the petition commencing such proceedings is not controverted and the proceedings dismissed or effectively stayed within 60 (sixty) days of such commencement;
- 18.1.3 has abandoned the Contract;
- 18.1.4 despite previous notices in writing from the Employer has wrongfully refused or has materially failed or neglected at any time to execute the Contract or is failing to proceed with the Contract with due diligence or is neglecting to carry out its other obligations under the Contract in each case so as to affect materially and adversely the execution of the Contract;
- 18.1.5 has failed to achieve completion of Supply/Works within Delivery Schedule accordance with in PO/LOI/LOA/extended delivery period mutually agreed,
- 18.1.6 has failed to submit Contract performance bank guarantee within 15 days from date of Purchase Order.

then, the Employer may by giving notice to the Supplier and without prejudice to any other remedy under the Contract terminate the Contract and enter the Site and expel the Supplier there from but without thereby making the Contract void or releasing the Supplier from any of its obligations or liabilities which have accrued as at the date of termination of the Contract and without affecting the rights and powers conferred by the Contract on the Employer. Upon such termination the Employer may itself complete the Works or may employ any other Supplier to complete the Works at the risk and cost of the Supplier.

18.2 The Employer's right to terminate the Contract following the occurrence of the events or circumstances described in paragraphs 18.1.4 and 18.1.5 shall be subject to the Purchaser having first given the Supplier 15 days prior notice of its intention to terminate the Contract, during which period Supplier shall have failed:

- 18.2.1 in the case of Clause 18.1.4, to remedy or to take all reasonable steps to commence the remedy of the default; or

In the event the Supplier fails to perform the tests as mentioned in the Clause 18.1.4 and 18.1.3 of the Contract, the Supplier shall be given an opportunity to remedy the same by an advance written notice of 7 (seven) days, which can be extended up to 15 (fifteen) days, with the prior written consent of the Purchaser, from the date of receipt of notice of such default. However, in the case the Supplier failed to remedy



and perform the test during the said notice period it shall be considered as the Supplier's event of default

18.2.2 in the case of Clause 18.1.5, to achieve completion of Supply

- 18.3 Payment after Termination: Purchaser shall not be liable to make any further payments to the Supplier until the costs of execution and all other expenses incurred by the Purchaser in completing the Works have been ascertained (herein called the "Cost of completion"). If the Cost of completion when added to the total amounts already paid to Supplier as at the date of termination exceeds the total amount which would have been payable to the Supplier for the execution of the Works, the Supplier shall upon demand, pay to the Purchaser the amount of such excess. Any such excess shall be deemed a debt due by the Supplier to the Purchaser and shall be recoverable accordingly. If there is no such excess the Supplier shall be entitled to be paid only for the value of works executed till the date of termination. Advance paid if any shall be returned by Supplier in case of termination equivalent to undelivered portion of supplies.

19 TERMINATION

19.1 Cure Periods

If a Party considers that the other Party ("Defaulting Party") is in breach of any provision of the Contract, it may (without prejudice to any right of action or remedy that it may have) provide the Defaulting Party with a notice ("Default Notice") specifying the nature of the breach and a period of not less than 15 days, within which period (or such other extended period as may be agreed between the Parties) the Defaulting Party must remedy such breach to the satisfaction of the other Party.

- 19.2 Provided however that the provisions of Clause 19.1 above shall not apply to a delay in Delivery due to default, gross negligence or willful misconduct of the Supplier or failure of the Supplier to comply with the Delivery Schedule of the Contract or delay to pay due to default, gross negligence or willful misconduct of the Purchaser.

19.3 Termination by the Purchaser

- 19.3.1 Notwithstanding anything else in the Contract, upon Thirty 30 Business Days prior written notice, the Purchaser shall have a right to terminate the Contract in the following events:

- (i) A petition for the winding up of the Supplier has been admitted and a liquidator or provisional liquidator has been appointed, or an order of bankruptcy or an order for the winding up or dissolution of the Supplier has been made by a court/ appropriate Governmental Authority, of competent jurisdiction except voluntary liquidation for the purpose of amalgamation or reconstruction;



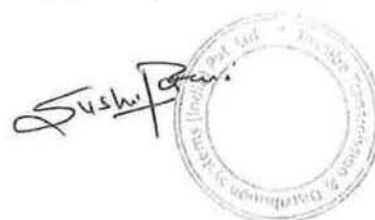
- (ii) Supplier has committed a material breach of the Contract;
- (iii) Any breach of any covenant, undertaking pursuant to the Contract;
- (iv) The inaccuracy or breach of any representation or warranty provided under the Contract; and
- (v) Violation of any Applicable Law/statutory or governmental regulations or obligations in relation to the any terms contained in the Contract

19.3.2. Termination for Purchaser's convenience

The Purchaser may at any time, terminate this Agreement for any reason by giving the Supplier a 30 (Thirty) Business Days' notice of termination that refers to this Clause 19.3.2 (*Termination for Purchaser's Convenience*). Upon receipt of the notice of termination under this Clause 19.3.2, the Supplier shall either immediately, or upon the date specified in the notice of termination:

- (a) cease performance of its obligations, except for such obligations, as the Purchaser may specify in the notice of termination;
- (b) terminate all contracts with its Sub-Contractors, except those to be assigned to the Purchaser pursuant to Clause 19.3.2(c)(ii) below to the extent they relate to performance of the discontinued portion of the obligations;
- (c) subject to the payment specified in Clause:
 - (i) deliver to the Purchaser the components of the Equipment that have been manufactured by the Supplier up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the Equipment as at the date of termination, and, as may be required by the Purchaser, in any contracts concluded between the Supplier and its Sub-Contractors (including all warranties provided by the Sub-Contractors); and
 - (iii) -Contractors and all rights to use Intellectual Property in relation thereto, for the period provided in Clause 17 (*Intellectual Property Rights*), as at the date of such termination.

19.3.3 In the event of immediate termination of this Agreement under Clause 19.3.2, the Purchaser shall accept such Equipment for which production would have been initiated as of date of termination as per the provisions of this clause. Payments by Purchaser to Supplier shall not in any event, exceed the Supply Price, as reduced by payments already made to the Supplier by the Purchaser or payments otherwise due and payable by the Purchaser:



- (a) the payments attributable to those components of the Equipment supplied by the Supplier as of the date of termination;
- (b) any amounts to be paid by the Supplier to its Sub-Contractors in connection with the termination of any contracts with the Sub-Contractors, including any cancellation charges payable in terms thereof; and
- (c) the cost of satisfying all other obligations, commitments and claims that the Supplier may in good faith have undertaken with third parties in connection with this Agreement and that are not provided for in 19.3.3(a) and 19.3.3(b) above.

Provided that any payments to be made by the Purchaser in terms of 19.3.3(b) and 19.3.3(c) above shall only be paid, upon the Supplier submitting documentary evidence to the satisfaction of the Purchaser, reflecting that:

- (i) such payments are due and payable by the Supplier to the Sub-Contractors pursuant to (b) or any other third party pursuant to 19.3.3(c) above; and
- (ii) the said components of the Equipment can neither be used or utilised by the Supplier or the Sub-Contractor or a third party, as the case may be, nor can be sold by the Supplier or the Sub-Contractor or a third party, as the case may be, to fulfil the requirements of any other third party.

19.4 Termination by the Supplier

19.4.1 Without prejudice to any of its other rights under the Contract, upon Thirty (30) Business Days, the Supplier shall have a right to terminate the Contract in the following events:

- (i) A petition for the winding up of the Purchaser has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Purchaser has been made by a court/appropriate Governmental Authority, of competent jurisdiction except voluntary liquidation for the purpose of amalgamation or reconstruction;
- (ii) Purchaser has committed a material breach of the Contract;
- (iii) Any breach of any covenant, undertaking pursuant to the Contract;
- (iv) The inaccuracy or breach of any representation or warranty provided under the Contract;
- (v) Violation of any Applicable Law/statutory or governmental regulations or obligations in relation to the any terms contained in the Contract; and
- (vi) Any assignment by the Purchaser in contravention of Clause 21 of the Contract.



19.5 Consequence of Termination

- a) In the event that the Contract is terminated under this Clause 19.3 (Termination by Purchaser for supplier default) the Supplier shall forthwith refund to the Purchaser, within 15 Business Days of the Termination of the Contract, any payments made to the Supplier in respect of the unsupplied Equipment.
- b) In the event that the Contract is terminated under this Clause 19.4 (Termination by the Supplier) the Purchaser shall pay the following amounts to the Supplier, within 15 Business Days of the Termination of the Contract:
 - i. An amount due to them for the Products already supplied;
 - ii. any amounts which the Supplier is required to pay as a cost towards raw materials, third party contractors etc., in relation to unfinished Products, and for which the Supplier can provide satisfactory documentary evidence for the cost incurred to the Purchaser,

20 CONFIDENTIALITY

- 20.1 The terms and conditions of the Contract and any non-public information (including without limitation technical, industrial, operational, financial and commercial information) exchanged by the Parties by virtue of the Contract shall be kept strictly confidential. The receiving Party shall use such documents and information ("Confidential Information") only as required for the full and complete performance of the Contract and shall limit the disclosure of such Confidential Information to (i) its employees or agents who have a need to know such Confidential Information for the performance of their obligations; (ii) its auditors in the framework of their ordinary auditing competences; or (iii) with respect to Purchaser, to its promoters, investors, shareholders, consultants and potential banks or registered financial institutions in connection with Purchaser obtaining loans, financing or capital contributions to fund the development of the Project, or (iv) with respect to Supplier, to potential subcontractors and suppliers in connection with Supplier's compliance of the obligations stemming from the Contract provided that as regards (i), (ii), (iii) and (iv) above, the recipients of the Confidential Information are to be bound in writing by confidentiality terms no less restrictive than those contained in the present provision.
- 20.2 The confidentiality obligation shall not apply to any disclosure (i) of information that is in or enters the public domain through no fault of the receiving Party; (ii) of information that was in the possession of the receiving Party prior to receipt under the Contract (unless such information was issued or received subject to a confidentiality obligation); or (iii) which is required by Applicable Law or order of any Government Authority; provided that the receiving Party shall give the other Party prior written notice of and an opportunity to object to such disclosure to the extent possible.

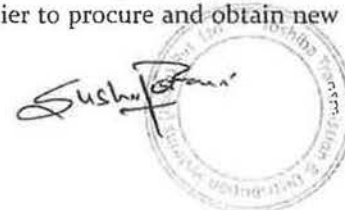


- 20.3 If either of the Parties learns of any misappropriation or misuse of the Confidential Information, it shall notify the other Party and shall reasonably cooperate with the other Party to prevent such misappropriation or misuse.
- 20.4 The receiving Party shall return to the disclosing Party all Confidential Information upon written request or upon expiration or termination of the Contract and shall certify in writing that it has done so.
- 20.5 This confidentiality Clause shall be binding on both the Parties for the term of the contract and two years post termination of the contract. If it comes to the knowledge or notice of either Party that the other Party is in breach of this Clause 20.5, it shall be at liberty to recover damages from the other Party for the Losses it shall directly and not indirectly incur as a consequence thereof.

21 ASSIGNMENT

- 21.1 Neither Party shall assign its rights and obligations or sub-contract its obligations under the Contract other than as expressly provided in this Clause ~~22~~ without the prior written consent of the other Party. ²¹
- 21.2 Notwithstanding anything to the contrary in the Contract, either Party shall be entitled to assign to its Affiliates any or all of its rights and obligations under the Contract.
- 21.3 The rights of assignment under Clauses ^{21.2} ~~22.2~~ shall be exercised only where the assigning Party remains liable as the principal obligor for the performance of the assigned obligations by its Affiliate(s).
- 21.3 The Purchaser shall have the right to assign or transfer its rights and/or obligations under this Contract in favour of any Lenders with consent from supplier out-requiring any prior written consent from the Supplier. The Purchaser may also assign this Contract or any of the rights and obligations under this Contract to its Affiliates, subsidiaries or shareholders (owning minimum 26% equity shareholding in the Purchaser), having the financial capacity to discharge the obligations of the Purchaser under this Contract by executing a novation agreement.
- 21.4 If the other Party requires, the assigning Party shall certify to the other Party the capability of the entity accepting the assignment as an Affiliate of such assigning Party and to fulfil all such obligations under the Contract.

In the event that the Purchaser exercises its right to assign its rights and obligations under the Contract and such assignment requires the Supplier to procure and obtain new



Governmental Approvals, originally obtained in the name of the Purchaser, in the name of the assignee, for performance of its obligations hereunder, the Parties shall mutually discuss the extent of extension of time and the Purchaser or the assignee, as the case may be, shall bear any additional costs in procuring these Government Approvals in the name of the assignee.

22 GOVERNING LAW

The Contract shall be governed by the Laws of India and courts in Delhi shall have exclusive jurisdiction in case of disputes.

22.1 Dispute resolution

22.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.

22.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

22.2 Arbitration

22.2.1 Any Dispute which is not resolved amicably, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 22.2.2. Such arbitration shall be held in accordance with the Arbitration and Conciliation Act 1996 or any statutory amendment thereof. In such case the rules of International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties shall apply. The seat & venue of such arbitration shall be exclusively New Delhi, and the language of arbitration proceedings shall be English.

22.2.2 The Parties shall mutually decide a sole arbitrator. In the event the Parties fail to agree upon a sole arbitrator within 30 (thirty) days from the end of mutual discussions, there shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

22.2.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 22.2 shall be final and binding on the Parties as from the



date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

22.2.4 The Parties agree that an Award may be enforced against the relevant Party and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

22.3 Binding Nature

The Parties hereby agree that the arbitral award shall be final and binding on the Parties and the Parties undertake to comply with such order irrespective of any appeal that may be filed against it. The arbitrator shall give a reasoned and speaking award in writing.

22.4 Others

22.4.1 The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to the Contract.

22.4.2 The Parties shall have the right to seek injunctive relief from a court of competent jurisdiction, both before and after the arbitrators have been appointed, at any time up until the arbitrators have made their final award.

22.4.3 Each Party shall pay the expenses of the arbitration in accordance with the Rules and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be a present or former employee or agent of, or consultant or counsel to, either Party or any Affiliate of either Party, or in any way related or closely connected with the promoters, partners, or beneficiaries of the Parties.

23 Suppliers Documents

23.1 Supplier's Documents shall comprise the documents specified in Schedule [--] (Supplier's Documents). Supplier's Documents shall be written in English language for communications.

23.2 Supplier shall provide all Supplier's Documents to the Purchaser at no additional cost.

23.3 If the Purchaser's Requirements describe Supplier's Documents which are to be submitted to Purchaser for review, they shall be submitted accordingly, together with a notice as described below in sets of 1 (one) hard copy and clear scanned copy. In the following provisions of this Clause 23.3 (Supplier's Documents), (i) "review period" means the period required by Purchaser for review, and (ii) "Supplier's Documents" exclude any documents which are not specified as being required to be submitted for review.



- 23.4 Unless otherwise stated in the Purchaser's Requirements, each review period shall not exceed 10 (ten) Business Days, calculated from the date on which Purchaser receives a Supplier's Document (preferably in hard copy) and Supplier's notice. This notice shall state that Supplier's Document is considered ready, both for review in accordance with this Clause 23 (Supplier's Documents) and for use. The notice shall also state that the Supplier's Document complies with the Contract, or the extent to which it does not comply.
- 23.5 Purchaser may, within the review period, give notice to Supplier that it accepts the Supplier's Document or, otherwise, provide any comments and request for changes it may have in order to make the Supplier's Document consistent with Contract and the Purchaser's Requirements. The Supplier's Document will be deemed to have been accepted if no response is received from the Purchaser within 10 (ten) Business Days from the date of receipt of the relevant complete Supplier's Document by the Purchaser.
- 23.6 If an Supplier's Document so fails to comply, it shall be rectified and resubmitted at Supplier's cost and shall be re-submitted for approval and Purchaser shall respond to the same within 7 (Seven) Business Days of the receipt of the Supplier's Document as per the procedure provided in the paragraph above. The above procedure for review and approval shall be followed till such time that the relevant portion of Supplier's Document is not approved by the Purchaser. If Supplier proceeds with any part of the Supply having received a notice from Purchaser that states that any of Supplier's Documents fails to comply with the Contract, then all resulting delays and additional Cost incurred by Supplier and Purchaser are the sole financial responsibility of Supplier.
- 23.7 For avoidance of doubt, it is clarified that review of designs undertaken by the Purchaser shall not relieve the Equipment Supplier of any of its obligations under this Contract.



24. GENERAL PROVISIONS

24.1 Survival

The provisions of Clause 5 (Liability), Clause 10.8 (Termination for Prolonged Force Majeure), Clause 3.11 (Warranties), Clause 14.1 (Indemnities), Clause 15 (Intellectual Property Rights), Clause 16 (Representations and Warranties), Clause 19 (Termination), Clause 20 (Confidentiality), Clause 22 (Governing Law), Clause 22.1 (Dispute Resolution), Clause 24.1 (Survival), Clause 24.3 (Business Ethics) and other representations, warranties, covenants and provisions contained herein that by their nature survive, shall survive the termination or expiration of this Purchase Order.

24.2 Waiver

The failure by either Party at any time to enforce any of its powers, remedies or rights under the Contract will not constitute a waiver of such powers, remedies or rights or affect the Party's rights to enforce those powers, remedies or rights at any time. Nor does any single or partial exercise of any power, remedy or right preclude any other or further exercise of it or the exercise of any other power, remedy or right under this Purchase Order. No waiver shall be effective unless in writing and duly executed by the representatives of the parties hereto.

24.3 Business Ethics

24.3.1 All activities and transactions performed by the Parties under the Contract shall be carried out in a proper and truthful manner, and any records or documents relating to such activities and transactions shall contain a true and proper account of the facts and circumstances pertaining thereto.

24.3.2 Compliance with Anti Bribery Laws:

The Supplier, its directors, officers, employees and agents shall at all times comply with all applicable anti-corruption laws and regulations in []. The Supplier, its directors, officers, employees and agents shall at all times must comply with all applicable anti-corruption laws and regulations including Indian Prevention of Corruption Act, 1988 ("PCA"), United States Foreign Corrupt Practices Act, 1977 ("FCPA"), and the United Kingdom Anti-Bribery Act, 2010 ("Anti-Bribery Act") which primarily requires that;

In connection with any transaction the Parties shall not, and shall cause their representatives not to, pay, promise to pay or authorize the payment of any money

or anything of value (including, without limitation, any gifts or entertainment),



directly or indirectly, to any governmental official or private individual for the purpose of or where there is a likelihood of:

- influencing any act or decision of any such governmental official or private individual
- inducing such governmental officials or private individual to do or omit to do any act in violation of his or her lawful duty, or
- inducing such governmental officials or private individual to use his or her influence

The Supplier also confirm that all government interactions required for Purchaser's business would be conducted directly by the Supplier. In the event that the Supplier need to retain any subcontractor for any government interaction specifically for the Purchaser's business, then they shall ensure and confirm that all such government interactions by subcontractors would be conducted under the supervision of the Supplier and that such government interactions would comply with the Purchaser's code of conduct and policies.

The Supplier shall keep a written record of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of the Purchaser or out of funds provided by Purchaser. The Supplier shall furnish a copy of this record to the Purchaser upon request.

Failure to comply in full with these obligations shall be grounds for immediate termination of any contract or other arrangement between the Purchaser and the Supplier without payment

by, or other recourse against, the Supplier or the Purchaser, including with respect to any fees or other sums already incurred in the course of the engagement or in connection with performance of the Agreement.

The Supplier also hereby represents and warrants to the Purchaser that it:

- a) has the capability to perform the specified tasks;
- b) will comply in full with the Purchaser's code of conduct in connection with any activities for, in the name or on behalf of the Purchaser;
- c) has implemented, sufficient internal systems and controls to ensure compliance with the Purchaser's code of conduct or is implementing enhancements sufficient to establish such systems and controls;
- d) has a reputation for honesty, quality, and integrity in the business community;
- e) does not have any business connections to any government official, which might provide undue business advantage; and



- f) has not been the subject of any litigation, government investigation or enforcement action, or press accounts involving allegations of fraud, bribery, or similar misconduct.

Audit Right

The Supplier shall, until 5 (five) year from the completion of Supply of the products supplied under the Contract:

- a) keep and maintain accurate and systematic accounts and records in respect of the after sales services provided, in accordance with generally accepted accounting principles of India and in such form and detail as will clearly identify all relevant charges and costs, and the bases thereof; and
- b) Permit the Purchaser or its designated representative periodically to inspect the same and make copies as required under the law as well as to have them audited by auditors appointed by the Purchaser.

24.4 Severability

If any provision of the Contract is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction be severed from the Contract and be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of the Contractor affecting the validity or enforceability of that provision in any other jurisdiction.

24.5 Further assurance

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them to carry out and give full effect to the Contract and the rights and obligations of the Parties under it.

24.6 Attorneys

Each attorney who executes the Contract on behalf of a Party declares that the attorney has no notice of the revocation or suspension of the power of attorney / other document evidencing due authorization under the authority of which the attorney executes this Purchase Order.

24.7 Costs

Each Party must bear and is responsible for its own costs in connection with the negotiation, preparation, execution, and performance of this Purchase Order.



24.8 Headings and Titles

The headings and titles in the Contract are for convenience only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Purchase Order.

24.9 Partnership

The Contract is entered into between the Parties on a principal to principal basis and nothing contained in the Contract shall constitute or be deemed to constitute a joint venture, employer employee relationship and /partnership between the Parties, and no Party shall hold itself out as an agent for the other, except with the express prior written consent of such other Party.

The Contract is the result of a joint draft of the Parties and any rule of contra preferentem (i.e. interpreting contracts against a Party primarily responsible for drafting the GCC) shall therefore not be applicable.

24.10 Counterparts

The Contract may be executed in 2 (two) number of counterparts and all of those counterparts taken together will be deemed to constitute the same instrument.

25 Precedence of documents:

The following documents along with respective amendments, if any, shall form integral part of the Purchase Order and wherever there is a contradiction in certain provisions contained into documents the following Purchase Order of precedence shall be applicable:

- a) Purchase Order read in conjunction with its amendments, if any.
- b) Special Terms and Conditions.
- c) General Terms and Conditions.
- d) Technical Specifications.





LETTER OF AWARD

Ref. no. LOA-Supply/GTL/RTM/GE/SS/2024-25

10th May'2024

M/S. GE T&D India Ltd.
T-5 & T-6, Plot No. 14
Axis House, Jaypee Wishtown
Sector-128, Noida
Noida, Uttar Pradesh-201304

Mob.: +91 9958095064

E-mail: asheesh.srivastava@ge.com

Kind Attn.: Kind Attn: Mr. Asheesh Srivastava (Sr. Sales Staff Manager)

References:

- I. Our Request for Quotation (RfQ) vide e-mail dated 01.02.2024 along with Techno-Commercial Documents.
- II. Letter of Award (LOA) Ref No. LOA/GADAG/SUBSTATION/02 dated 17th March'2022 for Gadag (Phase-I).
- III. Tender RFQ received from M/s Renew Power vide email dated 02.02.2024
- IV. Pre-Bid Query submitted by GE vide email dated 20.02.24.
- V. Pre-Bid Meeting between GE & M/s Renew team dated 22.02.24.
- VI. AutoCAD layout received from M/s Renew vide email dated 27.02.24.
- VII. Pre-Bid Query Reply received from M/s Renew vide email 29.02.24.
- VIII. M/s Renew reply on GE submitted technical offer 29.03.24.
- IX. Meeting between GE & M/s Renew team dated 03.04.24.
- X. GE Reply on Resolution sheet vide email dated 05.04.24.
- XI. M/s Renew reply vide email dated 09.04.24.
- XII. Final Resolution Meeting between GE & Renew team dated 16.04.24.
- XIII. GE confirmation and Sign Stamp on Final Resolution Sheet with revised layout for both
- XIV. Koppal and Gadag site vide email dated 18.04.24.
- XV. GE revised price proposal vide: OP24021419078 Dtd. 18.4.24.
- XVI. GE final price proposal vide: OP24021419078 Dtd. 22.4.24.
- XVII. GE price break-up proposal vide: OP24021418893 Dtd. 22.04.24.
- XVIII. Final Resolution Sheet on commercial points vide email dated 25.04.24 and 26.04.24.

Subject: Letter of Award (LOA) for Design, Engineering, Manufacturing, Testing at Manufacturer's work, Supply of Substation Material/Equipment including Mandatory Spares, Packing & Forwarding, Transportation including Transit Insurance up to the respective Site Stores in all respect for Bay Extension works of 400/220 kV Gadag Substation under Gadag Transmission Limited (RTM-Project).

Dear Sir,



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

ReNew

This is with reference to above mentioned correspondences regarding the subject requirement, we are pleased to release this Letter of Award (LOA) for Design, Engineering, Manufacturing, Testing at Manufacturer's work, Supply of Substation Material/Equipment including Mandatory Spares, Packing & Forwarding, Transportation including Transit Insurance up to the respective Site Stores in all respect for Bay Extension works of 400/220 kV Gadag Sub-station under Gadag Transmission Limited (RTM-Project).

It may please be noted that any clause, conditions or terms of part thereof in Contractor's offer which is inconsistent with terms stated herein under shall be void and have no force and effect unless specifically approved or agreed by Purchaser/ Owner.

All the terms and conditions other than those listed in this Contract shall be as per our enquiry documents and subsequent correspondences exchanged as referred above together with enclosed all Annexures of this Contract. In case of any ambiguity in the documents, the later document shall prevail.

The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the LOA/Contract Price, which shall cover all its obligations under the LOA/Contract.

1. SCOPE OF WORK

- 1.1 The scope of work for the package covers Design, Engineering, Manufacturing, Testing at Manufacturer's work, Supply of Substation Material/Equipment including Mandatory Spares, Packing & Forwarding, Transportation including Transit Insurance up to the respective Site Stores in all respect for Bay Extension works of 400/220 kV Gadag Sub-station under Gadag Transmission Limited (RTM-Project).
- 1.2 The detailed scope of work and technical specification shall be as per Tender documents/RFP documents & subsequent Amendment, if any of this Project and correspondences exchanged as referred above, together with enclosed specific agreed points and various other annexures as accepted and recorded in the Contract. In case of any ambiguity in the order of precedence of documents, the later document shall prevail. Any deviation on tender documents shall not be accepted.
- 1.3 The Contract value includes all other miscellaneous items such as T&P and Other consumables required for safe, trouble free, normal operation and successful commissioning of the Elements (unless specifically excluded in this Contract). Such Supplies shall not be a cause for delay or reason to seek extension of time from Purchaser, by the Contractor.
- 1.4 The Contractor's obligation under the Contract covers providing of all required items and materials required for completion of such works/facilities performance of testing activities, quality assurance, transportation, transit insurance in accordance with the technical specifications, drawings, plans, procedures, codes & standards, Safety Compliances and any other documents specified in the Contract.
- 1.5 The Contractor shall carry out the subject works including providing of all required items and materials, tools, plants, equipment, all labors required for completion of such works/facilities. The Contractor's obligation under the Contract covers performance of testing activities, quality assurance, transportation, installation and associated services in accordance with the technical



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699





specifications, drawings, plans, procedures, codes & standards and any other documents specified in the Contract.

1.6 The Contractor shall execute all works/facilities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining completion of the works/facilities as if such works/facilities were expressly mentioned in the Contract. The Contractor shall not be eligible for any extra payment in respect of completion of such works/facilities, which are needed for the safe operation of the works/facilities as required by the applicable codes & standards as per Contract, though they may not have been included specifically, in the Contract.

1.7 All necessary machinery, equipment, tools & tackles, labor, etc. with skills and diligence shall be in Contractor's scope.

1.8 Supply schedule shall be finalized during L2 schedule and same shall be aligned with civil and erection schedule.

2. Exclusions from Contractor's scope of Work

2.1. Exclusions from the Contractor's Scope of Work: Supply of Power Transformer.

2.2. Geotechnical Investigation.

2.3. Land Development Works.

3. Effective Date:

3.1. "Effective Date" shall be the date of release of LOA (10th May'2024).

4. Completion Period

4.1. The total completion period in all respect for Bay Extension Works of 400/220 kV Sub-station shall be within 12 months from the effective date.

4.2. M/s. ReNew will handover encumbrance free fairly graded land progressively without impacting the work front.

4.3. The completion of Works/ Facilities including all deliveries as per schedule is the essence of the Contract and if the Works/ Facilities are not completed within the stipulated completion period, Owner will be at liberty to get the Works/ Facilities done by any other means at the Contractor's risk and cost. Purchaser shall give in writing a cure period of 15 days before taking this decision of execution by other party at the risk & cost of the Contractor.

4.4. Any letter or minutes of the meetings with reference to expediting the Works/ Facilities shall not be construed as revision in Completion Period.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurgaon-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



4.5. Purchaser shall give in writing a cure period of 15 days before taking this decision of execution by other party at the risk & cost of the Contractor.

5. Contract Price:

5.1 The LOA/contract price for the entire scope of work/facilities as mentioned above shall be **Rs.13,72,67,032 (Rupees Thirteen Crore Seventy-Two Lakh Sixty-Seven Thousand Thirty-Two Only)** including Packing & Forwarding (P&F), Freight & Transit Insurance (F&TI) Charges, Erection, Testing & Commissioning and all taxes & duties is as per below table:

Table: Break-Up of Prices:

Sr. No.	Description	Total Lumpsum Contract Price (INR)
1	Total Supply price including packaging & forwarding and Freight & Transit Insurance up to designated site stores	11,00,62,677
2	Total Price for Supply of Mandatory Spares	62,65,316
3	Total Contract Price Excluding GST	11,63,27,993
4	GST shall be paid extra at actuals (Present rate of GST is 18%)	2,09,39,039
5	Total Contract Price with Taxes & Duties	13,72,67,032
In Words: Rupees Thirteen Crore Seventy-Two Lakh Sixty-Seven Thousand Thirty-Two Only		

BOCW & other taxes shall be extra as applicable at actuals.

5.2 The detailed break-up of above lump sum prices (Supply Price, freight & transit insurance, ceiling limits of applicable taxes & duties and Services etc.) in the form of BBU shall be submitted by Contractor for Purchaser vetting/approval for billing purposes. All billing shall be done as per approved BBU only.

6. Price Basis:

6.1 Unit Prices" for all equipment /materials/services shall remain FIRM and no price adjustment shall be applicable for these components for the duration of the Contract

6.2 Item-wise detailed break-up (including break-up for lot items) for supply shall be submitted by Contractor as per Price Schedule only.

7. Security:

7.1 The Contractor shall provide the Securities specified below in favour of the Purchaser at the times, and in the amount, manner and form specified below.

7.2 All the Bank Guarantee shall be submitted by the Contractor as per the jointly agreed format.

7.3 All Bank Guarantees shall have the provision of assignment per resolution between Purchaser & Contractor.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



7.4 In case any extension is granted to the Contract, the validity of the BGs shall be extended accordingly.

7.5 It is the responsibility of the contractor to ensure that BG remain valid at all times including but not limited to completion schedule. Purchaser shall issue BG extension request letter to the contractor 14 (fourteen) days before expiry of BG. In case, Contractor fails to extend the BG within 15 days before validity date, Purchaser shall send the same for encashment without any prior intimation to the contractor.

7.6 The parties agree that the bank guarantee shall be issued by the issuing Bank in favour of the Purchaser/Owner which shall be entitled to invoke the same in case of default by the Contractor of its obligations under the Contract.

8. Advance Payment Security

8.1 **For Supply:** The Contractor shall submit a Performance Security (PS) as a security for performance of the Items/Materials & Equipment upon Delivery completion of Works/ Facilities in the form of a Performance Bank Guarantee (PBG) for 10% of the Contract Price (equivalent to retention/balance payment) having validity 60 days beyond the Defect Liability Period.

9. Payment Terms:

9.1 10% of the Contract Price of Works / Facilities (excluding Taxes & Duties) shall be paid as an interest free advance within 30 days from the date of receipt of necessary documents from the Contractor as mentioned below;

- 9.1.1 Unconditional acceptance of the LOA
- 9.1.2 Invoice
- 9.1.3 Advance Bank Guarantee (ABG) of equivalent amount having validity till the end of successful Delivery/ Completion of entire Work/ Facilities under the contract with a claim period of 60 days beyond validity.
- 9.1.4 CPBG of 10% of the Contract Price having validity till successful completion of work/facilities with a claim period of 60 days beyond validity.
- 9.1.5 L2 Schedule duly approved by Owner/Purchaser.

9.2 80% of the contract price along with 100% applicable T&D and F&TI Charges shall be paid on pro-rata basis as per mutually agreed billing schedule through 60 days LC (30 days interest on Supplier's account & 30 days interest on Purchaser's account) and upon submission of following documents:

(30 days interest on Supplier's account shall be calculated from the date of Dispatch/LR)

- 9.2.1 Bill of Exchange for submission of invoice
- 9.2.2 Invoice (Original + 2 copies)
- 9.2.3 Copy of LR/GR/RR
- 9.2.4 Packing list
- 9.2.5 Manufacturers Guarantee certificate of Quality
- 9.2.6 Factory Test Reports/Test certificate wherever applicable



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

- 9.2.7 Material Dispatch Clearance Certificated issued by Purchaser
- 9.2.8 e-Way Bill
- 9.2.9 Copy of Insurance Policy/Copy of Insurance Certificate
- 9.2.10 The advance released & retention shall be adjusted on prorata basis while making respective.

9.3 The advance released & retention shall be adjusted on prorata basis while making respective payments.

9.4 5% of the Contract Price (excluding T&D and F&TI Charges) of Works/Facilities shall be paid within 30 days after Commissioning Subject to completion of scope of work, through direct Payment (RTGS/NEFT/DD) upon submission of following documents by Contractor;

- Commercial Invoice along with the Performance Bank Guarantee (PBG) for the faithful Performance of the Works/ Facilities of equivalent amount having validity 60 days beyond DLP.
- Work Completion & Commissioning Certificate issued by Purchaser/Owner.

9.5 In case, Commissioning of Substation is delayed 45 days beyond scheduled Commissioning date after readiness for Commissioning. Due to reasons not attributable to GE, 5% payment against Commissioning milestone shall be released after 60 days subject to completion of Contract Scope.

9.6 Balance 5% of the Contract Price (excluding T&D and F&TI Charges) of Works/Facilities shall be paid within 30 days of 'Taking Over' or within 90 days, in case taking over is delayed beyond 45 days from the date of Commissioning due to reasons not attributable to the Contractor, whichever is earlier through direct payment (RTGS/NEFT/DD) upon submission of following documents by Contractor;

- Commercial Invoice along with the Performance Bank Guarantee (PBG) for the faithful Performance of the Works/ Facilities of equivalent amount having validity 60 days beyond DLP.
- Submission of All As built drawings and O&M manuals in 6 Set Hard and 2 Sets Soft copy
- No Claim certificate and 'Certificate for Release of Final Payment' Indemnity Bond issued on Rs Hundred (100) Rupees Judicial Stamper paper to indemnify the Purchaser/Owner from all claims, statutory, legal obligations

9.7 For Spares: 100% payment shall be released within 60 days on dispatch through LC as mentioned above.

10. Liquidated Damage:

As "TIME IS THE ESSENCE OF THE CONTRACT" Purchaser shall be entitled to levy liquidated damages as follows:



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



- 10.1 In the event of delay in completion of the works/facilities under the scope of the Contract due to the reasons attributable to the contractor, the contractor shall be liable to pay LD @ 1% Of the basic price of contract for each completed week of delay or part of thereof subject to maximum of 10% of the basic price of undelivered contract. No other LD/penalty shall be applicable elsewhere mentioned in contract.
- 10.2 The amount of liquidated damages so recoverable shall be as per the aforesaid ceiling and shall not prejudice the contractor's other liabilities under the Contract in any manner.
- 10.3 LD payable by the Contractor shall be deducted by Purchaser from outstanding payments due to the Contractor.
- 10.4 The above will; however, not absolve the Contractor from completing the balance supplies and will also not in any way prejudice the other rights of the Purchaser to get the Work completed through other agency at the Contractor's risk and cost.
- 10.5 Any correspondence or minutes of the meetings and/or acceptance of delayed completion shall not be construed as waiving of LD.

11. Defect Liability Period:

- 11.1 The Defect Liability Period shall be for a period of 12 (twelve) months from the Date of Commissioning or 18 (eighteen) months from the date of receipt of the last consignment (item required for successful commissioning) at respective Site, whichever is earlier.
- 11.2 At the end of the Defect Liability Period, the Contractor's liability ceases except for Latent "Latent Defects" are inherent defect in design, workmanship or material which have surfaced after the Defect Liability Period and which could not be found during normal checking and which may hinder or endanger the normal operation of equipment. Contractor will make good such defect which shall appear during Latent Defect Period in case such defect is noticed to Contractor within 30 (thirty) days after it shall be first noticed by the Purchaser/Owner.
- 11.3 The provision of latent defects as above shall be applicable up to the end of 5 (Five) years period after the completion of Defect Liability Period.
- 11.4 Any defective parts or component of supplies have been remedies by the Contractor either way of repair or replacement shall be further warranted by the Contractor for the period of 12 (Twelve) Months from the date of such correction effected and accepted by the Purchaser/Owner Representative provided that in no event shall warranty obligation go beyond 24 months from start of original warranty commencement date.

12. Quantity Variations:

- 12.1 Since, this is a lump sum job, any items/services under the LOT can vary up to any extend without any price implication to Purchaser/Owner within the agreed scope of work.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

- 12.2 The BoM for LOT item is tentative and may vary as per actual requirement at site without ceiling and the same shall be supplied/erected by the contractor without any price implication to Owner/Employer.
- 12.3 The Contractor shall submit the detailed Billing Breakup Schedule (BBU) for review and approval of the Purchaser/Owner.
- 12.4 The BBU shall be for invoicing and payment purpose only. During the execution of the Contract, the BBU shall be revised from time to time with the approval of the Purchaser/Owner, however, without any increase/decrease in the Contract Price unless & until there is a change in the Scope of Works.
- 12.5 During execution, if there is any item/material/services required to complete the work within the said scope of work, the same shall be supplied/erected by the contractor without any price implication to Employer.
- 12.6 This being a lump-sum turnkey contract no variation on any item & quantities are either payable or recoverable. In case during the course of execution the quantities brought by Contractor exceeds by the overall required quantities against completion of scope in all respect. Any excess & balance material shall be GE property & same shall be took back from site w/o any documents /invoice along with the approval of project In-Charge.

13. Other Specific Terms:

- 13.1 All the material/services shall comply with mutually agreed Technical documents.
- 13.2 It shall be responsibility of the Purchaser to obtain the necessary approvals of the statutory authorities as may be required in all respect of as called for under Indian Electricity Rules/CEA Guideline / State Electrical Inspector Office Guideline. Purchaser shall provide all requisite help as may be required in their role as Purchaser to facilitate the approvals of various statutory requirement.
- 13.3 Verification of material received at site shall be done in presence of contractor and replenishment of any shortage & damaged materials shall be to the account of the Contractor without any cost implication to the Owner/Purchaser within 30 days from the date of receipt of material.
- 13.4 As confirmed by Contractor for the agreed scope of work is in line with the RFP requirement.
- 13.5 All the items/Equipment to be directly supplied by Contractor or to be supplied by Contractor through third parties under this project should have valid type test report. In case, fresh type test is required, the same shall be performed without affecting the scheduled completion period and without cost implication to the Purchaser.
- 13.6 Contractor confirmed that they have considered all the items & the quantities in their contract prices in line with the project requirement as per RFP document for completion of all works/Facilities of the said scope of works/facilities in all respect



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City, Phase-1, Gurgaon-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

- 13.7 Construction power will not be made available by the Purchaser/Owner and the Contractor shall make its own arrangement for the same without any price implication to Purchaser.
- 13.8 Construction water will not be made available by the Purchaser/Owner and the Contractor shall make its own arrangement for pumping and transport of water to the site along with suitable storage arrangement without any price implication to Purchaser.
- 13.9 Contractor shall Mobilization at Site as per agreed mobilization schedule.
- 13.10 No claim certificate and Certificate for release of Final Payment: For releasing final payments, "No Claim certificate" on Rs. 100/- Stamp Paper and "Release & certificate of Final payment" on Contractor's letter head needs to be submitted by the Contractor along with its final payment bills. Format of the same shall be provided by the Purchaser.

14. Transit Insurance:

- 14.1 Since the prices are inclusive of Transit Insurance, the same shall be arranged by the Contractor. The Contractor shall be fully responsible for all loss/ damages etc. during loading, transit and unloading of Goods at site and the Purchaser will be fully indemnified against such loss/ damages.

15. Other Insurance:

- 15.1 The Contractor shall be responsible to take Workman Compensation Policy (WC), Plant & Machinery and Motor Vehicle Insurance, Third party Insurance and other applicable Insurances for an amount commensurate with its scope and the Contract Value. Copies of the same shall be submitted to Purchaser within thirty (30) days from the date of LOA. In the event, Contractor finds the amount or terms of insurances to be inadequate, Contractor shall immediately rectify the same to the satisfaction of Purchaser. Purchaser shall be a co-insured in all these insurances.
- 15.2 Erection All Risk Insurance including for the Free issue materials by Purchaser shall be in Contractor's scope, beneficiary shall be the Purchaser.

16. Delivery and Work Completion Certificate:

- 16.1 The Contractor shall inform Purchaser in writing on delivery of materials at site as assigned in the LOA and requests for Delivery/completion of materials Completion Certificate. Delivery/completion at the Works/ Facilities. Completion Certificate shall be issued by Purchaser's Project Manager when the Works/ Facilities are completed fully to the satisfaction of Purchaser after taking into consideration of all Tests (if any) and pre-& post qualification and acceptance criteria.

17. Terminations:

- 17.1 In the event of termination of the Contract under relevant GCC clause (termination of convenience by owner), the Owner shall pay to the Contractor the following amounts:



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

- 17.1.1 The Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination including items supplied / under manufacturing / ready for inspection or dispatch, dispatched / services completed/ under construction for this contract i.e. extension works at Gadag upon mutual discussions with both parties.

18. Other Terms and Conditions:

- 18.1 All other GENERAL CONDITIONS OF CONTRACT (GCC) shall be as per GE earlier purchase order No. 4100018214 dated 19.09.2022.

All other terms and conditions for the above scope of work/facilities shall be mentioned in the General Conditions of Contract (GCC), Erection Conditions of Contract (ECC), Special Conditions of Contract (SCC), RFP documents and various correspondences exchanged as referred above.

The LOA is issued to the Contractor in duplicate with a request to return the duplicate copy duly signed and stamped as a token of having accepted the LOA and agreed the terms and conditions mentioned above. If the acceptance or any comments are not received within 07 (Seven) days from the date of the LOA, the same shall be automatically deemed as accepted by the Contractor.

For, Gadag Transmission Limited	Accepted by For, GE T&D India Pvt. Ltd.
 Authorized Signatory	Authorized Signatory



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

Bidder Name: M/s. GE T&D India Pvt. Ltd.		Project: Design, engineering, Manufacturing, Testing, Supply including Mandatory Spares Freight & Insurance and Civil, Erection, Testing & commissioning for Bay Extension works at 400/220kV Gadag & Koppal Extension Sub Station		
S.No.	Description	Bidder's Deviation	Resolution dated 23.04.2024 between M/s. Renew Power & M/s. GE Final Resolutions	Bidder's Reply (M/s. GE) Meeting dated 25.04.24
1	Confirmation on Scope of Work	Noted by GE in line with Final Resolution sheet between GE & M/s Renew dated 16.04.24, GE Reply with revised layout submission dated 18.04.24 and correspondence till date.	Noted, Point Closed	Point Closed.
2	Confirmation on Completion Period			
2.1	12 Months from the date of LOA	12 months from date of handing over encumbrance free levelled land within 15 days from date of LOA by M/s Renew. If handing over of the land is delayed beyond 15 days then the contractual completion period shall be shifted accordingly.	Completion schedule will be 12 months from the effective date/release of LOA. M/s. Renew will handover encumbrance free fairly graded land progressively without impacting the work front. Point Closed	Noted, however the bay wise civil work front availability to be captured during kick-off meeting between both parties as per 1.2 schedule submitted by GE.
3	Confirmation on following terms & conditions as per tender documents			
3.1	Payment Terms	<u>Advance Payment for Supply:</u> (i) 10% advance of basic LOA/PO value against ABG within 07 days from BG receipt of ABG shall be reduced on quarterly basis, ABG shall be released on adjustment of advance and CPBG for 10% of the Basic LOA/PO along with Invoice and acceptance of LOA. <u>Advance Payment for Service:</u> (i) 10% advance of basic LOA/PO value against ABG within 07 days from BG receipt of ABG shall be reduced on quarterly basis, ABG shall be released on adjustment of advance and CPBG for 10% of the Basic LOA/PO along with Invoice and acceptance of LOA. Other percentage and milestone for payment (Supply+Services) shall be as per: (i) PO Number-4100018214-Supply PO-GE T&D-Gadag & 4300038381-Service PO-GE T&D-Gadag. (ii) PO Number-4100015088-Supply PO-GE T&D-Koppal & 4300038576-Service PO-GE T&D-Koppal.	<u>Advance Payment for Supply:</u> (i) 10% advance of basic LOA/PO value shall be released within 30 days of submission of LOA acceptance, ABG, CPBG. ABG shall be reduced on quarterly basis and it shall be released on adjustment of advance. <u>Advance Payment for Service:</u> (i) 10% advance of basic LOA/PO value shall be released within 30 days of submission of LOA acceptance, ABG, CPBG and site mobilization. ABG shall be reduced on quarterly basis and it shall be released on adjustment of advance. <u>Other percentage and milestone for payment (Supply+Services) shall be as per:</u> (i) PO Number-4100018214-Supply PO-GE T&D-Gadag & 4300038381-Service PO-GE T&D-Gadag. (ii) PO Number-4100015088-Supply PO-GE T&D-Koppal & 4300038576-Service PO-GE T&D-Koppal. Point Closed	Noted. Point closed Considering the duration of project, request to release advance for service along with supply advance. Noted. Point Closed
3.2	Mode of Payment	(1) Confirmed in line with PO reference Renew Gadag Greenfield project under execution by GE (PO Number-4100018214-Supply PO-GE T&D-Gadag & 4300038381-Service PO-GE T&D-Gadag). (2) Confirmed in line with PO reference Renew Koppal Greenfield project under execution by GE (PO Number-4100015088-Supply PO-GE T&D-Koppal & 4300038576-Service PO-GE T&D-Koppal).	Noted, Point Closed.	Point Closed
3.3	Price Basis & Validity	Price Basis- Firm Price validity- Till 24-04-2024.	Noted, Point Closed	Price Basis- Firm Price validity- Till 30-04-2024.
3.4	Liquidated Damages (LD)	In the event of delay in completion due to the reasons attributable to the Contractor, the Contractor shall be liable to pay LD @ 0.5% of the Basic Price for each completed week of delay or part thereof subject to a maximum of 5% of the Basic Price of undelivered contract. No other LD / penalty shall be applicable elsewhere mentioned in contract.	In the event of delay in completion due to the reasons attributable to the Contractor, the Contractor shall be liable to pay LD @ 1% of the Basic Price for each completed week of delay or part thereof subject to a maximum of 10% of the Basic Price of undelivered contract. No other LD / penalty shall be applicable elsewhere mentioned in contract. Point Closed	Noted, Point Closed



4	Other Terms & Conditions	All other terms and conditions except for below mentioned three points against SI no 4.1, 4.2 & 4.3, shall be as per Renew Gadag and Koppal Greenfield project under execution by GE for Supply & Services. (i) PO Number-4100018214-Supply PO-GE T&D-Gadag & 4300038381 Service PO-GE T&D-Gadag (ii) PO Number-4100015088-Supply PO-GE T&D-Koppal & 4300038576 Service PO-GE T&D-Koppal	Noted. Point Closed	Point Closed
	Additional Points by GE			
4.1	Termination of convenience by owner:	In the event of termination of the Contract under GCC clause 15.1 (Termination of convenience by owner), the Owner shall pay to the Contractor the following amounts: a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination including items supplied / ready for inspection or dispatch, dispatched / services completed as per price schedule / price breakup in the contract. b) the Price reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel. c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges. d) Amount incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition. e) The Amount of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above. "Facilities executed" shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the facilities, up to and including the date of termination.	In the event of termination of the Contract under relevant GCC clause (Termination of convenience by owner), the Owner shall pay to the Contractor the following amounts: a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination including items supplied / ready for inspection or dispatch, dispatched / services completed. To be read in conjunction with relevant clause of GCC. Point Closed.	Request M/s Renew to modify the clause as highlighted below: In the event of termination of the Contract under relevant GCC clause (Termination of convenience by owner), the Owner shall pay to the Contractor the following amounts: a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination including items supplied / under construction / ready for inspection or dispatch, dispatched / services completed / under construction for this contract (i.e. execution work at Gadag and Koppal) upon mutual discussions with both parties. To be read in conjunction with relevant clause of GCC.
4.2		If Contractor/ Supplier completes the project as per the contractual timelines & the commissioning gets delayed due to reasons beyond anybody's control. Purchaser shall make the payment due against commissioning for the same if the situation persists for a period of 90 days, with the undertaking from Contractor/ Supplier for commissioning support whenever required. All commercial settlement wherever applicable in all above will be arrived through mutual and amicable discussions.	If Contractor/ Supplier completes the scope of project as per the contractual timelines & the commissioning gets delayed due to reasons beyond anybody's control. Purchaser shall make the payment due against commissioning for the same if the situation persists for a period of 90 days, with the undertaking from Contractor/ Supplier for commissioning support whenever required. Point Closed.	Noted. Point Closed.



43	HEALTH, SAFETY & ENVIRONMENT:	1 Stop work Rights for GE i GE is allowed to Stop Work in case safety risk is identified ii M/s Renew to provide and maintain safe working environment at Site, failing which GE shall have right to Stop Work Both (i) and (ii) being without GE incurring liability to the Buyer 2 This proposal does not include any Imposition of Personnel/ Policy Requirements (Such as Drug Testing, Certifications, Background Checks etc.). 3 This proposal is based on consideration that Buyer will provide necessary permits wherever required for execution of proposed scope of work. 4 GE shall not be responsible for handling any pre-existing contamination and hazardous materials such as Asbestos, Lead, PCB, Arsenic, Mercury and other hazardous materials. Our proposal is based on consideration that Buyer will provide encumbrance free and contamination free sites for proposed scope of work	1 Stop work Rights for GE i Upon identification of such risk GE shall bring to the notice of Owner and same shall be evaluated jointly and GE is allowed to Stop Work in case safety risk is Identified 2. This proposal is based on consideration that Buyer will provide necessary permits wherever required for execution of proposed scope of work 3 GE shall not be responsible for handling any pre-existing contamination and hazardous materials such as Asbestos, Lead, PCB, Arsenic, Mercury and other hazardous materials. Our proposal is based on consideration that Buyer will provide encumbrance free and contamination free sites for proposed scope of work	Noted. Point Closed.
		5. GE shall not be responsible for any pre-existing environmental risk inside and outside Buyer fence (e.g. flood, landslide, rock fall, avalanche, high snow, waterfall, water discharge, waste discharge, etc.) 6 This proposal consideration is without any risk of Rivers, Flood exposure, Historical rain records, Rain water run-off, waterfall, Rock fall, Landslide, Work near mountains. 7 This proposal consideration is without any risk of Pre-Existing Natural Disasters such as but not limited to Floods, Cyclones, Landslides, Rockfall etc. 8 This proposal consideration that the project site at both the location does not pose threat to any wildlife or endangered species.	5, 6 & 7) M/s Renew Power mentioned that GE is already working on both these sites and are fully aware of the site conditions 8) This proposal is with the consideration that the project site at both the location does not pose threat to any wildlife or endangered species	



		9 M/s Renew shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method. 10 M/s Renew shall timely advise Contractor in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting M/s Renew Power's responsibilities, Contractor has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site. 11 If, in Contractor's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Contractor may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. M/s Renew Power shall reasonably assist in any such evacuation. 12 M/s Renew Power will make its Site medical facilities and resources available to Contractor personnel who need medical attention.	9, 10 & 11) M/s. Renew Power informed that working conditions and other minimum mandatory safety requirements shall be followed as per Renew policies. 12) Available facilities at site will be extended to contractor partners Further, M/s Renew Power mentioned that GE is already working on both these sites and are fully aware of the site conditions Point Closed	
--	--	--	---	--



			13. Contractor has no responsibility or liability for the pre-existing condition of M/s Renew Power's equipment or the Site. Prior to Contractor starting any work at Site, M/s Renew Power will provide documentation (if applicable) that identifies the presence and condition of any Hazardous Materials existing in or about M/s Renew Power's equipment or the Site that Contractor may encounter while performing under this Contract. M/s Renew Power shall disclose to Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect Contractor's work or personnel at the Site. M/s Renew Power shall keep Contractor informed of change in any such conditions. 14 Contractor shall notify M/s Renew Power if Contractor becomes aware of: (i) conditions at the Site differing materially from those disclosed by M/s Renew Power, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Contractor's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made. 15 Statutory Approval from Govt authorities for the borewell as applicable at site will be in M/s Renew Power scope.	13 & 14) M/s. Renew Power mentioned that GE is already working on both these sites and are fully aware of the site conditions Point Closed 15) Renew Noted. However, it is informed that due to environmental aspects use of borewell is not allowed at any of the Renew sites	
--	--	--	--	--	--



LETTER OF AWARD

Ref. no. LOA-Erection/GTL/RTM/GE/SS/2024-25

10th May'2024

M/s. GE T&D India Ltd.
T-5 & T-6, Plot No. 14
Axis House, Jaypee Wishtown
Sector-128, Noida
Noida, Uttar Pradesh-201304

Mob.: +91 9958095064

E-mail: asheesh.srivastava@ge.com

Kind Attn.: Kind Attn: Mr. Asheesh Srivastava, Regional Leader-North.

References:

- I. Our Request for Quotation (RfQ) vide e-mail dated 01.02.2024 along with Techno-Commercial Documents.
- II. Letter of Award (LOA) Ref No. LOA/GADAG/SUBSTATION/02 dated 17th March'2022 for Gadag (Phase-I).
- III. Tender RFQ received from M/s Renew Power v de email dated 02.02.2024
- IV. Pre-Bid Query submitted by GE vide email dated 20.02.24.
- V. Pre-Bid Meeting between GE & M/s Renew team dated 22.02.24.
- VI. AutoCAD layout received from M/s Renew vide email dated 27.02.24.
- VII. Pre-Bid Query Reply received from M/s Renew vide email 29.02.24.
- VIII. M/s Renew reply on GE submitted technical offer 29.03.24.
- IX. Meeting between GE & M/s Renew team dated 03.04.24.
- X. GE Reply on Resolution sheet vide email dated 05.04.24.
- XI. M/s Renew reply vide email dated 09.04.24.
- XII. Final Resolution Meeting between GE & Renew team dated 16.04.24.
- XIII. GE confirmation and Sign Stamp on Final Resolution Sheet with revised layout for both
- XIV. Koppal and Gadag site vide email dated 18.04.24.
- XV. GE revised price proposal vide: OP24021419073 Dtd. 18.4.24.
- XVI. GE final price proposal vide: OP24021419078 Dtd. 22.4.24.
- XVII. GE price break-up proposal vide: OP24021418893 Dtd. 22.04.24.
- XVIII. Final Resolution Sheet on commercial points vide email dated 25.04.24 and 26.04.24.

Subject: Letter of Award (LOA) for Design, Engineering, Erection, Testing & Commissioning of the plant/system including Free Issue Materials (500 MVA Interconnection Transformer) of Purchaser in all respect for Bay Extension works of 400/220 kV Gadag Sub-station under Gadag Transmission Limited (RTM-Project).



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699





Dear Sir,

This is with reference to above mentioned correspondences regarding the subject requirement, we are pleased to release this Letter of Award (LOA) for Design, Engineering, Erection, Testing & Commissioning of the plant/system including Free Issue Materials (500 MVA Interconnection Transformer) of Purchaser in all respect for Bay Extension works of 400/220 kV Gadag Sub-station under Gadag Transmission Limited (RTM-Project).

It may please be noted that any clause, conditions or terms of part thereof in Contractor's offer which is inconsistent with terms stated herein under shall be void and have no force and effect unless specifically approved or agreed by Purchaser/ Owner.

All the terms and conditions other than those listed in this Contract shall be as per our enquiry documents and subsequent correspondences exchanged as referred above together with enclosed all Annexures of this Contract. In case of any ambiguity in the documents, the later document shall prevail.

The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the LOA/Contract Price, which shall cover all its obligations under the LOA/Contract

1. SCOPE OF WORK

- 1.1 The scope of work for the package covers for Design, Engineering, Erection, Testing & Commissioning of the plant/system including Free Issue Materials (500 MVA Interconnection Transformer) of Purchaser in all respect for Bay Extension works of 400/220 kV Gadag Sub-station under Gadag Transmission Limited (RTM- Project).
- 1.2 The detailed scope of work and technical specification shall be as per Tender documents/RFP documents & subsequent Amendment, if any of this Project and correspondences exchanged as referred above, together with enclosed specific agreed points and various other annexures as accepted and recorded in the Contract. In case of any ambiguity in the order of precedence of documents, the later document shall prevail. Any deviation on tender documents shall not be accepted.
- 1.3 The Contract value includes all other miscellaneous items such as T&P and Other consumables required for safe, trouble free, normal operation and successful commissioning of the Elements (unless specifically excluded in this Contract). Such Supplies shall not be a cause for delay or reason to seek extension of time from Purchaser, by the Contractor.
- 1.4 The Contractor's obligation under the Contract covers providing of all required items and materials required for completion of such works/facilities performance of testing activities, quality assurance, transportation, transit insurance in accordance with the technical specifications, drawings, plans, procedures, codes & standards, Safety Compliances and any other documents specified in the Contract.
- 1.5 The Contractor shall carry out the subject works including providing of all required items and materials, tools, plants, equipment, all labors required for completion of such works/facilities. The Contractor's obligation under the Contract covers performance of testing activities, quality



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-E, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



assurance, transportation, installation and associated services in accordance with the technical specifications, drawings, plans, procedures, codes & standards and any other documents specified in the Contract.

- 1.6 The Contractor shall execute all works/facilities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining completion of the works/facilities as if such works/facilities were expressly mentioned in the Contract. The Contractor shall not be eligible for any extra payment in respect of completion of such works/facilities, which are needed for the safe operation of the works/facilities as required by the applicable codes & standards as per Contract, though they may not have been included specifically, in the Contract.
- 1.7 All necessary machinery, equipment, tools & tackles, labor, etc. with skills and diligence shall be in Contractor's scope.
- 1.8 Complete structure Design and architecture finishes for structure of switchyard and associate Control Room building are in the scope of Contractor. Contractor shall submit the detailed design, engineering, drawings, BOQ and architectural drawings for the approval of Purchaser before issuing as "Good for Construction". A tentative BOQ along with GA drawings shall be provided by Contractor on the accepted schedule for tendering purpose and the final BOQ shall be provided on completion of detailed design.
- 1.9 If required, Contractor shall provide necessary support to arrange the certificate of structural stability, if required after completion of civil works.

2. Exclusions from Contractor's scope of Work

- 2.1. Exclusions from the Contractor's Scope of Work: Supply of Power Transformer & its unloading.
- 2.2. Geotechnical Investigation.
- 2.3. Land Development Works.

3. Effective Date:

- 3.1. "Effective Date" shall be the date of release of LCA (10th May'2024).

4. Completion Period

- 4.1. The total completion in all respect for Bay Extension Works of 400/220 kV Sub-station shall be within 12 months from the effective date.
- 4.2. M/s. ReNew will handover encumbrance free fairly graded land progressively without impacting the work front.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

ReNew

4.3. The completion of Works/ Facilities including all deliveries as per schedule is the essence of the Contract and if the Works/ Facilities are not completed within the stipulated completion period, Owner will be at liberty to get the Works/ Facilities done by any other means at the Contractor's risk and cost. Purchaser shall give in writing a cure period of 15 days before taking this decision of execution by other party at the risk & cost of the Contractor.

4.4. Any letter or minutes of the meetings with reference to expediting the Works/ Facilities shall not be construed as revision in Completion Period.

4.5. Purchaser shall give in writing a cure period of 15 days before taking this decision of execution by other party at the risk & cost of the Contractor.

5. Contract Price:

5.1 The LOA/contract price for the entire scope of work/facilities as mentioned above shall be **Rs.1,31,69,850 (Rupees One Crore Thirty-One Lakh Sixty-Nine Thousand Eight Hundred Fifty Only)** including Unloading, Storage, Handling, Erection, Testing & Commissioning and all taxes & duties is as per below table:

Table: Break-Up of Prices:

Sr. No.	Description	Total Lumpsum Contract Price (INR)
1	Total Price for Erection, Testing & Commissioning in all respect	1,10,67,101
2	Total Contract Price Excluding GST	1,10,67,101
3	GST shall be paid extra at actuals (Present rate of GST is 18%)	19,92,078
4	Labour Cess @ 1%	1,10,671
5	Total Contract Price with Taxes & Duties	1,31,69,850
In Words: Rupees One Crore Thirty-One Lakh Sixty-Nine Thousand Eight Hundred Fifty Only		

BOCW & other taxes shall be extra as applicable at actuals.

5.2 The detailed break-up of above lump sum prices (ceiling limits of applicable taxes & duties and Services etc.) in the form of BBU shall be submitted by Contractor for Purchaser vetting/approval for billing purposes. All billing shall be done as per approved BBU only.

6. Price Basis:

6.1 Unit Prices" for all equipment /materials/services shall remain FIRM and no price adjustment shall be applicable for these components for the duration of the Contract.

7. Security:

7.1 The Contractor shall provide the Securities specified below in favour of the Purchaser at the times, and in the amount, manner and form specified below.

Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

- 7.2 All the Bank Guarantee shall be submitted by the Contractor as per the jointly agreed format.
- 7.3 All Bank Guarantees shall have the provision of assignment per resolution between Purchaser & Contractor.
- 7.4 In case any extension is granted to the Contract, the validity of the BGs shall be extended accordingly.
- 7.5 It is the responsibility of the contractor to ensure that BG remain valid at all times including but not limited to completion schedule. Purchaser shall issue BG extension request letter to the contractor 14 (fourteen) days before expiry of BG. In case, Contractor fails to extend the BG within 15 days before validity date, Purchaser shall send the same for encashment without any prior intimation to the contractor.
- 7.6 The parties agree that the bank guarantee shall be issued by the issuing Bank in favour of the Purchaser/Owner which shall be entitled to invoke the same in case of default by the Contractor of its obligations under the Contract.

8. Advance Payment Security

- 8.1 **For Services:** The Contractor shall submit a Performance Security (PS) as a security for performance of the Works/Facilities upon Completion/ Commissioning of Works/ Facilities in the form of a Performance Bank Guarantee (PBG) for 10% of the Contract Price (equivalent to retention/balance payment) having validity 60 days beyond the Defect Liability Period.

9. Payment Terms:

- 9.1 10% of the Contract Price of Works/Facilities along with Service Tax shall be paid as an interest free advance within 30 days from the date of receipt of necessary documents from the Contractor as mentioned below:
- 9.3.1 Unconditional Acceptance of the LOA/Contract
 - 9.3.2 Invoice (Original + 2 copies)
 - 9.3.3 Advance Bank Guarantee (ABG) of equivalent amount having validity till the end of successful Completion/ Commissioning of entire Work/ Facilities under the contract with a claim period of 60 days beyond validity.
 - 9.3.4 CPBG of 10% of the Contract Price having validity 60 days beyond the date of successful completion of work/facilities.
 - 9.3.5 L2 schedule duly approved by Purchaser.
- 9.2 80% of the Contract Price of Works/Facilities along with applicable Service Tax shall be released within 30 days against monthly progressive Erection on pro-rata as per mutually agreed billing schedule. Payment shall be released within 30 days through direct payment (NEFT/RTGS/DD) after receipt of clear RA Bills from the Contractor
- 9.3 Enclosures to R.A. bills: Each Running account Bill should be accompanied by complete set of the following:

Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

9.3.1 Joint measurement book

9.3.2 Abstract Invoice

9.4 5% of the Contract Price of Works/Facilities shall be paid within 30 days after Commissioning subject to completion of scope of work through direct payment (NEFT/RTGS/DD). Payment shall be released within 30 days after acceptance of said invoices & receipt of supporting documents as mentioned below:

9.4.1 Commercial Invoice

9.4.2 'Certificate of Commissioning' issued by the Purchaser's Project Manager.

9.4.3 Final Payment shall be made after adjusting the amounts due to the purchaser by the Contractor including applicable Liquidated Damages, if any, the previous payments made and statutory deductions, if any.

9.4.4 PBG of equivalent amount for the faithful Performance of the Works/ Facilities having validity period till the end of DLP with a claim period of 90 days beyond validity.

9.5 In case, commissioning of substation is delayed by 45 days beyond scheduled commissioning date after readiness for commissioning. Due to reasons not attributable to GE, 5% payment against commissioning milestone shall be released after 60 days subject to completion of contract scope.

9.6 Balance 5% of the Contract Price of Works/Facilities along with Service Tax shall be paid within 30 days of 'Taking Over' or within 90 days, in case taking over is delayed beyond 45 days from the date of Commissioning due to reasons not attributable to the Contractor, whichever is earlier through direct payment (NEFT/RTGS/DD) upon receipt of supporting documents as mentioned below:

9.5.1 Certificate of Commissioning/Taking Over' issued by the Purchaser's Project Manager.

9.5.2 'No-claim Certificate' and 'Certificate for Release of Final Payment' Indemnity Bond

9.5.3 issued on Rs Hundred (100) Rupees Judicial Stamper paper to indemnify the Purchaser/Owner from all claims, statutory, legal obligations.

9.5.4 Final reconciliation statement for free issue material, if any, duly approved by the Purchaser's Project Manager.

9.5.5 Final Payment shall be made after adjusting the amounts due to the purchaser by the Contractor including applicable Liquidated Damages, if any, the previous payments made and statutory deductions, if any

9.5.6 PBG of equivalent amount for the faithful Performance of the Works/ Facilities having validity period till the end of DLP with a claim period of 90 days beyond validity.

9.5.7 Completion Certificate / Commissioning Certificate / TOC shall be issued within 30 days of successful Commissioning of project duly approved by Engineer-In-Charge.

10. Liquidated Damage:

As "TIME IS THE ESSENCE OF THE CONTRACT" Purchaser shall be entitled to levy liquidated damages as follows:

10.1 In the event of delay in completion of the works/facilities under the scope of the Contract due to the reasons attributable to the contractor, the contractor shall be liable to pay LD @ 1% Of the basic price of contract for each completed week of delay or part of thereof subject to maximum of 10% of the basic price of undelivered contract. No other LD/penalty shall be applicable elsewhere mentioned in contract.



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



- 10.2 The amount of liquidated damages so recoverable shall be as per the aforesaid ceiling and shall be not prejudice the contractor's other liabilities under the contractor in any manner.
- 10.3 LD payable by the Contractor shall be deducted by Purchaser from outstanding payments due to the Contractor.
- 10.4 The above will, however, not absolve the Contractor from completing the balance supplies and will also not in any way prejudice the other rights of the Purchaser to get the Work completed through other agency at the Contractor's risk and cost.
- 10.5 Any correspondence or minutes of the meetings and/or acceptance of delayed completion shall not be construed as waiving of LD.

11. Defect Liability Period:

- 11.1 The Defect Liability Period shall be for a period of 12 (twelve) months from the Date of Commissioning.
- 11.2 At the end of the Defect Liability Period, the Contractor's liability ceases except for Latent "Latent Defects" are inherent defect in design, workmanship or material which have surfaced after the Defect Liability Period and which could not be found during normal checking and which may hinder or endanger the normal operation of equipment. Contractor will make good such defect which shall appear during Latent Defect Period in case such defect is noticed to Contractor within 30 (thirty) days after it shall be first noticed by the Purchaser/Owner.
- 11.3 The provision of latent defects as above shall be applicable up to the end of 5 (Five) years period after the completion of Defect Liability Period.
- 11.4 Any defective parts or component of supplies have been remedies by the Contractor either way of repair or replacement shall be further warranted by the Contractor for the period of 12 (Twelve) Months from the date of such correction effected and accepted by the Purchaser/Owner Representative provided that in no event shall warranty obligation go beyond 24 months from start of original warranty commencement date.

12. Quantity Variations:

- 12.1 Since, this is a lump sum job, any items/services under the LOT can vary up to any extend without any price implication to Purchaser/Owner within the agreed scope of work.
- 12.2 LOT item amount will be payable as per billing break up which will be submitted by contractor within 2 months from Effective date.
- 12.3 The BoM for LOT item is tentative and may vary as per actual requirement at site without ceiling and the same shall be supplied/erected by the contractor without any price implication to Owner/Employer.
- 12.4 The Contractor shall submit the detailed Billing Breakup Schedule (BBU) for review and



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-E, Golf Course Road, DLF City Phase-V, Gurgaon-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699



ReNew

approval of the Purchaser/Owner.

- 12.5 The BBU shall be for invoicing and payment purpose only. During the execution of the Contract, the BBU shall be revised from time to time with the approval of the Purchaser/Owner, however, without any increase/decrease in the Contract Price unless & until there is a change in the Scope of Works.
- 12.6 During execution, if there is any item/material/services required to complete the work within the said scope of work, the same shall be supplied/erected by the contractor without any price implication to Employer.
- 12.7 This being a lump-sum turnkey contract no variation on any item & quantities are either payable or recoverable. In case during the course of execution the quantities brought by Contractor exceeds by the overall required quantities against completion of scope in all respect. Any excess and balance material shall be GE property & same shall be took back from site w/o any documents /invoice along with the approval pf project In-Charge.

13. Other Specific Terms:

- 13.1 All the material/services shall comply with mutually agreed Technical documents.
- 13.2 It shall be responsibility of the Purchaser to obtain the necessary approvals of the statutory authorities as may be required in all respect of as called for under Indian Electricity Rules/CEA Guideline / State Electrical Inspector Office Guideline. Purchaser shall provide all requisite help as may be required in their role as Purchaser to facilitate the approvals of various statutory requirement.
- 13.3 Verification of material received at site shall be done in presence of contractor and replenishment of any shortage & damaged materials shall be to the account of the Contractor without any cost implication to the Owner/Purchaser within 30 days from the date of receipt of material.
- 13.4 As confirmed by Contractor for the agreed scope of work is in line with the RFP requirement.
- 13.5 All the items/Equipment to be directly supplied by Contractor or to be supplied by Contractor through third parties under this project should have valid type test report. In case, fresh type test is required, the same shall be performed without affecting the scheduled completion period and without cost implication to the Purchaser.
- 13.6 Contractor confirmed that they have considered all the items & the quantities in their contract prices in line with the project requirement as per RFP document for completion of all works/Facilities of the said scope of works/facilities in all respect
- 13.7 Construction power will not be made available by the Purchaser/Owner and the Contractor shall make its own arrangement for the same without any price implication to Purchaser.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-E, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699



13.8 Construction water will not be made available by the Purchaser/Owner and the Contractor shall make its own arrangement for pumping and transport of water to the site along with suitable storage arrangement without any price implication to Purchaser.

13.9 Contractor shall Mobilization at Site as per agreed mobilization schedule.

13.10 No claim certificate and Certificate for release of Final Payment: For releasing final payments, "No Claim certificate" on Rs. 100/- Stamp Paper and "Release & certificate of Final payment" on Contractor's letter head needs to be submitted by the Contractor along with its final payment bills. Format of the same shall be provided by the Purchaser.

14. Other Insurance:

15.1 The Contractor shall be responsible to take 'Workman Compensation Policy (WC), Plant & Machinery and Motor Vehicle Insurance, Third party Insurance and other applicable Insurances for an amount commensurate with its scope and the Contract Value. Copies of the same shall be submitted to Purchaser within thirty (30) days from the date of LOA. In the event, Contractor finds the amount or terms of insurances to be inadequate, Contractor shall immediately rectify the same to the satisfaction of Purchaser. Purchaser shall be a co-insured in all these insurances.

15.2 Erection All Risk Insurance including free issue items of Purchaser shall be in Contractor Scope, beneficiary shall be the Purchaser

15. Delivery and Work Completion Certificate:

16.1 The Contractor shall inform Purchaser in writing on delivery of services/completion works at site as assigned in the LOA and requests for Completion Certificate. Completion at the Works/ Facilities. Completion Certificate shall be issued by Purchaser's Project Manager when the Works/ Facilities are completed fully to the satisfaction of Purchaser after taking into consideration of all Tests (if any) and pre-& post qualification and acceptance criteria.

16. Terminations:

17.1 In the event of termination of the Contract under relevant GCC clause (termination of convenience by owner), the Owner shall pay to the Contractor the following amounts:

17.1.1 The Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination including items supplied / under manufacturing / ready for inspection or dispatch, dispatched / services completed/ under construction for this contract i.e. extension works at Gadag upon mutual discussions with both parties.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699



ReNew

17. Other Terms and Conditions:

17.1 All other GENERAL CONDITIONS OF CONTRACT (GCC) shall be as per GE earlier purchase order No. 4300038381 dated 25.07.2022.

17.2 This LOA shall be read in conjunction with Letter of Award (LOA)- Supply/GTL/RTM/GE/SS/2024-25 dated 10th May'2024.

All other terms and conditions for the above scope of work/facilities shall be mentioned in the General Conditions of Contract (GCC), Erection Conditions of Contract (ECC), Special Conditions of Contract (SCC), RFP documents and various correspondences exchanged as referred above.

The LOA is issued to the Contractor in duplicate with a request to return the duplicate copy duly signed and stamped as a token of having accepted the LOA and agreed the terms and conditions mentioned above. If the acceptance or any comments are not received within 07 (Seven) days from the date of the LOA, the same shall be automatically deemed as accepted by the Contractor.

For, Gadag Transmission Limited   Authorized Signatory	Accepted by For, GE T&D India Pvt. Ltd. Authorized Signatory
--	--



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

LETTER OF AWARD

Ref. no. LOA-Civil Works/GTL/RTM/GE/SS/2024-25

24th May'2024

M/S. GE T&D India Ltd.
T-5 & T-6, Plot No. 14
Axis House, Jaypee Wishtown
Sector-128, Noida
Noida, Uttar Pradesh-201304

Mob.: +91 9958095064

E-mail: asheesh.srivastava@ge.com

Kind Attn.: Kind Attn: Mr. Asheesh Srivastava, Regional Leader-North.

References:

- I. Our Request for Quotation (RfQ) vide e-mail dated 01.02.2024 along with Techno-Commercial Documents.
- II. Letter of Award (LOA) Ref No. LOA/GADAG/SUBSTATION/02 dated 17th March'2022 for Gadag (Phase-I).
- III. Tender RFQ received from M/s Renew Power vide email dated 02.02.2024
- IV. Pre-Bid Query submitted by GE vide email dated 20.02.24.
- V. Pre-Bid Meeting between GE & M/s Renew team dated 22.02.24.
- VI. AutoCAD layout received from M/s Renew vide email dated 27.02.24.
- VII. Pre-Bid Query Reply received from M/s Renew vide email 29.02.24.
- VIII. M/s Renew reply on GE submitted technical offer 29.03.24.
- IX. Meeting between GE & M/s Renew team dated 03.04.24.
- X. GE Reply on Resolution sheet vide email dated 05.04.24.
- XI. M/s Renew reply vide email dated 09.04.24.
- XII. Final Resolution Meeting between GE & Renew team dated 16.04.24.
- XIII. GE confirmation and Sign Stamp on Final Resolution Sheet with revised layout for both
- XIV. Koppal and Gadag site vide email dated 18.04.24.
- XV. GE revised price proposal vide: OP24021419078 Dtd. 18.4.24.
- XVI. GE final price proposal vide: OP24021419078 Dtd. 22.4.24.
- XVII. GE price break-up proposal vide: OP24021418893 Dtd. 22.04.24.
- XVIII. Final Resolution Sheet on commercial points vide email dated 25.04.24 and 26.04.24.

Subject: Letter of Award (LOA) for Design, Engineering, Execution of Civil works, Unloading, Handling & Storage at site in all respect for Bay Extension works of 400/220 kV Gadag Sub-station under Gadag Transmission Limited (RTM-Project).



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

Dear Sir,

This is with reference to above mentioned correspondences regarding the subject requirement, we are pleased to release this Letter of Award (LOA) for Design, Engineering, Execution of Civil works, Unloading, Handling & Storage at site in all respect for Bay Extension works of 400/220 kV Gadag Sub-station under Gadag Transmission Limited (RTM-Project).

It may please be noted that any clause, conditions or terms of part thereof in Contractor's offer which is inconsistent with terms stated herein under shall be void and have no force and effect unless specifically approved or agreed by Purchaser/ Owner.

All the terms and conditions other than those listed in this Contract shall be as per our enquiry documents and subsequent correspondences exchanged as referred above together with enclosed all Annexures of this Contract. In case of any ambiguity in the documents, the later document shall prevail.

The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the LOA/Contract Price, which shall cover all its obligations under the LOA/Contract

1. SCOPE OF WORK

- 1.1 The scope of work for the package covers for Design, Engineering, Execution of Civil works, Unloading, Handling & Storage at site in all respect for Bay Extension works of 400/220 kV Gadag Sub-station under Gadag Transmission Limited (RTM-Project).
- 1.2 The detailed scope of work and technical specification shall be as per Tender documents/RFP documents & subsequent Amendment, if any of this Project and correspondences exchanged as referred above, together with enclosed specific agreed points and various other annexures as accepted and recorded in the Contract. In case of any ambiguity in the order of precedence of documents, the later document shall prevail. Any deviation on tender documents shall not be accepted.
- 1.3 The Contract value includes all other miscellaneous items such as T&P and Other consumables required for safe, trouble free, normal operation and successful commissioning of the Elements (unless specifically excluded in this Contract). Such Supplies shall not be a cause for delay or reason to seek extension of time from Purchaser, by the Contractor.
- 1.4 The Contractor's obligation under the Contract covers providing of all required items and materials required for completion of such works/facilities performance of testing activities, quality assurance, transportation, transit insurance in accordance with the technical specifications, drawings, plans, procedures, codes & standards, Safety Compliances and any other documents specified in the Contract.
- 1.5 The Contractor shall carry out the subject works including providing of all required items and materials, tools, plants, equipment, all labors required for completion of such works/facilities. The Contractor's obligation under the Contract covers performance of testing activities, quality assurance, transportation, installation and associated services in accordance with the technical specifications, drawings, plans, procedures, codes & standards and any other documents specified in the Contract.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670, F +91 124 489 6699



- 1.6 The Contractor shall execute all works/facilities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining completion of the works/facilities as if such works/facilities were expressly mentioned in the Contract. The Contractor shall not be eligible for any extra payment in respect of completion of such works/facilities, which are needed for the safe operation of the works/facilities as required by the applicable codes & standards as per Contract, though they may not have been included specifically, in the Contract.
- 1.7 All necessary machinery, equipment, tools & tackles, labor, etc. with skills and diligence shall be in Contractor's scope.
- 1.8 Complete structure Design and architecture finishes for structure of switchyard and associate SPR buildings are in the scope of Contractor. Contractor shall submit the detailed design, engineering, drawings, BOQ and architectural drawings for the approval of Purchaser before issuing as "Good for Construction". A tentative BOQ along with GA drawings shall be provided by Contractor on the accepted schedule for tendering purpose and the final BOQ shall be provided on completion of detailed design.
- 1.9 If required, Contractor shall provide necessary support to arrange the certificate of structural stability, if required after completion of civil works.

2. Exclusions from Contractor's scope of Work

- 2.1. Exclusions from the Contractor's Scope of Work: Supply of Power Transformer & its unloading.
- 2.2. Geotechnical Investigation.
- 2.3. Land Development Works & Retaining Wall. However, only design of retaining wall shall be furnished by supplier.
- 2.4. Approach Road
- 2.5. Boundary Wall

3. Effective Date:

- 3.1. "Effective Date" shall be the date of release of LCA (24th May'2024).

4. Completion Period

- 4.1. The total completion in all respect for Bay Extension Works of 400/220 kV Sub-station shall be within 12 months from the effective date.
- 4.2. M/s. ReNew will handover encumbrance free fairly graded land progressively without impacting the work front.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

4.3. The completion of Works/ Facilities including all deliveries as per schedule is the essence of the Contract and if the Works/ Facilities are not completed within the stipulated completion period, Owner will be at liberty to get the Works/ Facilities done by any other means at the Contractor's risk and cost. Purchaser shall give in writing a cure period of 15 days before taking this decision of execution by other party at the risk & cost of the Contractor.

4.4. Any letter or minutes of the meetings with reference to expediting the Works/ Facilities shall not be construed as revision in Completion Period.

5. Contract Price:

5.1 The LOA/contract price for the entire scope of work/facilities as mentioned above shall be **Rs.7,64,44,686 (Rupees Seven Crore Sixty-Four Lakh Forty-Four Thousand Six Hundred Eighty-Six Only)** including Unloading, Storage, Handling, Erection, Testing & Commissioning and all taxes & duties is as per below table:

Table: Break-Up of Prices:

Sr. No.	Description	Total Lumpsum Contract Price (INR)
1	Total Price for Civil Works in all respect	7,64,44,686
2	Total Contract Price Excluding GST	7,64,44,686
3	GST shall be paid extra at actuals (Present rate of GST is 18%)	1,37,60,043
4	Labour Cess @ 1%	7,64,447
5	Total Contract Price with Taxes & Duties	9,09,69,176
In Words: (Rupees Nine Crore Nine Lakh Sixty-Nine Thousand One Hundred Seventy-Six Only)		

BOCW & other taxes shall be extra as applicable at actuals.

5.2 The detailed break-up of above lump sum prices (ceiling limits of applicable taxes & duties and Services etc.) in the form of BBU shall be submitted by Contractor for Purchaser vetting/approval for billing purposes. All billing shall be done as per approved BBU only.

6. Price Basis:

6.1 "Unit Prices" for all equipment /materials/services shall remain FIRM and no price adjustment shall be applicable for these components for the duration of the Contract.

7. Security:

7.1 The Contractor shall provide the Securities specified below in favour of the Purchaser at the times, and in the amount, manner and form specified below.

7.2 All the Bank Guarantee shall be submitted by the Contractor as per the jointly agreed format.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



7.3 All Bank Guarantees shall have the provision of assignment per resolution between Purchaser & Contractor.

7.4 In case any extension is granted to the Contract, the validity of the BGs shall be extended accordingly.

7.5 It is the responsibility of the contractor to ensure that BG remain valid at all times including but not limited to completion schedule. Purchaser shall issue BG extension request letter to the contractor 14 (fourteen) days before expiry of BG. In case, Contractor fails to extend the BG within 15 days before validity date, Purchaser shall send the same for encashment without any prior intimation to the contractor.

7.6 The parties agree that the bank guarantee shall be issued by the issuing Bank in favour of the Purchaser/Owner which shall be entitled to invoke the same in case of default by the Contractor of its obligations under the Contract.

8. Advance Payment Security

8.1 **For Services:** The Contractor shall submit a Performance Security (PS) as a security for performance of the Works/Facilities upon Completion/ Commissioning of Works/ Facilities in the form of a Performance Bank Guarantee (PBG) for 10% of the Contract Price (equivalent to retention/balance payment) having validity 60 days beyond the Defect Liability Period.

9. Payment Terms:

9.1 10% of the Contract Price of Works/Facilities along with Service Tax shall be paid as an interest free advance within 30 days from the date of receipt of necessary documents from the Contractor as mentioned below:

9.1.1 Unconditional Acceptance of the LOA/Contract

9.1.2 Site Mobilization

9.1.3 Invoice (Original + 2 copies)

9.1.4 Advance Bank Guarantee (ABG) of equivalent amount having validity till the end of successful Completion/ Commissioning of entire Work/ Facilities under the contract with a claim period of 60 days beyond validity.

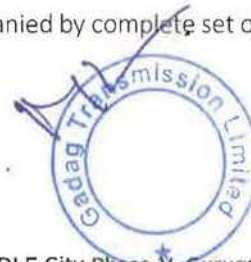
9.1.5 CPBG of 10% of the Contract Price having validity 60 days beyond the date of successful completion of work/facilities.

9.1.6 L2 schedule duly approved by Purchaser.

9.2 80% of the Contract Price of Works/Facilities along with applicable Service Tax shall be released within 30 days against monthly progressive civil works on pro-rata as per mutually agreed billing schedule. Payment shall be released within 30 days through direct payment (NEFT/RTGS/DD) after receipt of clear RA Bills from the Contractor.

9.3 Enclosures to R.A. bills: Each Running account Bill should be accompanied by complete set of the following:

9.3.1 Joint measurement book



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



9.3.2 Abstract Invoice

9.4 5% of the Contract Price of Works/Facilities shall be paid within 30 days after Commissioning subject to completion of scope of work through direct payment (NEFT/RTGS/DD). Payment shall be released within 30 days after acceptance of said invoices & receipt of supporting documents as mentioned below:

9.4.1 Commercial Invoice

9.4.2 'Certificate of Commissioning' issued by the Purchaser's Project Manager.

9.4.3 Final Payment shall be made after adjusting the amounts due to the purchaser by the Contractor including applicable Liquidated Damages, if any, the previous payments made and statutory deductions, if any.

9.4.4 PBG of equivalent amount for the faithful Performance of the Works/ Facilities having validity period till the end of DLP with a claim period of 90 days beyond validity.

9.5 In case, commissioning of substation is delayed by 45 days beyond scheduled commissioning date after readiness for commissioning. Due to reasons not attributable to GE, 5% payment against commissioning milestone shall be released after 60 days subject to completion of contract scope.

9.6 Balance 5% of the Contract Price of Works/Facilities along with Service Tax shall be paid within 30 days of 'Taking Over' or within 90 days, in case taking over is delayed beyond 45 days from the date of Commissioning due to reasons not attributable to the Contractor, whichever is earlier through direct payment (NEFT/RTGS/DD) upon receipt of supporting documents as mentioned below:

9.5.1 Certificate of Commissioning/Taking Over' issued by the Purchaser's Project Manager.

9.5.2 'No-claim Certificate' and 'Certificate for Release of Final Payment' Indemnity Bond

9.5.3 issued on Rs Hundred (100) Rupees Judicial Stamper paper to indemnify the Purchaser/Owner from all claims, statutory, legal obligations.

9.5.4 Final reconciliation statement for free issue material, if any, duly approved by the Purchaser's Project Manager.

9.5.5 Final Payment shall be made after adjusting the amounts due to the purchaser by the Contractor including applicable Liquidated Damages, if any, the previous payments made and statutory deductions, if any ;

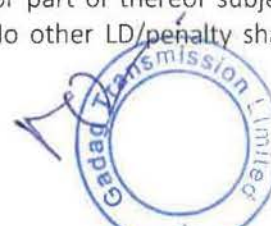
9.5.6 PBG of equivalent amount for the faithful Performance of the Works/ Facilities having validity period till the end of DLP with a claim period of 90 days beyond validity.

9.5.7 Completion Certificate / Commissioning Certificate / TOC shall be issued within 30 days of successful Commissioning of project duly approved by Engineer-In-Charge.

10. Liquidated Damage:

As "TIME IS THE ESSENCE OF THE CONTRACT" Purchaser shall be entitled to levy liquidated damages as follows:

10.1 In the event of delay in completion of the works/facilities under the scope of the Contract due to the reasons attributable to the contractor, the contractor shall be liable to pay LD @ 1% Of the basic price of contract for each completed week of delay or part of thereof subject to maximum of 10% of the basic price of undelivered contract. No other LD/penalty shall be applicable elsewhere mentioned in contract.



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-5, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

- 10.2 The amount of liquidated damages so recoverable shall be as per the aforesaid ceiling and shall be not prejudice the contractor's other liabilities under the contractor in any manner.
- 10.3 LD payable by the Contractor shall be deducted by Purchaser from outstanding payments due to the Contractor.
- 10.4 The above will, however, not absolve the Contractor from completing the balance supplies and will also not in any way prejudice the other rights of the Purchaser to get the Work completed through other agency at the Contractor's risk and cost.
- 10.5 Any correspondence or minutes of the meetings and/or acceptance of delayed completion shall not be construed as waiving of LD.

11. Defect Liability Period:

- 11.1 The Defect Liability Period shall be for a period of 12 (twelve) months from the Date of Commissioning.
- 11.2 At the end of the Defect Liability Period, the Contractor's liability ceases except for Latent "Latent Defects" are inherent defect in design, workmanship or material which have surfaced after the Defect Liability Period and which could not be found during normal checking and which may hinder or endanger the normal operation of equipment. Contractor will make good such defect which shall appear during Latent Defect Period in case such defect is noticed to Contractor within 30 (thirty) days after it shall be first noticed by the Purchaser/Owner.
- 11.3 Any defective parts or component of supplies have been remedied by the Contractor either way of repair or replacement shall be further warranted by the Contractor for the period of 12 (Twelve) Months from the date of such correction effected and accepted by the Purchaser/Owner Representative provided that in no event shall warranty obligation go beyond 24 months from start of original warranty commencement date.

12. Quantity Variations:

- 12.1 Since, this is a lump sum job, any items/services under the LOT can vary up to any extent without any price implication to Purchaser/Owner within the agreed scope of work.
- 12.2 LOT item amount will be payable as per billing break up which will be submitted by contractor within 2 months from Effective date.
- 12.3 The BoM for LOT item is tentative and may vary as per actual requirement at site without ceiling and the same shall be supplied/erected by the contractor without any price implication to Owner/Employer.
- 12.4 The Contractor shall submit the detailed Billing Breakup Schedule (BBU) for review and approval of the Purchaser/Owner.
- 12.5 The BBU shall be for invoicing and payment purpose only. During the execution of the Contract, the BBU shall be revised from time to time with the approval of the



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699



ReNew

Purchaser/Owner, however, without any increase/decrease in the Contract Price unless & until there is a change in the Scope of Works.

- 12.6 During execution, if there are any item/material/services required to complete the work within the said scope of work, the same shall be supplied/erected by the contractor without any price implication to Employer.
- 12.7 This being a lump-sum turnkey contract no variation on any item & quantities are either payable or recoverable. In case during the course of execution the quantities brought by Contractor exceeds by the overall required quantities against completion of scope in all respect. Any excess and balance material shall be M/s.GE property & same shall be taken back by M/s. GE from site w/o any documents /invoice but along with the approval of project In-Charge.

13. Other Specific Terms:

- 13.1 All the material/services shall comply with mutually agreed Technical documents. Considering this is an extension project whenever required soft editable design documents shall be shared with Purchaser for checking of integration issues and detail design.
- 13.2 It shall be responsibility of the Purchaser to obtain the necessary approvals of the statutory authorities as may be required in all respect of as called for under Indian Electricity Rules/CEA Guideline / State Electrical Inspector Office Guideline. Purchaser shall provide all requisite help as may be required in their role as Purchaser to facilitate the approvals of various statutory requirement.
- 13.3 Verification of material received at site shall be done in presence of contractor and replenishment of any shortage & damaged materials shall be to the account of the Contractor without any cost implication to the Owner/Purchaser within 30 days from the date of receipt of material.
- 13.4 As confirmed by Contractor for the agreed scope of work is in line with the RFP requirement.
- 13.5 All the items/Equipment to be directly supplied by Contractor or to be supplied by Contractor through third parties under this project should have valid type test report. In case, fresh type test is required, the same shall be performed without affecting the scheduled completion period and without cost implication to the Purchaser.
- 13.6 Contractor confirmed that they have considered all the items & the quantities in their contract prices in line with the project requirement as per RFP document for completion of all works/Facilities of the said scope of works/facilities in all respect
- 13.7 Construction power will not be made available by the Purchaser/Owner and the Contractor shall make its own arrangement for the same without any price implication to Purchaser.
- 13.8 Construction water will not be made available by the Purchaser/Owner and the Contractor shall make its own arrangement for pumping and transport of water to the site along with suitable storage arrangement without any price implication to Purchaser.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699,



13.9 Contractor shall Mobilization at Site as per agreed mobilization schedule.

13.10 No claim certificate and Certificate for release of Final Payment: For releasing final payments, "No Claim certificate" on Rs. 100/- Stamp Paper and "Release & certificate of Final payment" on Contractor's letter head needs to be submitted by the Contractor along with its final payment bills. Format of the same shall be provided by the Purchaser.

14. Other Insurance:

15.1 The Contractor shall be responsible to take Workman Compensation Policy (WC), Plant & Machinery and Motor Vehicle Insurance, Third party Insurance and other applicable Insurances for an amount commensurate with its scope and the Contract Value. Copies of the same shall be submitted to Purchaser within thirty (30) days from the date of LOA. In the event, Contractor finds the amount or terms of insurances to be inadequate, Contractor shall immediately rectify the same to the satisfaction of Purchaser. Purchaser shall be a co-insured in all these insurances.

15.2 Erection All Risk Insurance including free issue Items of Purchaser shall be in Contractor Scope, beneficiary shall be the Purchaser

15. Delivery and Work Completion Certificate:

16.1 The Contractor shall inform Purchaser in writing on delivery of services/completion works at site as assigned in the LOA and requests for Completion Certificate. Completion at the Works/ Facilities. Completion Certificate shall be issued by Purchaser's Project Manager when the Works/ Facilities are completed fully to the satisfaction of Purchaser after taking into consideration of all Tests (if any) and pre- & post qualification and acceptance criteria.

16. Terminations:

17.1 In the event of termination of the Contract under relevant GCC clause (termination of convenience by owner), the Owner shall pay to the Contractor the following amounts:

17.1.1 The Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination including items supplied / under manufacturing / ready for inspection or dispatch, dispatched / services completed/ under construction for this contract i.e. extension works at Gadag upon mutual discussions with both parties.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699;



ReNew

17. Other Terms and Conditions:

- 17.1 All other GENERAL CONDITIONS OF CONTRACT (GCC) shall be as per GE earlier purchase order No. 4300038381 dated 25.07.2022.
- 17.2 This LOA shall be read in conjunction with Letter of Award (LOA)-Supply/GTL/RTM/GE/SS/2024-25 dated 10th May'2024 and Letter of Award (LOA)-Erection/GTL/RTM/GE/SS/2024-25 dated 10th May'2024.

All other terms and conditions for the above scope of work/facilities shall be mentioned in the General Conditions of Contract (GCC), Erection Conditions of Contract (ECC), Special Conditions of Contract (SCC), RFP documents and various correspondences exchanged as referred above.

The LOA is issued to the Contractor in duplicate with a request to return the duplicate copy duly signed and stamped as a token of having accepted the LOA and agreed the terms and conditions mentioned above. If the acceptance or any comments are not received within 07 (Seven) days from the date of the LOA, the same shall be automatically deemed as accepted by the Contractor.

For, Gadag Transmission Limited  Authorized Signatory	Accepted by For, GE T&D India Pvt. Ltd. Authorized Signatory
---	--



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670, **F** +91 124 489 6699

ReNew

Ref. no. LOA/GTL/RTM/SCE/Land Development/SS/2024-25

2nd May' 2024

To,

Shreyas Civil Engineering LLP
Plot no- 11, MB 9-3-242/120, Ward
no-9 Kinnal Road, Near Lower
Primary School, Koppal, Karnataka-583231

Mob No. 8888871240.

E-Mail ID: shreyasce@yahoo.com

Kind Attn.: Devendra Pimpalkar

References:

- i Our enquiry vide e-mail dated 02.04.2024 along with Techno-Commercial Documents.
- ii Your acceptance on our Techno-Commercial RfQ documents vide e-mail dated 26.04.2024.
- iii Your final offer dated 25.04.2022.

Subject: Letter of Award (LOA) for "Implementation of Land Development work under RTM (Regulated Tariff Mechanism)-Gadag project associated with augmentation of 400/220 KV ICT at Gadag Substation.

Dear Sir,

This is with reference to above mentioned correspondences regarding the subject requirement, we are pleased to release this Letter of Award (LOA) for Implementation of Land Development Work in all respect including mobilization & demobilization ,all site infrastructures any kind of arrangement to carry out the work ,supply of materials/items required ,tools & tackles, plants, special equipment required if any, transportation & insurances and all site related activities associated with augmentation of 400/220 kV ICT at Gadag Substation under RTM (Regulated Tariff Mechanism)-Gadag Project.

It may please be noted that any clause, conditions or terms of part thereof in Contractor's offer which is inconsistent with terms stated herein under shall be void and have no force and effect unless specifically approved or agreed by Purchaser/ Owner.

All the terms and conditions other than those listed in this Contract shall be as per our enquiry documents and subsequent correspondences exchanged as referred above together with enclosed all Annexures of this Contract. In case of any ambiguity in the documents, the later document shall prevail.

All companies referred in above referred documents, MOMs, if any are deemed to be representing Purchaser i.e. 'Gadag Transmission Limited' and Contractor i.e. 'Shreyas Civil Engineering LLP'.



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699

The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the LOA/Contract Price, which shall cover all its obligations under the LOA/Contract.

1. The LOA, BoQ/Price Schedule, Technical Specification, Drawings, Quality & Safety documents, SCC, GCC, shall form part of the Contract. For clarity of contractual conditions all above referred documents shall be read in conjunction with each other and in case of discrepancy LOA shall prevail. -In case of conflict, the documents shall be interpreted and prevail in the following order of precedence.

- 1.1. LOA along with BoQ, agreed Technical specifications, Drawings & Quality & Safety documents.
- 1.2. SCC
- 1.3. GCC

1. SCOPE OF WORK

1. The scope of works/facilities broadly covers "Implementation of Land Development Work in all respect including mobilization & demobilization, all site infrastructures any kind of arrangement to carry out the work ,supply of materials/items required ,tools & tackles, plants, special equipment required if any, transportation & insurances and all site related activities to complete the work in all respect as per RFQ/Technical Specification, BoQ, drawings associated with augmentation of 400/220 kV ICT at Gadag Substation under RTM (Regulated Tariff Mechanism)-Gadag Project."
2. The detailed scope of works shall be as per RFQ documents & subsequent correspondences exchanged as referred above, together with various other annexures as accepted and recorded in the Contract. In case of any ambiguity in the order of precedence of documents, the later document shall prevail.
3. The Contractor shall carry out the subject works including providing of all required items and materials, tools, plants, equipment, all labours required for completion of such works/facilities. The Contractor's obligation under the Contract covers performance of testing activities, quality assurance, transportation, installation and associated services in accordance with the technical specifications, drawings, plans, procedures, codes & standards and any other documents specified in the Contract.
4. All necessary machinery, equipment, tools & tackles, labour, etc. with skills and diligence shall be in Contractor's scope.
5. The copy right of design, if any shall be retained by both Contractor and Purchaser and it's any Group Company of Purchaser.
6. Contract will comply with Field Quality Plan (FQP), Quality & Safety Compliance. All works should be 100% complied to FQP, Quality & Safety and any deviation will call for rework without affecting the time schedule and no extra cost to Purchaser.
7. Commercial & Residential power, Commercial & residential water, labour hutment, Insurance for manpower & equipment will be in Contractor scope.
8. Personal protective equipment like safety Shoes, Safety goggles, safety helmet, Safety belt, nose mask, ear plug etc. shall be in contractor scope.

Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699



9. Any clearance required from Govt/ authority pertains to Contractor work will be in contractors' scope.

2. Exclusions from Contractor's scope of Work

1. NIL

3. Effective Date:

1. "Effective Date" shall be the date of release of LOA.

4. Completion Period

1. All the items under the scope of works/ facilities as per site requirement shall be commenced in such a way that the entire work shall be completed in all respects as per below schedule.

Below Milestone Completion schedule is subject to 'Effective Date' of the Contract:

Sr. No.	Substation	Milestone Completion schedule
1	Land development for Gadag	30 days from Effective Date

2. Contractor shall mobilize on site within seven days subject to Land Hand-over.

3. The delivery/completion period of entire Works/ Facilities is guaranteed against delays and the same is subject to Liquidated Damages and Force Majeure clauses. The date specified in the delivery/ work completion certificate shall be considered as the date of completion of Works/ Facilities or within such extended time to which the Contractor shall be entitled. However, for levy of Liquidated damages the completion schedule shall be considered as defined in above LD applicability column.

4. The delivery/ completion of Works/ Facilities as per schedule is the essence of the Contract and if the Works/ Facilities are not completed within the stipulated delivery/ completion period, Purchaser after giving 10 (Ten) days prior notice allowing contractor to rectify the deficiency, will be at liberty to get the Works/ Facilities done by any other means at the Contractor's risk and cost and if thereby any extra expenditure is involved, the same will be debited to the Contractor's account.

5. If required by ReNew, the time to time Work Progress Reports of the quantity of work executed against planned targets shall be provided by the Contractor as per ReNew Format.

6. Unless agreed otherwise, any letter or minutes of the meetings with reference to expediting the Works/ Facilities shall not be construed as revision in Completion Period.

5. Contract Price:

1. The contract price for the scope of works/facilities as mentioned at Sr. no. 1.0 above shall be Rs. 49,99,878.18 - (Rupees Forty-Nine Lakhs Ninety-Nine Thousand Eight Hundred Seventy-Eight Only) as per price schedule enclosed including all required materials/equipment, mobilization & demobilization, Freight & Transit Insurance (F&TI) Charges, applicable insurances, and all site related activities required to complete the work. The above contract price is exclusive of GST & BOCW (if applicable) and the same

Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670. F +91 124 489 6699



shall be paid extra at actuals as applicable at the time of billing.

2. Above Total Contract Price is inclusive of Royalty, Toll tax, Labor cess (if applicable), PF, ESI, WC policy, Comprehensive Insurances (Equipment, Manpower & material).
3. Break-up of Total Price is as follows:

S.No.	Work Description	Unit Price
1	SOIL LEVELLING AND GRADING, EARTHEN DRAIN WORK AND BUND PREPARATION (FOR RTM AND FUTURE AREA)	49,99,878.18
	Sub Total	49,99,878.18
	GST @18%	8,99,978.07
	Total	58,99,856.25

6. Price Basis:

1. The Unit Rates of all items/services of Price Schedules shall remain firm till the Contractual period or its extended period, if any. No price escalation/variation shall be allowed whatsoever nature till specified time period for completion of work in all respect. Contractor will execute the work as per actual requirement at site for completion of work and billing shall be done as per approved certified BOQ only.

7. Taxes & Duties:

1. GST is applicable and payable as per approved billing schedule at the time of billing. However, present rate of GST is 18%. All other taxes & Levies except BOCW is included in the Contract Price.
2. BOCW (if applicable) shall be paid extra at actuals as per Statutory Norms.
3. Any other Taxes/ Duties leviable on the date of Contract, whether considered or not by the Contractor in their final offer, shall be to the account of the Contractor. Any new Tax or variation in applicable Taxes after the award of the Contract up to the Scheduled Completion of the entire Services shall be to the account of the Purchaser. In the event of delay, any new tax imposed or variation in statutory taxes in the extended period shall be to the account of the Purchaser, provided delay is not due to the reasons attributable to the Contractor.
4. As regards of Indian Income Tax, Surcharge of Income Tax, Withholding Tax or any other Corporate Tax, the Purchaser shall not bear any Tax liability whatsoever irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such Taxes, if attracted under the provisions of law. The Purchaser shall however deduct applicable Tax at source as per law from all payments to be made to the Contractor and the Purchaser will issue the TDS certificates for the same to the Contractor.

8. Security/Bank Guarantee:

1. Not Applicable



Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670. F +91 124 489 6699

9. Terms of Payment:

1. 90% of the Contract Price of Works/Facilities shall be released against monthly progressive RA Bills on pro-rata as per mutually agreed billing schedule. Payment shall be released through Direct Mode within 30 days against receipt of following documents as specified below:

- 9.1.1 Invoice
- 9.1.2 Certified JMC
- 9.1.3 The RA Bills shall be prepared on the basis of the cumulative works completed (for 100% value basis of Works) wherefrom the following shall be adjusted.
- 9.1.4 10% of Gross amount of each RA bill shall be deducted towards Retention money.
- 9.1.5 Payment shall be released after adjustment of payment made for mobilization.
- 9.1.6 The payments certified through RA Bills shall be treated as the advance payments against the Final Bill. The quantities of Work certified by the RA Bills shall not be considered as Final and the same will not entitle the Contractor to raise any claim, whatsoever.
- 9.1.7 Payment shall be made against RA bills on submission of the following documents:

- 9.1.7.1 Invoice (clearly indicating cross referencing the Contract Item no.). Invoice should contain the GST Number and Income Tax PAN number.
- 9.1.7.2 Measurement sheets duly certified by Project Manager.
- 9.1.7.3 Enclosures to R.A. bills: Each Running account Bill should be accompanied by complete set of the following:
 - 9.1.7.3.1 FQP checklist jointly signed
 - 9.1.7.3.2 Joint measurement certificate/book
 - 9.1.7.3.3 Certificate of monthly statutory compliance.

2. Balance 10% of the Contract Price of Works/Facilities shall be paid within 30 days from the date of successful completion of works/facilities in all respect upon receipt of supporting documents as mentioned below:

- 9.2.1 'Certificate of completion or Taking Over' issued by the Purchaser's Project Manager.
- 9.2.2 'No-claim Certificate' and 'Certificate for Release of Final Payment'.
- 9.2.3 Final Payment shall be made after adjusting the amounts due to the Purchaser by the Contractor including applicable Liquidated Damages, if any, the previous payments made and statutory deductions, if any.
- 9.2.4 Indemnity Bond issued on Rs Hundred (100) Rupees Non-Judicial Stamper paper to indemnify the Purchaser from all claims, statutory, legal obligations.

10. Liquidated Damage:

- 10.1 In the event of delay in completion of the works/facilities under the scope of the Contract beyond scheduled completion period as defined in sub-clause no. 5.2 above, Contractor shall be liable to pay LD @ 0.5% (half percent) of the Contract Price for each completed week of delay or part thereof subject to maximum of 10% (Ten percent) of the Contract Price due to the reasons for delay attributable to Contractor.



- 10.2 The Contractor shall undertake to pay the LD at the rates stipulated above and Purchaser shall not be required to prove actual loss or damage.
- 10.3 LD payable by the Contractor shall be deducted by Purchaser from outstanding payments due to the Contractor.
- 10.4 The above will, however, not absolve the Contractor from completing the balance supplies/works and will also not in any way prejudice the other rights of the Purchaser to get the Work completed through other agency at the Contractor's risk and cost.
- 10.5 Any correspondence or minutes of the meetings and/or acceptance of delayed completion shall not be construed as waiving of LD until unless specifically agreed by the parties.

11. Free issue Materials:

1. Not Applicable.

12. Quantity Variation:

- 13.1 The BOQ mentioned in price schedules is tentative only; qty. may vary up to +/-15%. The Unit Rates shall remain firm till the contractual period or its extended period, if any. The qty. will be executed by Contractor as per actual requirement at Site as per approved Billing schedule only.
- 13.2 Billing shall be done as per actual qty. certified by Purchaser's Project In-charge as per approved Billing Schedule only.

13. Other Specific Terms:

- 14.1 Contractor will compliance of Quality & Safety norms as per the agreed ReNew guidelines attached.
- 14.2 Contractor shall submit the Royalty challans of Raw materials, Material Test Reports, and Field quality Test Reports from time to time in compliance to the mutually agreed FQP.
- 14.3 Contractor shall obtain necessary source /vendor approval from Engineer-In charge for supply of the construction materials as required, throughout the course of the work.
- 14.4 Contractor confirmed that they have considered all the items & the quantities in their contract prices in line with the enquiry documents and as agreed above for completion of all works/Facilities of the said scope of works/facilities in all respect
- 14.5 Construction power will not be made available by the Purchaser and the Contractor shall make its own arrangement for the same without any price implication to Purchaser.



14.6 Construction water will not be made available by the Purchaser and the Contractor shall make its own arrangement for pumping and transport of water to the site along with suitable storage arrangement without any price implication to Purchaser.

14.7 Contractor shall Mobilization at Site as per agreed mobilization schedule

14.8 No claim certificate and Certificate for release of Final Payment: For releasing final payments, "No Claim certificate" on Rs. 100/- Stamp Paper and "Release & certificate of Final payment" on Contractor's letter head needs to be submitted by the Contractor along with its final payment bills. Format of the same shall be provided by the Purchaser.

14. Force Majeure:

15.1 The Force Majeure conditions shall be as stipulated under Clause no. 49.0 of 'General Conditions of Contract'.

15. Constitution:

16.1 The Contractor will not change the constitution of their company during the currency of the Contract period or till the extended period granted, if any, without prior intimation to the Purchaser.

16. Packing, Forwarding and Dispatch:

17.1 The Packing, Forwarding and Dispatch (Contractor supplied materials) conditions shall be as stipulated under Clause no. 44.0 of 'General Conditions of Contract'.

17. Transit Insurance:

18.1 The Transit Insurance shall be as stipulated under clause no. 52.0 of 'General Conditions of Contract'.

18.2 Since the prices are inclusive of Transit Insurance for contractor supplied materials, the same shall be arranged by the Contractor. The Contractor shall be fully responsible for all loss/ damages etc. during loading, transit and unloading of Goods at site and the Purchaser will be fully indemnified against such loss/ damages.

18.3 All other sub-clauses of Clause no. 52.0 of 'General Conditions of Contract' 'Specifically agreed' shall remain unaltered.

18. Other Insurance:

19.1 The Contractor shall be responsible to take necessary insurances i.e. Workman Compensation Policy (WC), Plant & Machinery and Motor Vehicle Insurance, Third party Insurance and other applicable Insurances for an amount commensurate with its scope and the Contract Value. Copies of the same shall be submitted to Purchaser when required. In the event, Contractor finds the amount or terms of insurances to be inadequate, Contractor shall immediately rectify the same in accordance with the terms of the Contract.

19.2 All other sub-clauses of Clause no. 52.0 of 'General Conditions of Contract' 'Specifically agreed' shall remain unaltered

Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699



19. Limitation of Liability:

20.1 Limitation of Liability conditions shall be as stipulated under Clause No. 60.0 of 'General Conditions of Contract'.

20. Settlement of Disputes:

21.1 Settlement of Disputes conditions shall be as stipulated under Clause No. 10.0 of 'General Conditions of Contract'.

21. Assignment and Subletting of Contract:

22.1 Assignment and Subletting of Contract conditions shall be as stipulated under Clause No. 27.0 of 'General Conditions of Contract'.

22. Work Completion Certificate:

23.1 The Contractor shall inform Purchaser in writing on completion of the Works / Facilities as assigned in the LOA and requests for completion certificate of the Works / Facilities. completion of the Works / Facilities Completion Certificate shall be issued by Purchaser's Project In-charge when the Works/ Facilities are completed fully in accordance with the terms of the Contract after taking into consideration of all Tests (if any) and pre-& post qualification and acceptance criteria in line with provision of GCC clause 24.19.

23. Termination:

24.1 Termination conditions shall be as per the Clause No. 40.0 of 'General Conditions of Contract'.

24. Suspension:

25.1 Provision for Suspension clause shall be as per Clause No. 39.0 of 'General Conditions of Contract'.

25. Arbitration:

26.1 Arbitration conditions shall be as stipulated under Clause No. 11.0 of 'General Conditions of Contract'.

26. Laws and Regulations:

27.1 Laws and Regulations conditions shall be as stipulated under Clause No. 47.0 of 'General Conditions of Contract'.

27. Indemnity:

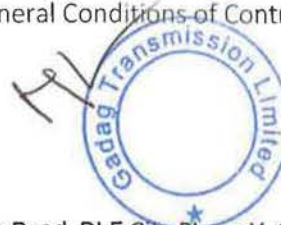
28.1 Indemnity shall be as stipulated under Clause No. 55.0 of 'General Conditions of Contract'.

28. Amendment to the Contract:

Gadag Transmission Limited
CIN: U40100DL2020GOI364213

Corporate Office ReNew:Hub; Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram-122009
Registered Office 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699



All other terms and conditions for the above scope of work/facilities shall be mentioned in the Technical Specification, Drawings, Quality & Safety documents, Special Conditions of Contract (SCC), General Conditions of Contract (GCC), Price Schedules, and various correspondences exchanged as referred above.

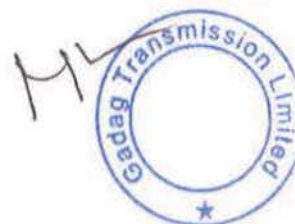
The LOA is issued to the Contractor in duplicate with a request to return the duplicate copy duly signed and stamped as a token of having accepted the LOA and agreed the terms and conditions mentioned above. If the acceptance or any comments are not received within 03 (Three) days from the date of the LOA, the same shall be automatically deemed as accepted by the Contractor.

For, Gadag Transmission Limited	Accepted by For, Shreyas Civil Engineering LLP
Authorized Signatory	Authorized Signatory

Enclosures to LOA are as follows:

1. Annexure-I (Summary of Prices)
2. Annexure-II (Price Break-Up)

Annexure-I				
S.No	Work Description	Unit Price	GST @ 18%	Total Price incld. GST
1	SOIL LEVELLING AND GRADING, EARTHEN DRAIN WORK AND BUND PREPARATION (FOR RTM AND FUTURE AREA)	49,99,878	8,99,978	58,99,856
	Total Price	49,99,878	8,99,978	58,99,856



Annexure-II					
SOIL LEVELLING AND GRADING ,EARTHEN DRAIN WORK AND BUND PREPARATION (FOR RTM AND FUTURE AREA)					
S.No	DESCRIPTION	Quantity	UNITS	Rate	Total Amount
1	Earth work in excavation in drains in all sort of soil including levelling and ramming the bottom of the pit including necessary dewatering shoring, strutting if required & backfilling the foundation trenches with selected excavated earth upto FGL in layers not more than 150 mm including watering and consolidating and disposal/spreading of surplus earth as directed by Engineer-in-charge. Complete as per approved drawings. (measurement shall be done considering 300 mm from the edge of the raft to account working space.)	167.94	Cum	297.00	49,878
2	Earthwork in surface excavation in all kind of soil including filling with excavated earth in layer not exceeding 150mm thick well watered rammed and land shall fully compacted and fined dressed after cutting within lead any field all per building specification and direction of EI.				
	i) RTM AT (Lvl.102.0m)	30000	cum	165.00	49,50,000
	Total				49,99,878
	Incl GST @18%				8,99,978
	Total Incl GST @18%				58,99,856



Mutually Agreed Deviation Resolution Sheet

SOIL LEVELLING AND GRADING ,EARTHEN DRAIN WORK AND BUND PREPARATION (FOR RTM AND FUTURE AREA)				
S.No	DESCRIPTION			
	Old Description	Amended clause	Shreyas Comments (25-04-2024)	Mutually Agreed
1	Earth work in excavation in drains in all sort of soil including levelling and ramming the bottom of the pit including necessary dewatering shoring, strutting if required & backfilling the foundation trenches with selected excavated earth up to FGL in layers not more than 150 mm including watering and consolidating and disposal/spreading of surplus earth as directed by Engineer-in-charge. Complete as per approved drawings. (measurement shall be done considering 300 mm from the edge of the raft to account working space.)	Earth work excavation in drains in all sort of soil necessary dewatering if required and disposal/spreading of surplus earth as directed by Engineer-in-charge. Complete as per approved drawings.	Nil	Noted & Point Closed
2	Earthwork in surface excavation in all kind of soil including filling with excavated earth in layer not exceeding 150mm thick well-watered rammed and land shall fully compacted and fined dressed after cutting within lead any field all per building specification and direction of EI.	Earthwork in surface excavation in all kind of soil including well-watered rammed and land shall fully compacted with fined dressed after cutting. Disposal/spreading of surplus earth & same to be levelled as directed by Engineer-in-charge. Complete as per building specification and direction of EI.(Land is at higher elevation so only cutting shall consider)	In line with discussion dated 23/4/24, scope considered as excavation in all kinds of soil, transportation of excavated soil, dumping at dumping area within premises & leveling of dumped material. Cutting material will be directly shifted to dumping yard. The machine dressed surface for cutting area will be handed over till the tolerance of +/- 100 mm over FGL.	Noted & Point Closed



ANNEXURE-P/5



भारत सरकार
GOVERNMENT OF INDIA
विद्युत मंत्रालय
MINISTRY OF POWER
केन्द्रीय विद्युत प्राधिकरण
CENTRAL ELECTRICITY AUTHORITY
क्षेत्रीय निरीक्षक संगठन
REGIONAL INSPECTORIAL ORGANISATION



ब्लाक IV तीसरी मंजिल, Block IV Floor III, शास्त्री भवन Shastri Bhavan, चेन्नै-६ Chennai - 600 006

No. 37/173/01/2026-RIO(S)/932

Dated: 09.01.2026

To
Authorized signatory,
M/s. Gadag Transmission Limited,
ReNew Hub, Commercial Block-1, Zone-6,
Golf Course Road, DLF City Phase-V, Gurugram-122009

Approval for Energisation

विषय/Subject: Approval for Energisation of 400/220kV, 1 x 500 MVA, ICT (6th) and associated equipment of 400kV Bay (No. 426 & 427), 220kV bays (bay no. 220) at M/s. Gadag Transmission Limited, 400/220kV S/S, Gadag, Karnataka under Regulation 45 of the Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2023.

Ref:

1. Online Application No: A/2025/17702 dated 05.12.2025.
2. Our Inspection Report: No. 37/173/12/2025-RIO(S)/862 Dated: 21.12.2025
3. Your Compliance report was uploaded on 08.01.2026.

Whereas the 400/220kV, 1 x 500 MVA, ICT (6th) and associated equipment of 400kV Bay (No. 426 & 427), 220kV bays (bay no. 220) at M/s. Gadag Transmission Limited, 400/220kV S/S, Gadag, Karnataka was inspected by the undersigned on 20.12.2025 under regulation 45 of the Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2023.

Approval for Energization of the said Electrical Installation is hereby accorded subject to following conditions by the applicant:

1. Applicant shall ensure to have all other requisite clearances/NOCs from other authorities, as applicable.
2. Adherence to relevant provisions of the Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2023 shall be ensured by the applicant for safety during operation and maintenance.

The first periodic inspection of the above installation shall be carried out at an interval of 05 years from the date of this inspection under regulation 32 of CEA (Measures relating to safety and Electric Supply) Regulations, 2023.

Next inspection is due before 19.12.2030.

Digitally signed by
Bitra Venkata Sandeep
Date: 10-01-2026
16:37:22

(बी वी संदीप/ B. V. Sandeep)
Deputy Director &
Electrical Inspector to the Govt. of India

ANNEXURE						
400kV Gadag PSS, Gulaguli Village Gulaguli- Mushgeri Road, Gajendragarh Taluka, Karanataka Pincode: 582211						
400/220 KV Gadag Substation LIST OF EQUIPMENTS						
400kV Equipments						
Sr. No.	Equipment Name	Make	Capacity	Equipment Sr. No.	Location	Total Quantity
1	CIRCUIT BREAKER (CB SF ₆)	SIEMENS	420kV,63KA,Control e voltage-220V DC 4000A	01/2025/43695	Bay-427	2 Sets
				01/2025/43696	Bay-426	
2	CURRENT TRANSFORMER (CT)	GE	420kV 3000/1A	R: 37994049126 Y: 37994049127 B: 37994049128	Bay-427	6 Nos
				R: 37994049129 Y: 37994049130 B: 37994049131	Bay-426	
3	SURGE ARRESTOR (LA)	Lamco Industries Pvt Ltd	336 KV,10KV	R: 144 Y: 145 B: 146	Bay-427	3 Nos
4	ISO with 1 ES	S&S Switchgear Ltd	420kV, rated current capacity-3150 Amps,63KA	89A: 1958-112-03-R,Y,B 89B: 1958-112-02-R,Y,B 89T: 1958-112-05-R,Y,B	Bay-427	5 Sets
				89A: 1958-112-01-R,Y,B 89B: 1958-112-04-R-Y-B	Bay-426	
5	ICT	Toshiba	500MVA 400/220/33kV	90883A01	Bay-427	1 Nos
6	400kV CRP	GE	400kV	400kV Tie Panel	400kV SPR Room	1 Nos
				400kV ICT Panel		1 sets

SLNO	BAY NUMBER	SCHEME
1	427 - ICT BAY (HV)	ONE & HALF BREAKER SCHEME
2	426 -TIE BAY	
3	425 - FUTURE BAY	
4	220 - ICT BAY (IV)	DOUBLE BUS WITH TRANSFER BUS SCHEME

T.S. Venkata S/L

रूप निदेशक / Deputy Director
क्षेत्रीय निरीक्षण संगठन
Regional Inspectional Organisation
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
चेन्नै / Chennai-600 006

ANNEXURE

400kV Gadag PSS, Gulaguli Village Gulaguli- Mushgeri Road,
Gaiendragarh Taluka, Karanataka Pincode: 582211
LIST OF EQUIPMENTS

220kV Equipments

Sr. No.	Equipment Name	Make	specification	Capacity	Equipment Sr. No.	Location	Total Quantity
1	CIRCUIT BREAKER (CB SF ₆)	SIEMENS	Rating- 245KV,50KA,Controle voltage-220V DC	245kV 1600A	01/2025/43694	Bay-220	1 Sets
	CURRENT TRANSFORMER	GE T&D INDIA	Rating-220KV,MFG-2025	1600/1A	R: 37994049173 Y: 37994049174 B: 37994049175	Bay-220	
3	SURGE ARRESTOR (LA)	Lamco Industries Pvt Ltd	90KV,10KA	90kV rms	R: 785 Y: 786 B: 787	Bay-220	3 Nos
6	ISO without ES	S&S Switchgear Ltd	Rating - 245KV,50KA,MFG- 2025,Controle voltage- 220V DC	245kV 1600A	89B: 1958 B-214-02-R,Y,B 89C: 1958 B -214-01-R,Y,B	Bay-220	2 Sets
7	ISO with 1 ES	S&S Switchgear Ltd	Rating - 245KV,50KA,MFG- 2025,Controle voltage- 220V DC	245kV 1600A	89A: 1958 B-212-05	Bay-220	1 Sets
8	ISO with 2ES	S&S Switchgear Ltd	Rating - 245KV,50KA,MFG- 2025,Controle voltage- 220V DC	245kV 1600A	89L: 1958 B-213-07	Bay-220	1 Sets
9	CRP 220KV	GE			220kV ICT Panel		1 Nos

T.S. Venkata S

उप निदेशक / Deputy Director
क्षेत्रीय निरीक्षण संगठन
Regional Inspectorial Organisation
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
चेन्नै / Chennai-600 005.

Format IV
Provisional Approval for Charging and trial run
SRLDC

Unique ID :3800

Approval No : SRLDC/FTC/GTL/2026/170504

Approved Date : 11-Mar-2026

To,
General Manager, Transmission, GTL

Sub: Provisional Approval for Charging and Trial run of the following transmission elements

SL.N o	TYPE	Element Name	Date and Time of Charging
1	BAY	400 KV 427 Bay at 400/220KV ISTS Gadag PSS (400KV Trafo Bay)	11-Mar-2026 19:00

Modified Element Remarks : NA

Ref: 1) Your Application dated 28-Jan-2026 in Format -I,
2) SRLDC response dated 28-Jan-2026 in Format - II
3) Your Request and Details forwarded on dated 28-Jan-2026 in Format III,IIIA,IIIB,IIIC and IIID
4) Your latest response on dated : 11-Mar-2026 .

The following Remarks is given : Format IV valid till 6 Months

Comments : 1.Please ensure All protection settings shall be in service & real time code shall be availed from SRLDC Control Room.
2.Subject to real time conditions and availability of real time data and dedicated Voice 3. Ensure to fulfil all the comments given by SRLDC - SCADA / SEM /Reliability / Protection / Grid Op./TS / FTC

Madam/Sir,

The above documents have been examined by SRLDC and approval for charging of the subjects elements/bay(s) is hereby accorded. This approval is provisional and in the intervening period, if any of the conditions given in the undertaking submitted by you are found to be violated, the approval stands cancelled. Kindly obtain a real time code from SRLDC for each element switching as well as commencement of the trial operation.Real Time Code will be issued subject to reliability consent of SRLDC and/or NLDC.,

NB: This Provisional Approval would remain valid till validity of charging approval issued by CEA Electrical Inspector, which is valid upto six months from the day of issuance of CEA approval.

Thanking you,


S Suresh Raj

Deputy General Manager (MO and FTC)
Southern Regional Load Despatch Centre

Format IV
Provisional Approval for Charging and trial run
SRLDC

Unique ID :3800

Approval No : SRLDC/FTC/GTL/2026/441267

Approved Date : 11-Mar-2026

To,
General Manager, Transmission, GTL

Sub: Provisional Approval for Charging and Trial run of the following transmission elements

SL.N o	TYPE	Element Name	Date and Time of Charging
1	BAY	220 KV 220 Bay at 400/220KV ISTS Gadag PSS (220KV ICT-6 Bay)	11-Mar-2026 19:00

Modified Element Remarks : NA

Ref: 1) Your Application dated 28-Jan-2026 in Format -I,

2) SRLDC response dated 28-Jan-2026 in Format - II

3) Your Request and Details forwarded on dated 28-Jan-2026 in Format III,IIIA,IIIB,IIIC and IIID

4) Your latest response on dated : 11-Mar-2026 .

The following Remarks is given : Format IV valid till 6 Months

Comments : 1.Please ensure All protection settings shall be in service & real time code shall be availed from SRLDC Control Room.
2.Subject to real time conditions and availability of real time data and dedicated Voice 3. Ensure to fulfil all the comments given by SRLDC - SCADA / SEM /Reliability / Protection / Grid Op./TS / FTC

Madam/Sir,

The above documents have been examined by SRLDC and approval for charging of the subjects elements/bay(s) is hereby accorded. This approval is provisional and in the intervening period, if any of the conditions given in the undertaking submitted by you are found to be violated, the approval stands cancelled. Kindly obtain a real time code from SRLDC for each element switching as well as commencement of the trial operation.Real Time Code will be issued subject to reliability consent of SRLDC and/or NLDC.,

NB: This Provisional Approval would remain valid till validity of charging approval issued by CEA Electrical Inspector, which is valid upto six months from the day of issuance of CEA approval.

Thanking you,



S Suresh Raj

Deputy General Manager (MO and FTC)

Southern Regional Load Despatch Centre

Format IV
Provisional Approval for Charging and trial run
SRLDC

Unique ID :3800

Approval No : SRLDC/FTC/GTL/2026/733002

Approved Date : 11-Mar-2026

To,
General Manager, Transmission, GTL

Sub: Provisional Approval for Charging and Trial run of the following transmission elements

SL.N o	TYPE	Element Name	Date and Time of Charging
1	BAY	400 KV 426 Bay at 400/220KV ISTS Gadag PSS (400KV Tie Bay)	11-Mar-2026 19:00

Modified Element Remarks : NA

Ref: 1) Your Application dated 28-Jan-2026 in Format -I,

2) SRLDC response dated 28-Jan-2026 in Format - II

3) Your Request and Details forwarded on dated 28-Jan-2026 in Format III,IIIA,IIIB,IIIC and IIID

4) Your latest response on dated : 11-Mar-2026 .

The following Remarks is given : Format IV valid till 6 Months

Comments : 1.Please ensure All protection settings shall be in service & real time code shall be availed from SRLDC Control Room.
2.Subject to real time conditions and availability of real time data and dedicated Voice 3. Ensure to fulfil all the comments given by SRLDC - SCADA / SEM /Reliability / Protection / Grid Op./TS / FTC

Madam/Sir,

The above documents have been examined by SRLDC and approval for charging of the subjects elements/bay(s) is hereby accorded. This approval is provisional and in the intervening period, if any of the conditions given in the undertaking submitted by you are found to be violated, the approval stands cancelled. Kindly obtain a real time code from SRLDC for each element switching as well as commencement of the trial operation.Real Time Code will be issued subject to reliability consent of SRLDC and/or NLDC.,

NB: This Provisional Approval would remain valid till validity of charging approval issued by CEA Electrical Inspector, which is valid upto six months from the day of issuance of CEA approval.

Thanking you,



S Suresh Raj

Deputy General Manager (MO and FTC)

Southern Regional Load Despatch Centre

Format IV
Provisional Approval for Charging and trial run
SRLDC

Unique ID :3800

Approval No : SRLDC/FTC/GTL/2026/913654

Approved Date : 11-Mar-2026

To,
General Manager, Transmission, GTL

Sub: Provisional Approval for Charging and Trial run of the following transmission elements

SL.N o	TYPE	Element Name	Date and Time of Charging
1	ICT	500 MVA, 400 KV/220 KV/33 KV ICT 6 at 400/220kV GTL PSS (Along with 427 Bay(s))	11-Mar-2026 19:00

Modified Element Remarks : NA

Ref: 1) Your Application dated 28-Jan-2026 in Format -I,

2) SRLDC response dated 28-Jan-2026 in Format - II

3) Your Request and Details forwarded on dated 28-Jan-2026 in Format III,IIIA,IIIB,IIIC and IIID

4) Your latest response on dated : 11-Mar-2026 .

The following Remarks is given : Format IV valid till 6 Months

Comments : 1.Please ensure All protection settings shall be in service & real time code shall be availed from SRLDC Control Room.
2.Subject to real time conditions and availability of real time data and dedicated Voice 3. Ensure to fulfil all the comments given by SRLDC - SCADA / SEM /Reliability / Protection / Grid Op./TS / FTC

Madam/Sir,

The above documents have been examined by SRLDC and approval for charging of the subjects elements/bay(s) is hereby accorded. This approval is provisional and in the intervening period, if any of the conditions given in the undertaking submitted by you are found to be violated, the approval stands cancelled. Kindly obtain a real time code from SRLDC for each element switching as well as commencement of the trial operation.Real Time Code will be issued subject to reliability consent of SRLDC and/or NLDC.,

NB: This Provisional Approval would remain valid till validity of charging approval issued by CEA Electrical Inspector, which is valid upto six months from the day of issuance of CEA approval.

Thanking you,



S Suresh Raj

Deputy General Manager (MO and FTC)

Southern Regional Load Despatch Centre

ANNEXURE-P/7**CENTRAL ELECTRICITY REGULATORY COMMISSION****NEW DELHI****Petition No. 32/TL/2024****Coram:****Shri Jishnu Barua, Chairperson****Shri Arun Goyal, Member****Date of order: 13th June, 2024****In the matter of:**

Application under Sections 14, 15, 79(I)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission Licence and other related matters) Regulations, 2009 seeking Transmission License for Gadag Transmission Limited for the Transmission Project to be constructed through regulated tariff mechanism (RTM).

And**In the matter of****Gadag Transmission Limited,**

138, Ansal Chambers II,
Bhikaji Cama Place, New Delhi- 110066

....Petitioner**Vs.****1. Central Transmission Utility of India,**

“Saudamini”, Plot No-2,
Sector-29, Gurgaon
Haryana – 122001.

2. Kerala State Electricity Board Limited,

Vaidhyuthi Bhawan, Pattom,
Thiruvananthapuram, Kerala- 695004.

3. Tamil Nadu Generation and Distribution Company Limited,

NPKRR Maaligai, 144,
Anna Salai, Chennai- 600002.

4. Southern Power Distribution Company of Andhra Pradesh Limited,

D. NO:19-13-65/A,
Srinivasapuram Tiruchanoor Road,
Tirupati – 517503.

5. Eastern Power Distribution Company of Andhra Pradesh Limited,

P&T Colony, Seethammadhara,
Visakhapatnam- 530017.

6.Southern Power Distribution Company of Telangana Limited,
6-1-50, Mint Compound,
Hyderabad-500 063.

7.Northern Power Distribution Company of Telangana Limited,
2-5-31/2 Vidyuth Bhavan, Nakkalgutta,
Hanamkonda, Warangal-506001.

8.Bangalore Electricity Supply Company Limited,
K.R. Circle, Bengaluru-560001.

9.Gulbarga Electricity Supply Company Limited,
Station Road, Kalaburagi, Karnataka 585102.

10. Hubli Electricity Supply Company Limited,
Navanagar, P.B. Road, Hubli-580025.

11. Mangalore Electricity Supply Company Limited,
MESCOM Bhavan, Kavoov Cross Road,
Bejai, Mangalore – 575004.

12. Chamundeshwari Electricity Supply Corporation Limited,
No. 29, Vijaynagar 2nd Stage,
Hinkal, Mysore- 570017.

13. Electricity Department, Govt of Puducherry,
137, NSC Bore Road, Electricity Department,
Puducherry- 605001.

.... Respondents

Following were present:

Shri Girik Bhalla, Advocate, KNTL
Ms. Anamika Rana, Advocate, KNTL
Shri Mohit Jain, KNTL
Ms. Priyadarshini, Advocate, PFCCCL
Shri Anubhav Kansal, PFCCCL
Siddharth Sharma, CTUIL
Shri Akshyvat Kislay, CTUIL

ORDER

The Petitioner, Gadag Transmission Limited (hereinafter referred to as 'GTL'),
has filed the present Petition under Sections 14, 15 and 79 (1) (e) of the Electricity Act,
2003 (hereinafter referred to as 'the Act') read with the provisions of the Central
Electricity Regulatory Commission (Terms and Conditions for grant of Transmission

license and other related matters) Regulations, 2009 (hereinafter referred to as ‘the Transmission Licence Regulations’) for the grant of a separate transmission licence for the implementation of “Augmentation of transformation capacity at 400/200kV Gadag PS in Karnataka by 1x500 MVA, 400/200 kV ICT (6th)” under the Regulated Tariff Mechanism (RTM) mode (hereinafter referred to as ‘transmission scheme’) in line with Office Order dated 28.10.2021 (hereinafter referred to as the ‘Office Order dated 28.10.2021’) issued by the Ministry of Power. The scope of the project for which the transmission licence has been sought is as under:

Name of the scheme and Implementation timeframe	Estimated Cost (₹ crore)	Remark
Augmentation of Transformation Capacity at 400/220kV Gadag PS in Karnataka by 400/220kV, 1x500 MVA ICT (6th)	57.59	18 months from the date of issue of OM by CTUIL

2. The Petitioner company was incorporated as a Special Purpose Vehicle (‘SPV’) by the REC Project Development and Consultancy Limited (‘RECPDCL’) as part of the Tariff Based Competitive Bidding (‘TBCB’) process to establish the “Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka - Part A”, on a Build, Own, Operate and Maintain (‘BOOM’) basis. ReNew Transmission Ventures Private Limited (‘RTVPL’) participated in the competitive bidding process conducted by RECPDCL, and upon emerging as a successful bidder, a Letter of Intent (‘LoI’) was issued to RTVPL by RECPDCL on 27.1.2022. In accordance with the bidding documents, RTVPL acquired 100% shareholding in GTL. On 10.12.2021, GTL entered into a Transmission Service Agreement (‘TSA’) with the Long-Term Transmission Customer (‘LTTCs’), namely, with ReNew Solar Power Private Limited and Vena Energy Vidyuth Private Limited on a Build, Own, Operate and Maintain (‘BOOM’) basis under TBCB mechanism. The Commission, in its order dated 18.7.2022 in Petition No.

105/TL/2022, granted a transmission licence to GTL for the establishment of the “Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka - Part A”, on a BOOM basis consisting of the following elements:

S. No.	Name of the Transmission Element	Scheduled COD from Effective Date
1	<i>Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (1X125 MVAR) bus reactor</i> <i>400/220 kV, 500 MVA ICT – 2 nos.</i> <i>400 kV ICT bays – 2 nos.</i> <i>220 kV ICT bays – 2 nos.</i> <i>400 kV line bays – 2 nos.</i> <i>220 kV line bays – 4 nos.</i> <i>125 MVAR, 420 kV reactor – 1 no.</i> <i>420 kV reactor bay – 1 no.</i> <i>220 kV bus coupler (BC) bay -1 no.</i> <i>220 kV transfer bus coupler(TBC) bay- 1 no.</i> Future provisions: 400 kV: • Space for 400 kV Line bay with switchable line reactor: 8 nos. • 400/220kV ICT along with associated bay: 4 nos. 220kV: • Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus) • Bus coupler bay: 1 nos. • Transfer Bus coupler bay: 1 nos. • Space for future 400/220kV ICT bay: 4 nos. • Space for future line bay: 8 nos	18 Months
2	Gadag PS - Narendra (New) PS 400 kV (high capacity equivalent to quad moose) D/c line	
3	400 kV GIS line bays at Narendra (new) for Gadag PS-Narendra (New) PS 400 kV D/c Line 400 kV GIS line bays – 2 nos	

Note:

- (i) POWERGRID to provide space for 2 no. of 400 kV GIS line bays at Narendra (New) 400 kV substation for termination of Gadag PS-Narendra (New) 400 kV (high capacity equivalent to quad moose) D/C line.
- (ii) The schedule of implementation of the scheme would be 18 months from the date of transfer of SPV.”

3. The Petitioner has submitted that after the grant of a separate transmission licence, the Petitioner shall proceed to implement the transmission scheme under RTM mode. The estimated completion cost of the transmission scheme, as per CTUIL's Office Memorandum (OM), is Rs. 57.59 crore. After completion of the transmission scheme, the Petitioner shall approach the Commission for determination of the transmission charges in accordance with the Transmission Licence Regulations.

4. The Commission, after considering the application of the Petitioner in light of the provisions of the Act and the Transmission Licence Regulations, vide its order dated 14.03.2024, prima facie proposed to grant a separate transmission licence to the Petitioner to implement the transmission projects detailed in paragraph 1 of the order.

The relevant extracts of the order dated 14.3.2024 are extracted as under:

“19. In the present case, the Petitioner does not fulfil any of the eligibility conditions for the grant of transmission licence. However, in the 23rd meeting of the National Committee on Transmission, it was indicated that as per the revised Terms of Reference issued by the Ministry of Power, Government of India, ISTS projects costing up to Rs. 100 crore or such limit as may be prescribed by Ministry of Power from time to time would be approved by CTUIL including its mode of implementation. The scheme has been identified for implementation through RTM mode by CTUIL. Non- grant of transmission licence to any agency nominated by NCT to implement a transmission system through a regulated tariff mechanism given the provisions of Regulation 6 defeats the purpose of the Government's Policy decision. We are of the view that considering the strategic importance of the transmission line, it is a fit case for relaxation of the provisions of Regulation 6 by invoking the power vested under Regulation 24 of the Transmission Licence Regulations.

20. Regulation 24 of the Transmission Licence Regulations, dealing with the power to relax in appropriate cases, provides as under:

“24. The Commission may, when it considers necessary or expedient to do so and for reasons to be recorded in writing, relax or depart from any of the provisions of these regulations.”

21. It is an established principle of law that the power to relax has to be strictly construed and is to be exercised judiciously and with caution. Further, the power to relax is to be exercised only when undue hardship is caused by applying the

rules or regulations. In the present case, the Petitioner is a transmission licensee who is already implementing the project defined under its scope through the TBCB mechanism. The present Petition is consequent to the office order 28.10.2021 notified by the Ministry of Power Government of India wherein CTUIL has been authorized to determine the mode of implementation of ISTS projects costing up to Rs. 100 crore to 500 Crore. Pursuant to the direction n of the Ministry of Power, CTUIL, vide its Office Memorandum dated 10.7.2023, has determined a list of Projects to be implemented or through a Regulated Tariff Mechanism, which also includes the instant Petition for the subject transmission system.

22. Since the Petitioner is already an inter-State transmission licensee and has been identified as an agency to implement the project as per RTM, the Commission, in the exercise of power under Regulation 24, hereby relaxes the provision of Regulation 6 of the Transmission Licence Regulations and holds that the Petitioner is eligible for grant of transmission licence. We, hereby, direct that a public notice under clause (a) of sub-section (5) of Section 15 of the Act be published to invite suggestions or objections to grant a transmission licence aforesaid. The objections or suggestions, if any, shall be filed by any person before the Commission by 5.4.2024.

5. A public notice under Sub-section (5) of Section 15 of the Act was published on 22.3.2024 in all editions of the Hindu (English) and Amar Ujala (Hindi). No suggestions/objections have been received from members of the public in response to the public notice.

6. The case was called out for a hearing on 10.4.2024. During the course of the hearing, the learned counsel for the Petitioner submitted that no objection was received in response to the public notice published by the Commission under sub-section (5) of Section 15 of the Act. Accordingly, it was requested that a separate transmission licence be granted to the Petitioner Company.

7. The representative of CTUIL submitted that CTUIL has already recommended the grant of the transmission licence. CTUIL further vide an additional affidavit dated 22.2.2024 placed on record the copy of a corrigendum dated 15.3.2024 to recommendation dated 12.2.2024 for the grant of a transmission licence to the

Petitioner. By way of the said corrigendum, CTUIL revised the date of the OM from 1.1.2024 to 1.2.2024 and revised the SCOD from 30.6.2025 to 1.7.2025.

8. Vide Record of proceedings for the hearing dated 10.4.2024, the CTUIL was directed to provide the details regarding the status of the commissioning of the generators and their start date of the connectivity, which has been granted connectivity at Gadag sub-station. The CTUIL, vide its affidavit dated 31.5.2024, has submitted the details of the status of commissioning and start date of connectivity of generators which have been granted connectivity at Gadag sub-station, as under:

Sl. No	Application ID	Name of the Applicant	Present Connectivity granted/ agreed (MW)	ISTS connectivity substation	Connectivity start date (as per grant)	Expected date of connectivity to be made effective (as per latest schedule)	Generation Schedule
1	1200002872	Vena Energy Vidyuth Pvt. Ltd.	160	Gadag PS	31.03.2023 or availability of common transmission system and transmission system strengthening scheme in WR whichever is later.	15.6.2024	160MW: 25.05.2024
2	1200003242	Renew Solar Power Pvt Ltd	300	Gadag PS	31.12.2022 or availability of common transmission system and transmission system strengthening scheme in WR whichever is later.	15.6.2024	99MW: 30.06.2024; 99MW: 31.10.2024; 102MW: 31.12.2024;
3	0251100003	Green Infra Wind Energy Limited	70	Gadag PS	31.05.2025 (With the availability of common transmission system required for effectiveness of Connectivity/ GNA)	31.5.2025	70MW:31.5.2025
4	1200003497	Azure Power India Pvt. Ltd.	120	Gadag PS	16.07.2024	31.12.2024	120MW:31.7.2025
5	1200003534	Azure Power India Pvt. Ltd.	50	Gadag PS	31.12.2024	31.12.2024	50MW: 30.11.2025

Sl. No	Application ID	Name of the Applicant	Present Connectivity granted/ agreed (MW)	ISTS connectivity substation	Connectivity start date (as per grant)	Expected date of connectivity to be made effective (as per latest schedule)	Generation Schedule
6	1200003597	ReNew Naveen Urja Pvt. Ltd	297.5	Gadag PS	16.07.2024	31.12.2024	297.5MW: 30.6.2025
7	0351100002	Green Infra Wind Energy Limited	50	Gadag PS	30.09.2024 (With the availability of common transmission system required for effectiveness of Connectivity/ GNA)	31.12.2024	50MW: 30.9.2024
8	0451100011	Serentica Renewables India Pvt. Ltd	80	Gadag PS	01.10.2024 (With the availability of common transmission system required for effectiveness of Connectivity/ GNA)	31.12.2024	100MW: 30.4.2024; 50MW: 31.5.2024; 65MW: 30.6.2024; 70MW: 30.07.2024
9	1200003761	Serentica Renewables India Pvt. Ltd	65	Gadag PS	01.10.2024 (With the availability of common transmission system required for effectiveness of Connectivity/ GNA)	31.12.2024	
10	1200003828	Serentica Renewables India Pvt. Ltd	40	Gadag PS	01.10.2024 (With the availability of common transmission system required for effectiveness of Connectivity/ GNA)	31.12.2024	
11	0451100010	Serentica Renewables India Pvt. Ltd	100	Gadag PS	01.10.2024 (With the availability of the common transmission system required for effectiveness of Connectivity/ GNA)	31.12.2024	
12	0451100007	Green Infra Wind Energy Limited	178.5	Gadag PS	16.07.2024	31.12.2024	50 MW: 30.04.2024; 50 MW: 31.05.2024;
13	SW5958957 243- M029_D001 _A007- 1670310631 002	Green Infra Wind Energy Limited	1.5	Gadag PS	16.07.2024 (With the availability of common transmission system required for effectiveness of Connectivity/ GNA)	31.12.2024	80 MW: 30.06.2024

Sl. No	Application ID	Name of the Applicant	Present Connectivity granted/ agreed (MW)	ISTS connectivity substation	Connectivity start date (as per grant)	Expected date of connectivity to be made effective (as per latest schedule)	Generation Schedule
14	-	Halvad Renewables Pvt. Ltd.*	140	Gadag PS	*Agreed for grant. Connectivity intimation couldn't be issued due sharing agreement submission pending.		
15	-	Halvad Renewables Pvt. Ltd.*	130	Gadag PS			
16	1200003790	Project Eight Renewable Power Private Limited \$	300	Gadag PS	\$ Consequent to cancellation of the LOA by SECI, Connectivity has been revoked. However, the Hon'ble High Court of Karnataka has stayed the revocation and subsequent allocation of bays / capacity.		
17	1200003794	SolarOne Energy Private Limited ^	300	Gadag PS	^ Consequent to cancellation of the LOA by SECI, Connectivity was revoked. However, vide order dated 21.4.2024 in Petition No. 291/MP/2023 & 292/MP/2023, CERC relaxed the provision of Regulations 24.6 and allow the applicant to convert connectivity granted under LOA route to any other route under Regulation 5.8(xi) of the GNA Regulations and submit the land documents/ land BG within 2 weeks. Subsequently, vide order dated 04.05.2024 in IA(Diary) No. 230/2024 and 231/2024, CERC permit one time extension for submission of BG by 20.05.2024, failing which connectivity shall be revoked.		

9. The representative of CTUIL submitted during the course of the hearing that vide letter dated 15.12.2023, CTUIL has requested the Ministry of Power to clarify the requirement of approval of the Central Government to transmission schemes under the Transmission System Planning Rules, 2021 for the Projects costing up to Rs. 500 crore approved by NCT/CTUIL as per the Ministry's Order dated 28.10.2021. Any directions or observations received from the Ministry of Power in this regard shall be placed before the Commission. Considering the submissions, CTUIL is directed to place on record the response received from the Ministry of Power as and when it is

received. Meanwhile, we proceed to grant the transmission licence to the Petitioner Company so that the construction work of the transmission line may not be delayed

10. As regards the grant of the transmission licence, Clauses (15) and (16) of Regulation 7 of the Transmission Licence Regulations provide as under:

“(15) The Commission may after consideration of the further suggestions and objections, if any, received in response to the public notice as aforesaid, grant licence as nearly as practicable in Form-III attached to these regulations or for reasons to be recorded in writing, reject the application if such application is not in accordance with the provisions of the Act, the rules or regulations made thereunder or any other law for the time being in force or for any other valid reason.

(16) The Commission may, before granting licence or rejecting the application, provide an opportunity of hearing to the applicant, the Central Transmission Utility, the long-term customers, or the person who has filed suggestions and objections, or any other person: Provided further that the applicant shall always be given a reasonable opportunity of being heard before rejecting the application.”

11. In our order dated 14.3.2024, we had proposed to grant a transmission licence to the Petitioner company and directed for the issuance of public notice. In response to the public notice, no suggestions/ objections have been received. CTUIL, vide its letter dated 12.2.2024, has recommended the grant of a transmission license to the Petitioner. The Commission, in its order dated 14.3.2023, had observed that the Petitioner does not fulfil the eligibility conditions for the grant of a transmission licence. Since, in the present case, the Petitioner is a transmission licensee that is already implementing the project defined under its scope through the TBCB mechanism, and the present Petition is consequent to the office order 28.10.2021 notified by the Ministry of Power, Government of India. The Commission vide Order dated 14.3.2024 relaxed the provision of Regulation 6 of the Transmission Licence Regulations and held that the Petitioner is eligible for the grant of a transmission license. Considering

the submissions of the Petitioner and CTUIL, we, accordingly, direct that the transmission licence be granted to the Petitioner, Gadag Transmission Limited, to establish the transmission scheme through the RTM route as per the details given in paragraph 1 above. The Petitioner shall implement its transmission scheme matching with the generation schedule.

12. The grant of the transmission licence to the Petitioner (hereinafter referred to as “the licensee”) is subject to the fulfilment of the following conditions throughout the period of licence:

- (a) The transmission licence shall, unless revoked earlier, remain in force for a period of 25 years from the date of issue;
- (b) The transmission licensee shall comply with the provisions of the Transmission Licence Regulations or any subsequent enactment thereof during the period of subsistence of the licence;
- (c) The licensee may make an application, two years before the expiry of the initial licence period, for the grant of the transmission licence for another term in accordance with Regulation 13 (2) of the Transmission Licence Regulations which shall be considered by the Commission in accordance with law;
- (d) The licensee shall not enter into any contract for or otherwise engage in the business of trading in electricity during the period of subsistence of the transmission licence;
- (e) The licensee shall have the liability to pay the license fee in accordance with the provisions of the Central Electricity Regulatory Commission (Payment of Fees) Regulations, 2012, as amended from time to time or any subsequent

enactment thereof. Delay in payment or non-payment of licence fee or a part thereof for a period exceeding 60 days shall be construed as breach of the terms and conditions of the licence;

(f) The licensee shall comply with the directions of the National Load Despatch Centre under Section 26 of the Act, or the Regional Load Despatch Centre under sub-section (3) of Section 28 or sub-section (1) of Section 29 of the Act, as may be issued from time to time for maintaining the availability of the transmission system;

(g) The licensee shall remain bound by the provisions of Central Electricity Regulatory Commission (Standard of Performance of inter-State transmission licensees) Regulations, 2012 or subsequent enactment thereof:

(h) The licensee shall provide the non-discriminatory open access to its Transmission System for use by any other licensee, including a distribution licensee or an electricity trader, or generating company or any other person in accordance with the Act; the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008; the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2023; the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time or any subsequent re-enactments thereof;

(i) The licensee shall not undertake any other business for optimum utilization of the Transmission System without prior intimation to the Commission and shall comply with the provisions of the Central Electricity

Regulatory Commission (Sharing of Revenue Derived from Utilization of Transmission Assets for other business) Regulations, 2020;

(j) The licensee shall remain bound by provisions of the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020 as amended from time to time;

(k) The licensee shall remain bound by the provisions of the Act, the Rules and Regulations framed thereunder, in particular the Transmission Licence Regulations, the Grid Code, the Standards specified by the Central Electricity Authority, orders and directions of the Commission issued from time to time;

(l) The licensee shall ensure the execution of the Project as per the Technical Standards and Grid Standards of CEA;

(m) The licensee shall submit all such report or information as may be required under Transmission Licence Regulations, Standard of Performance Regulations or any other regulation of the Commission or as per the directions of the Commission as may be issued from time to time.

(n) The licensee shall ensure that the EPC contract for the execution of work under the scope of the project is awarded through a competitive bidding process.

13. The Central Electricity Authority/ CTUIL shall monitor the execution of the Project and bring to the notice of the Commission any lapse on the part of the licensee to meet the schedule for further appropriate action in accordance with the provisions of the Act and the Transmission Licence Regulations.

14. An extract of a copy of this order be sent to the Central Government in the Ministry of Power and the Central Electricity Authority in terms of sub-section (7) of Section 15 of the Electricity Act, 2003, for their information and record.

15. Petition No. 32/TL/2024 is allowed in terms of the above.

Sd/-
(Arun Goyal)
Member

sd/-
(Jishnu Barua)
Chairperson

ANNEXURE-P/8



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 भवन, आर.के. पुरम, नई दिल्ली

Sewa Bhawan, R.K Puram, New Delhi

Office Memorandum

विषय: अंतर-राज्यीय ट्रांसमिशन सिस्टम (आईएसटीएस) परियोजनाओं के लिए सामान्य कार्यान्वयन समय-सीमा के संबंध में ।

Subject: General implementation timelines for Inter-State Transmission System (ISTS) projects—regarding.

National Committee on Transmission (NCT) in its 40th meeting held on 15th April 2026 approved standardized implementation timelines for various configurations of Inter-State Transmission System (ISTS) projects for better predictability and coordinated system development as under:

Sl. No.	Transmission Work	Implementation Timeline (Months)
1.	Greenfield AIS/GIS/Hybrid Sub-station (765kV or 400kV)	36
2.	Greenfield AIS/GIS/Hybrid Sub-station (220kV or 132kV)	24
3.	HVDC system (Line + S/s)	48-54
4.	765kV D/c line (Length < 100km)	30
5.	765kV D/c line (Length > 100km)	36
6.	400kV D/c line (Length < 50km)	24
7.	400kV D/c line (Length > 50km)	30
8.	220kV or 132kV line	24
9.	Augmentation at Existing AIS Sub-station (400kV and above)	30
10.	Augmentation at Existing AIS Sub-station (220/230kV and below)	24
11.	Augmentation at Existing GIS/Hybrid Sub-station (132kV and above)	30

Note:

1. For hilly / tough terrains in NER, Sikkim, J&K, Ladakh and Himachal Pradesh, an additional 6-12 months may be added in the above timelines on need / merit basis.
2. In case of a scheme having combination of the above-mentioned types of projects, the qualifying time schedule of the activity having maximum time period shall be considered for

the scheme as a whole. However, in case of any exigency, compressed time schedule may be considered on case-to-case basis.

Generation/ transmission developers, DISCOMs, Bulk load and other relevant stakeholders are advised to take the above timelines into account while planning their generation/ load schedules, financial closure, equipment procurement, and related milestones for better alignment with the corresponding transmission system.

This issues with the approval of the competent authority.

Digitally signed by
Bhagwan Sahay Bairwa
Date: 12-06-2026
17:03:07

(बी.एस.बैरवा / B.S. Bairwa)

मुख्य अभियन्ता एवं सदस्य सचिव, (एन.सी.टी.)/
Chief Engineer & Member Secretary (NCT)

To

1. All concerned Generation/Transmission Developers, DISCOMs, Bulk Load and other relevant stakeholders

Copy to:

- I. Joint Secretary (Trans), Ministry of Power, Shram Shakti Bhawan, New Delhi-110001
 - II. Chairperson, NCT
-

ANNEXURE-P/9

To
Board of Directors,
Gadag Transmission Limited,
Shop No 28a, Ground Floor, Omaxe Square Jasola,
Jamia Nagar, South Delhi, New Delhi, Delhi, India, 110025

We have examined the documents, information and other relevant records of Gadag Transmission Limited having its Registered Office: Shop No 28A, Ground Floor, Omaxe Square Jasola, Jamia Nagar, South Delhi, New Delhi, Delhi, India, 110025. On the basis of such examination, and the information and explanations provided to us by the management of the Company, we certify that the capital cost and additional capital expenditure incurred by the Company for "Augmentation of transformation capacity at 400/220 kV Gadag PS in Karnataka by 400 / 220 kV, 1 X 500 MVA ICT (6th) under Gadag Transmission Limited is amounting to Rs. 6,379.58 Lakhs (Indian Rupees Six thousand three hundred seventy-nine Lakhs and fifty-eight Thousand) and based on the management representation provided, capital expenditure proposed to be incurred by the Company for the aforesaid project is estimated to be Rs 197.27 Lakhs (Indian Rupees one hundred ninety-seven lakhs and twenty-seven thousand only) in FY 2026-27 (subject to our remarks in paragraph below), which aggregates to Rs. 6,576.86 Lakhs (Indian Rupees Six Thousand Five Hundred seventy-six lakhs and eighty-six thousand only).

The said element has been put into commercial operation with effect from 15th March 2025 [Date of Commercial Operation (DOCO)]. The details of the capital cost incurred, as verified by us from the records & information provided by the management, are set out in Sl. No. 1 and 2 of the **Annexure A** to this certificate. The figures appearing at Sl. No. 3 of the **Annexure A**, representing Expenditure estimated for Financial Year 2026-27, are based solely on the Management's representation and estimates, and are included herein for completeness and regulatory reporting purposes only.

Annexure A

					Rs. in Lakhs
S. No	Particulars	Capital cost	IEDC*	IDC**	Total cost (2+3+4)
	1	2	3	4	5
1	Expenditure up to DOCO 15.03.2026	5,692.00	275.00	-	5,967.00
2	Expenditure during 16.03.2026 to 31.03.2026	1.89	-	410.70	412.59
3	Estimated Expenditure in FY 2026-27	197.27	-	-	197.27
	TOTAL	5,891.16	275.00	410.70	6,576.86

* Incidental expenses during construction

** Interest during construction

Our certification does not extend to and we express no opinion, assurance or responsibility whatsoever in respect of the figures at Sl. No. 3 of Annexure A. The figures disclosed at Serial No. 3 of the Annexure A, aggregating to Rs. 197.27 Lakhs, represent estimated future capital expenditure that has not yet been incurred as on the date of this certificate and these figures have been provided entirely by and on the basis of representations, declarations, and internal estimates of the Management of the Company. Further 'as represented by the Company, this expenditure has been provisioned to be incurred towards initial spares required under the project. We have also gone through the provisions of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2024 as amended from time to time, wherein it has been shown that expense towards initial spares can be carried out post commissioning of the project as a part of the original scope of work under provision 24(1)(c). We have not performed any audit, review, agreed-upon procedures, or any other verification procedures whatsoever with respect to these estimated figures. Being prospective/future in nature, these figures are inherently subject to uncertainties, assumptions, and business, economic, and regulatory conditions that may or may not materialize. Actual expenditure incurred in FY 2026-27 may differ materially from the estimates presented herein.

Branch Office:
1007, 10th Floor, Roots Tower,
Laxmi Nagar Distt Centre,
Laxmi Nagar,
Delhi - 110 092, India.

Phone : +91-11-4104 9394

E-Mail : jitendra@bdgin.com

We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.

For B D G & CO LLP
Chartered Accountants
Firm Registration Number: 119739W/W100900




Sourabh Chittora
Partner

Membership Number: 131122
UDIN: 26131122EAUQYM1809
Place: Gurugram
Date: 12 June, 2026

Branch Office:
1007, 10th Floor, Roots Tower,
Laxmi Nagar Distt Centre,
Laxmi Nagar,
Delhi - 110 092. India.

Phone : +91-11-4104 9394

E-Mail : jitendra@bdgin.com

To
Board of Directors,
Gadag Transmission Limited,
Shop No 28A, Ground Floor, Omaxe Square Jasola,
Jamia Nagar, South Delhi, New Delhi, Delhi, India, 110025

We have examined the documents, information and other relevant records of Gadag Transmission Limited having its Registered Office: Shop No 28A, Ground Floor, Omaxe Square Jasola, Jamia Nagar, South Delhi, New Delhi, Delhi, India, 110025. On the basis of such examination, and the information and explanations provided to us by the management of the Company, we certify that the capital cost and additional capital expenditure incurred by the Company for "Augmentation of transformation capacity at 400/220 kV Gadag PS in Karnataka by 400 / 220 kV, 1 X 500 MVA ICT (6th) under Gadag Transmission Limited" is amounting to Rs. 6,379.58 Lakhs (Indian Rupees Six thousand three hundred seventy-nine lakhs and fifty-eight Thousand) and based on the management representation provided, capital expenditure proposed to be incurred by the Company for the aforesaid project is estimated to be Rs 197.27 Lakhs (Indian Rupees one hundred ninety-seven lakhs and twenty-seven thousand only) in FY 2026-27 (subject to our remarks in paragraph below), which aggregates to Rs. 6,576.86 Lakhs (Indian Rupees six thousand five hundred seventy-six lakhs and eighty-six thousand only).

The said element has been put into commercial operation with effect from 15th March 2026 [Date of Commercial Operation (DOCO)]. The details of the capital cost incurred, as verified by us from the records & information provided by the management, are set out in Sl. No. 1 and 2 of the **Annexure A** to this certificate. The figures appearing at Sl. No. 3 of the **Annexure A**, representing Expenditure estimated for Financial Year 2026-27, are based solely on the Management's representation and estimates, and are included herein for completeness and regulatory reporting purposes only.

Annexure A

Rs. in Lakhs								
S. No	Particulars	Land	Building	Transmission line Cost	Substation	PLCC	Initial Spares	Total cost
	1	2	3	4	5	6	7	8
1	Expenditure up to DOCO 15.03.2026	-	-		5,830.80	-	136. 20	5,967.00
2	Expenditure during 16.03.2026 to 31.03.2026	-	-	-	412.59	-	-	412.59
3	Estimated Expenditure in FY 2026-27	-	-	-	-	-	197.27	197.27
	TOTAL	-	-	-	6,243.39	-	333.47	6,576.86

Our certification does not extend to and we express no opinion, assurance or responsibility whatsoever in respect of the figures at Sl. No. 3 of Annexure A. The figures disclosed at Serial No. 3 of the Annexure A, aggregating to Rs. 197.27 Lakhs, represent estimated future capital expenditure that has not yet been incurred as on the date of this certificate and these figures have been provided entirely by and on the basis of representations, declarations, and internal estimates of the Management of the Company. Further 'as represented by the Company, this expenditure has been provisioned to be incurred towards initial spares required under the project. We have also gone through the provisions of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2024 as amended from time to time, wherein it has been shown that expense towards initial spares can be carried out post commissioning of the project as a part of the original scope of work under provision 24(1)(c). We have not performed any audit, review, agreed-upon procedures, or any other verification procedures whatsoever with respect to these estimated figures. Being prospective/future in nature, these figures are inherently subject to uncertainties, assumptions, and business, economic, and regulatory conditions that may or may not materialize. Actual expenditure incurred in FY 2026-27 may differ materially from the estimates presented herein.

Branch Office:
1007, 10th Floor, Roots Tower,
Laxmi Nagar Distt Centre,
Laxmi Nagar,
Delhi - 110 092. India.

Phone : +91-11-4104 9394

E-Mail : jitendra@bdgin.com

We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.

For B D G & CO LLP
Chartered Accountants
Firm Registration Number: 119739W/W100900



Sourabh Chittora
Partner

Membership Number: 131122

UDIN: 26131122KMQFCV5069

Place: Gurugram

Date: 12 June, 2026



Branch Office:
1007, 10th Floor, Roots Tower,
Laxmi Nagar Distt Centre,
Laxmi Nagar,
Delhi - 110 092. India.

Phone : +91-11-4104 9394

E-Mail : jitendra@bdgin.com



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

₹500 ₹500 ₹500

Certificate No.	: IN-DL94960216742663Y
Certificate Issued Date	: 17-Apr-2026 04:11 PM
Account Reference	: IMPACC (IV)/ dl856703/ DELHI/ DL-STD
Unique Doc. Reference	: SUBIN-DL85670306036370545800Y
Purchased by	: INDIGRID INFRASTRUCTURE TRUST
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INDIGRID INFRASTRUCTURE TRUST
Second Party	: Gadag Transmission Limited
Stamp Duty Paid By	: INDIGRID INFRASTRUCTURE TRUST
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

सत्यमेव जयते



₹500

Please write or type below this line

IN-DL94960216742663Y

This Stamp paper forms an integral part of the Facility Agreement dated 27th May 2026 executed amongst Axis Trustee Services Limited (as trustee to Indigrid Infrastructure Trust), Indigrid Investment Managers Limited and Gadag Transmission 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.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

₹100 ₹100 ₹100 ₹100

Certificate No.	: IN-DL94960006227859Y
Certificate Issued Date	: 17-Apr-2026 04:11 PM
Account Reference	: IMPACC (IV)/ dl856703/ DELHI/ DL-STD
Unique Doc. Reference	: SUBIN-DL85670306037216630135Y
Purchased by	: INDIGRID INFRASTRUCTURE TRUST
Description of Document	: Article 34 Indemnity Bond
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INDIGRID INFRASTRUCTURE TRUST
Second Party	: Gadag Transmission Limited
Stamp Duty Paid By	: INDIGRID INFRASTRUCTURE TRUST
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-DL94960006227859Y

This Stamp paper forms an integral part of the Facility Agreement dated 27th May 2026 executed amongst Axis Trustee Services Limited (as trustee to Indigrid Infrastructure Trust), Indigrid Investment Managers Limited and Gadag Transmission Limited

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.echilestamp.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.

DATED May 27, 2026

FACILITY AGREEMENT

AMONG

AXIS TRUSTEE SERVICES LIMITED

(on behalf of and acting in its capacity as trustee to IndiGrid Infrastructure Trust)

AND

INDIGRID INVESTMENT MANAGERS LIMITED

AND

GADAG TRANSMISSION LIMITED

TABLE OF CONTENTS

1. DEFINITIONS AND CONSTRUCTION	4
2. LOAN.....	6
3. DRAWDOWN.....	6
4. SERVICE FEE AND INTEREST	6
5. REPAYMENT	6
6. PAYMENTS.....	7
7. PREMATURE REPAYMENT	7
8. TAXES AND COSTS	7
9. CONDITIONS PRECEDENT TO THE LOAN	8
10. REPRESENTATIONS AND WARRANTIES	8
11. COVENANTS	9
12. INDEMNITY	9
13. DEBT SERVICE RESERVE.....	10
14. FINANCIAL COVENANTS.....	10
14A NEGATIVE COVENANTS.....	10
15. RESTRICTED PAYMENT CONDITIONS.....	11
15A. GUARANTEE.....	11
16. EVENTS OF DEFAULT AND CONSEQUENCES	11
17. TERM OF THIS FACILITY AGREEMENT	12
18. MISCELLANEOUS	12
19. GOVERNING LAW AND JURISDICTION	14
20. CHANGES TO THE PARTIES	15
ANNEXURE A	19
ANNEXURE B	20

This **FACILITY AGREEMENT** is made at New Delhi on this 27th day of May 2026 ("**Execution Date**") and is effective on and from 10th March 2026 hereof (unless otherwise provided below) by and between:

1. **AXIS TRUSTEE SERVICES LIMITED**, a company registered under the Companies Act, 1956, having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400 025 and Corporate Office at The Ruby, 2nd Floor, South Wing, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400028 and a registered intermediary under the Securities and Exchange Board of India (Debtse Trusts) Regulations, 1993, as a debenture trustee having registration number IND000000494 (hereinafter referred to as the "**InvIT Trustee**" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its permitted successors and assigns), in its capacity as the trustee of the IndiGrid Infrastructure Trust, an infrastructure investment trust registered under the Securities and Exchange Board of India (Infrastructure Investment Trust) Regulations, 2014 and the Registration Act, 1908 (the "**Trust**"), and principal place of business at Unit No. 101, First Floor, Windsor, Village Kolkalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz-East, Mumbai-400098, India of the **FIRST PART**;
2. **INDIGRID INVESTMENT MANAGERS LIMITED**, a company incorporated under the laws of India with its registered office at Unit No. 101, First Floor, Windsor, Village Kolkalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz-East, Mumbai-400098, India, acting in its capacity as the investment manager of the IndiGrid Infrastructure Trust (the "**Investment Manager**") which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns or such other investment manager appointed in terms of SEBI (Infrastructure Investment Trust) Regulations, 2014, to replace the Investment Manager) of the **SECOND PART**;

AND

3. **GADAG TRANSMISSION LIMITED**, a company incorporated under the Companies Act, 2013 with corporate identification number U40100DL2020GOI364213 and having its registered office at Shop No-28A, Ground Floor, Omaxe Square, Jasola, New Delhi-110025, (hereinafter referred to as the "**Company**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and assigns) of the **THIRD PART**.

The Trust (represented by the InvIT Trustee), the Investment Manager and the Company are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- (A) The Company is engaged in the business of transmission of power and has been awarded RTM Scope of Work (*as defined hereinafter*).
- (B) The Parties have agreed that the Trust shall grant to the Company, a loan for an aggregate amount of INR 50,00,00,000 (Indian Rupees Fifty Crores only) or such other amount may be mutually agreed between the Parties in accordance with this Facility Agreement ("**Loan**"), for the purpose of project capex/development awarded under RTM Scope of Work (*as defined hereinafter*) or any other purpose as agreed between the Trust & Company from time to time, and the Trust has agreed to make available to the Company the aforementioned Loan subject to corporate authorization of Trust & Company.
- (C) Now the Company, InvIT Trustee and the Investment Manager are desirous of recording the terms and conditions of the Loan and have accordingly, agreed to enter into this facility agreement ("**Facility Agreement**").

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Facility Agreement, unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the following meanings:

“Approval” means any permission, approval, consent, license, order, decree, authorization, authentication of, or registration, qualification, designation, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority or third party required under any statute or regulation or prior agreement;

“Balance Amount” shall have the meaning ascribed to it in Clause 5.2;

“Benchmark Rate” means any Banks 1 Year MCLR as communicated by Trust to Company. Initially, being agreed as AXIS Bank’s 1 Year MCLR. This shall first get reset on 01-April-2026 and annually thereafter from first reset date;

“Debt” of any Person means (without double counting) any loans or borrowings availed by such Person from any bank, non-banking financial company or financial institution;

“Debt Service Coverage Ratio” or “DSCR” for a relevant period shall mean the ratio of (a) to (b):

- (a) the aggregate of the Company’s profit after tax, depreciation / impairment, amortization, interest expenses on the Facility and any other non-cash item;
- (b) the aggregate of amount of interest and principal repayments payable to the lenders of the Company.

“Debt Service Reserve” or “DSR” shall mean the reserve to be created and maintained for an amount equivalent to the aggregate of the Company’s principal and interest obligations pursuant to this Agreement, for a period of ensuing 3 (three) months;

“Drawdown” means a borrowing of the Loan pursuant to this Facility Agreement in accordance with the terms and conditions of this Facility Agreement;

“Drawdown Date” shall mean the date(s) agreed in writing between the Trust and the Company for the disbursement of the Loan, in one or more tranches, as the case may be;

“Fiscal Year” shall mean the accounting period commencing from April 1st of each year till March 31st of the following year;

“Governmental Authority” means any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental or statutory authority, agency, department, board, commission, public body or instrumentality of India, as applicable;

“Interest Payment Date” shall mean the day falling as the last calendar day of each month.

“Law” means all applicable laws, statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, arbitral awards or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and / or of any statutory authority in India;

“**Lien**” means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement having the commercial effect of conferring security, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property;

“**Loan**” shall have the meaning given to it in Clause 2 of this Facility Agreement;

“**Person**” means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, Governmental Authority or any agency or political subdivision thereof, works council, employee representative body or any other entity that may be treated as a person under Law (whether or not having separate legal personality), and shall include any successor (by merger or otherwise) of such entity or organization;

“**Quarter**” shall mean a period of three calendar months ending on March 31, June 30, September 30, or December 31.

“**RTM Scope of Work**” means scope of work defined under office memorandum issued by CTUIL dated January 02, 2024, bearing ref. no. C/CTU/AI/00/16 CCTP.

“**Subsequent Drawdown**” shall have the meaning ascribed to it in Clause 3.2;

“**Term**” shall have the meaning given to it in Clause 14 of this Facility Agreement; and

“**Working Day**” shall mean all trading days of stock exchanges, excluding Sundays and bank holidays, as defined under SEBI Circular SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016.

1.2 Interpretation

1.2.1 Unless a contrary indication appears, any reference in this Facility Agreement to:

- (a) Any reference herein to any Clause or Schedule is to such Clause or Schedule to this Facility Agreement unless the context otherwise requires. The Schedules to this Facility Agreement shall be deemed to form an integral part of this Facility Agreement;
- (b) The headings or interpretations are inserted for convenience only and shall not affect the construction of this Facility Agreement;
- (c) Words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders;
- (d) Reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (e) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Facility Agreement or specified Clauses of this Facility Agreement, as the case may be;
- (f) Reference to the word “include” shall be construed without limitation;
- (g) Any reference to “writing” or “written” shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form;

- (h) Reference to an “amendment” includes a supplement, modification, novation, replacement or re-enactment and “amended” is to be construed accordingly; and
- (i) Time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Where a Party is required by any provision of this Facility Agreement to give notice or take any action within a period specified by a number of days, such period shall be calculated not counting the first day of such period but counting the last day, and such last day shall end at 12.00 midnight India time.

2. LOAN

2.1 Subject to and upon the terms and conditions contained in this Facility Agreement, the Trust agrees to make available to the Company, a rupee term loan of an amount not exceeding INR 50,00,00,000 (Indian Rupees Fifty Crores only) (hereinafter referred to as the “**Loan**”), and the Company agrees to borrow the amount specified as the Loan by the Trust, on the terms and conditions contained in this Facility Agreement.

3. DRAWDOWN

3.1 The Loan shall be disbursed to the Company on the Drawdown Date by wire transfer/cheque of immediately available funds to the account of the Company, the details of which shall be notified by the Company to the Investment Manager and the Trust on or prior to the Drawdown Date.

3.2 The Company may make subsequent drawdown requests in writing to the Investment Manager (“**Subsequent Drawdown**”). However, the Investment Manager/Lender shall, at its sole discretion accept any disbursement with respect to any written request for Subsequent Drawdown, and the Trust shall make such disbursement to the Company. Any Subsequent Drawdown shall be on the terms and conditions as prescribed in this Facility Agreement, unless mutually agreed otherwise, in writing. Notwithstanding the foregoing, the total principal amount outstanding and payable by the Company, shall not exceed the Loan (as specified in Clause 2 above), at any time during the subsistence of this Facility Agreement.

4. SERVICE FEE AND INTEREST

4.1 The Loan shall carry an interest at the rate equivalent to the Benchmark Rate plus Spread of 3.5%, presently being 12.30% (Axis Bank 1 Year MCLR i.e. presently at 8.80 % + 3.50%) per annum, payable monthly. The Spread can be revised by the Investment Manager, with 10 Days’ notice. The Company shall communicate non-acceptance of such change in Spread within 7 days from receipt of such notice, otherwise it will be considered as deemed acceptance.

4.2 The Company shall also pay to the Trust, a one time service fee of 1.00% of the disbursed amount of the Loan (plus applicable taxes), within 30 days of the initial Drawdown Date.

5. REPAYMENT

5.1 The Company shall repay the principal amount of the Loan to the Trust, as per repayment schedule mentioned in Annexure B, or such other repayment schedule as may be agreed between the Parties. However, the first repayment shall start from subsequent Quarter following the quarter in which COD has been achieved or such other repayment schedule as may be agreed between the Parties and Annexure B of the Facility Agreement shall be

deemed to be amended accordingly.

- 5.2 The Company shall repay the accrued interest for a particular month through monthly payments, on the respective Interest Payment Date). In the event the Company is unable to pay the entire accrued interest on the Interest Payment Date, then the Company may pay an amount of interest which is less than the accrued interest for such period with prior approval from Trust / Investment Manager. Any shortfall in the interest payment by the Company (the “**Balance Amount**”) shall be carried over to the subsequent Interest Payment Date and paid subject to the terms of this Facility Agreement. The Company’s inability to pay any portion of the accrued interest, for a maximum period of 3 months (or such other time period as may be permitted in writing by the Trust / Investment Manager, acting in its own discretion) shall not be deemed to be an event of default under this Facility Agreement.

6. PAYMENTS

- 6.1 All payments including interest payments to be made by the Company to the Trust, under this Facility Agreement shall be made, without set off or counterclaim.
- 6.2 All monies payable by the Company to the Trust shall be paid on the due date. Credit for all payments made by the Company by local cheque/bank draft will be given on (i) the date of realization of the proceeds of such instrument or (ii) the due date, whichever is later, provided that payments shall be deemed to have been made on the relevant due date if a high value cheque is delivered to the Trust by the Company on or before 3.00 p.m. on the Working Day immediately preceding the relevant due date. All monies payable to the Trust shall be paid to Trust at such office(s) as may be specified by the Trust, by telegraphic, telex or mail transfer to the account of such office(s) or by cheque or by bank draft drawn in favour of the Trust on a scheduled bank payable at par in all cities in India, or such other place or to such other account as the Trust may notify to the Company.
- 6.3 If a payment under this Facility Agreement is due on a day which is not a Working Day, the due date for such payment shall instead be the immediately preceding Working Day. Notwithstanding the receipt of any payment prior to its due date pursuant to this Clause, the calculation of interest and any other amounts shall be made as if such payment was made on such due date.
- 6.4 All interest and all other charges, if any, payable by the Company under this Agreement shall accrue from day to day and be calculated on the basis of the actual number of days elapsed and actual number of days in a particular financial year.

7. PREMATURE REPAYMENT

The Company shall, with the prior approval of the Trust / Investment Manager, be entitled to prepay all/ part of the outstanding principal amounts of the Loan, without any prepayment penalty. In the event, the Company prepays/repay any Loan amount then with the approval of the Trust / Investment Manager, any prepayment made under the Facility shall be applied in inverse order of maturity unless instructed otherwise by the Trust / Investment Manager.

8. TAXES AND COSTS

Unless otherwise agreed to by the Investment Manager, or the Trust, the Company shall:

- (i) during the currency of the Loan bear all such imposts, duties and taxes (including interest and other taxes, if any) as may be levied from time to time by any Governmental Authority, pertaining to or in respect of the Loan;
- (ii) pay all other costs, charges and expenses in any way incurred by the Trust in relation to the Loan (including costs of investigation of title and requisite due

diligence to protect the interests of the Trust) and such additional stamp duty, other duties, taxes, charges and other penalties if and when the Company is required to pay according to Law for the time being in force.

In the event of the Company failing to pay the monies referred to in clauses (i) and (ii) above, the Trust shall be at liberty (but shall not be obliged) to pay the same. The Company shall reimburse all sums paid by the Trust promptly on receiving intimation thereof from the Trust.

9. CONDITIONS PRECEDENT TO THE LOAN

The obligations of the Parties under this Facility Agreement shall be conditional upon (i) certification being provided by the Company to the Trust / Investment Manager that the Company's obligations under its outstanding Debts will be duly fulfilled using the proceeds of the Loan except as may be specifically agreed in writing by Parties and (ii) Company having delivered to the Trust / Investment Manager certified copies of all corporate approvals required for availing the Loan in terms of this Facility Agreement.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Company hereby makes the representations and warranties set out hereinafter:

- (a) it is a company, duly incorporated, validly existing and in good standing under the laws of India and has all Approvals required to carry on its business as now conducted;
- (b) the execution, delivery and performance by it of this Facility Agreement and the consummation of the transactions contemplated hereby by such Party is within its corporate powers and have been duly authorized by all necessary corporate action, including obtaining all necessary corporate and other approvals, including but not limiting to the requisite approvals under the Companies Act, 2013, including approvals under Section 185 and 186 of the Companies Act, 2013, as applicable; and
- (c) the execution, delivery and performance by the Company of this Facility Agreement, the consummation of the transactions contemplated under this Facility Agreement by the Company, will not result in:
 - (i) a breach of, or constitute a default under, any contract or agreement (whether or not written) to which it is a party or by which it is bound;
 - (ii) violate its memorandum or articles of association or contravene any provision of any Law, or any order, writ, injunction or decree of any court or Governmental Authority to which they are subject; or
 - (iii) result in a breach of any applicable Laws, where the breach would affect its ability to enter into or perform its obligations under this Facility Agreement.
- (d) As on date hereof, there is no material litigation/ legal proceedings/ investigations by any law enforcing body or statutory body or regulatory body pending/ commenced or initiated in relation to the outstanding Debt intended to be repaid out of this Loan, nor the lenders of the same have instructed the security trustee/ debenture trustee to initiate any proceeding against the Company in respect of such outstanding Debt.
- (e) As on the date hereof, the outstanding Debt proposed to be repaid out of this Loan, is standard and regular and has not been classified as "non-performing asset" in the books of the lenders who are proposed to be repaid out of the Loan, as per

applicable guidelines framed by the RBI

- (f) As on date hereof, no event of default or potential event of default has occurred and/ or is continuing in relation to the outstanding Debt intended to be repaid out of this Loan.

10.2 The Investment Manager confirms that the Trust has obtained all necessary approvals, in relation to the transaction contemplated hereby.

11. COVENANTS

11.1 So long as any obligation of the Company under this Facility Agreement remains undischarged or unsatisfied, the Company shall at all times:

- (a) Comply with all Laws.
- (b) Pay (including by way of making good faith estimated payments on a timely basis in accordance with appropriate procedures established for such purpose) (a) all taxes, assessments, reassessments and governmental charges or levies imposed upon it or upon its property and assets; and (b) all lawful claims and obligations that, if unpaid, might by Law operate as a Lien upon any of its material property and/or assets.
- (c) Preserve and maintain its corporate existence, legal structure, legal name, rights, privileges and franchises.
- (d) Permit the Trust or its agents or representatives to examine and make copies of and take abstracts from the records, registers and books of account and visit and inspect any of the properties of the Company and discuss the affairs, finances and accounts of the Company with, and be advised as to the same by, any officers or directors and auditors of the Company. All costs of such inspection shall be borne by the Company.
- (e) Keep, proper books of records and accounts in which full and accurate entries shall be made of all financial transactions and the assets and business of the Company in accordance with applicable Indian accounting standards from time to time and in accordance with Law.

12. INDEMNITY

The Company shall immediately on demand indemnify and keep indemnified the Trust, InvIT Trustee, Investment Manager and their officers, directors, and employees and agents against all actions, proceedings, claims, demands, judgments, losses, liabilities, obligations, damages, costs and expenses which are or may be directly or indirectly imposed, asserted against or incurred by it in the execution or performance of the terms and conditions hereof or against all actions, proceedings, claims, demands, judgments, costs, charges and expenses which are or may be directly or indirectly incurred, sustained or raised in respect of the alleged or proven non-performance of or non- observance of any of the undertakings, covenants, representations and warranties and agreements on the part of the Company herein contained.

13. DEBT SERVICE RESERVE

The Company shall, within a period of 7 days create the Debt Service Reserve in form of a fixed deposit with a scheduled commercial bank of Company or maintain DSR with Trust, only upon such intimation from Trust to Company and shall maintain it till the Final Settlement Date, and shall create a lien marking on the same in favour of the Trust, to secure the Loan together with all interest thereon, and all other present and future obligations owed by the Company to the Trust. Further provided that, the Trust shall, at the request of the Company, have the right to waive the requirement for creation of DSR or lien marking of the DSR, or the enforcement of the same.

The Debt Service Reserve may also be created, maintained, replaced by way of letter of credit/bank guarantee in a form and manner acceptable to Investment Manager. The letter of credit/bank guarantee can be issued for the full or part amount. In the event the Debt Service Reserve is in form of a bank guarantee, the bank guarantee shall be of minimum validity period of 1 (one) year and shall be renewed every year to the satisfaction of the Investment Manager. The Trust shall have the right to invoke the bank guarantee, in the event the bank guarantee is not renewed within a period of 1 (one) month prior to its expiry date.

The amounts accumulated in the DSR shall not be used for any purpose other than for debt service payments, in case of shortfall in the cash flows of the Company, from time to time. If at any time any amount credited to DSR is utilized by the Company for debt service payments, the Company shall (on continuous basis and as continuing obligation) credit the DSR account immediately on availability of requisite cash flows, so as to ensure the maintenance of DSR.

14. FINANCIAL COVENANTS

The Company shall, on the basis of the previous years audited financial statements, measure deviations and establish to the Trust and Investment Manager that the following financial covenants have been maintained as per the base value set forth herein below:

Item No.	Nature of Financial Covenant	Base Value
(A)	Minimum DSCR	1.0x

The determination of the aforementioned financial covenants shall be made at least once in a year on the basis of the audited financial statements of the Company, First testing to be done from Fiscal Year of commencement of operations and annually thereafter.

14A NEGATIVE COVENANTS

Till such time that all outstanding amounts under the Loan, are repaid by the Company, the Company agrees and undertakes that it shall not, without the prior written approval of the Investment Manager, take any of the following actions:

- (a) wind up, liquidate or dissolve its affairs;
- (b) enter into any transaction of merger, spin-off, consolidation, reorganisation or implement any scheme of amalgamation or reconstruction;
- (c) undertake any expansion of the Project or undertake any new project;
- (d) ceasing to carry on its business, or undertake any new line of business unconnected with its existing business;
- (e) invest by way of share capital in, or lend or advance funds to, or place deposits with, any person other than in the ordinary course of business or
- (f) Incur any further indebtedness, or borrow or avail of any new fund-based or non-fund based facilities from any Person (except for receipt of advances from customers, trade

credits or security deposits, working capital borrowings (including non-fund based facility for interest service reserve guarantee or debt service reserve guarantee) with a drawing power of an amount upto 90 (ninety) days trade receivables of the Company, in the ordinary course of business)

15. RESTRICTED PAYMENT CONDITIONS

In the event the Company is not in compliance with the requirements provided in clause 14 above, the Company shall not have the right to issue dividends. Further, atleast two days prior to the issuance of dividends at any point in time, the Company shall send a notice to the Trust, stating that the Company is in compliance with the financial covenants provided in clause 14 above, on the basis of audited financial statements, and stating the details in relation to the dividends intended to be issued.

The Investment Manager may, on satisfaction of the provisions , and the compliance of the aforementioned financial covenants provide the approval to issue the dividends. Provided that, the Investment Manager shall have the right to waive the requirement of compliance of the financial covenants, in case of a non-compliance of the Company.

15A. GUARANTEE

The Company undertakes to procure in favour of the Trust, a guarantee in a form and manner acceptable to the Trust, in order to secure the repayment of all monies and discharge of all payment obligations due, owing or payable by the Company to the Trust, under or pursuant to this Facility Agreement or in relation to the Loan.

15B. Escrow/Current Account

The Company shall open the current/escrow account with the scheduled commercial bank ("**Current /Escrow Account**") as determined by the Trust, within a period of 6 months from the initial Drawdown Date, or any such extended timeline as may be determined by the Trust in its exclusive discretion. Company agrees and undertakes that all the cash flows of the Company, shall be routed through the aforementioned Current/Escrow Account.

16. EVENTS OF DEFAULT AND CONSEQUENCES

An event of default shall occur when the Trust notifies the Company that (A) the Company has failed to pay any amount under this Facility Agreement and the Company is not in default under any other financing facilities, if any, availed by the Company from any other banks/financial institutions; and/or (B) the Trust has defaulted under the financing facilities availed by the Trust from its lenders under the relevant financing agreements with such lenders, provided that the Company is not in default under any other financing facilities, if any, availed by the Company from any other banks/financial institutions .

If one or more of the events of default shall have happened for any reason whatsoever, then notwithstanding any other right available to the Trust under this Facility Agreement or under any law for the time being in force, (i) the Trust shall be entitled, at its sole discretion, to (a) recall the whole or part of the principal amount of the Loan along with any accrued interest and other monies payable by the Company, and/or (b) declare the entire amount of the Company's outstanding to be due and payable, and/or (c) take any other actions as it deemed fit pursuant to the remedies available to the Trust under Law or contract; and/or (ii) the lenders of the Trust shall have the right to step-in and substitute the Trust under this Facility Agreement.

Upon the occurrence of an event of default, entire outstanding Loan may also, at the

discretion of the Trust, be converted into equity shares of the Company at the option of the Trustor Investment Manager in writing.

Further, in the situation of potential event of default, and without prejudice to the other rights and remedies available to the Trust under law and this Facility Agreement, the Trust may, at its discretion, after making commercial assessment of Company, also consider an increase in the Loan amount or revise the rate of interest without any prior approval or authorization from Company. The Company shall ensure to take all appropriate action to give effect to the direction given by Trust as per notice of potential and/or actual event of default.

17. TERM OF THIS FACILITY AGREEMENT

This Facility Agreement shall remain in force until all monies payable by the Company to the Trust under this Facility Agreement are paid in full and all obligations of the Company under this Facility Agreement are fully discharged to the satisfaction of the Trust (“**Term**”). The termination or expiry of this Facility Agreement shall be without prejudice to any obligations of the Company which are intended to or customarily survive such termination or expiry. The Trust at any point of time may waive or modify any terms of this Facility Agreement on receipt of request from the Company.

18. MISCELLANEOUS

18.1 Amendment

No amendment or waiver of any provision of this Facility Agreement nor consent to any departure there from by the Company, shall in any event be effective unless the same shall be in writing and signed by the Trust.

18.2 Evidence and calculations

The Company acknowledges and confirms that:

- (a) accounts maintained by the Trust, or the Investment Manager, in connection with this Facility Agreement are conclusive evidence against the Company of the matters to which they relate.
- (b) in any legal actions or proceedings arising out of or in connection with this Facility Agreement or any documents pursuant hereto, the entries made in the accounts and any certificate or determination by the Trust or the Investment Manager, of a rate or amount under this Facility Agreement shall be conclusive evidence of the matters to which they relate.

18.3 Waiver

Failure of any Party to enforce any provision, right or remedy under this Facility Agreement shall not constitute a waiver of any provision, right or remedy by such Party. The rights and remedies provided in this Facility Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

18.4 Severability

Any provision of this Facility Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions of this Facility Agreement.

18.5 Time is of Essence

Time shall be of the essence in the performance of the Parties' respective obligations. All and any time period specified in this Facility Agreement, may be mutually extended by the Parties. If any time period specified herein is extended, such extended time shall also be of the essence.

18.6 Multiple Counterparts

This Facility Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Facility Agreement by signing any such counterpart (which may include counterparts delivered by facsimile and / or electronic transmission) and each counterpart shall be as valid and effectual as if executed as an original.

18.7 Notices

- 18.7.1 Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be (i) made in English; (ii) in writing (including email and facsimile, except as noted below) and (iii) emailed, facsimiled, or sent by courier (if for inland delivery) or international courier (if for overseas delivery) to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto.

Trust

IndiGrid Infrastructure Trust

Unit No 101, First Floor, Windsor Village, Kolkalyan, Off CST Road, Vidyanagari Marg, Santacruz (East), Mumbai, Maharashtra-400098

Attention: Mr. Urmil Shah

E-mail: urmil.shah@indigrid.com / treasury@indigrid.com

Telephone: +91 72084 93885

InvIT Trustee

Axis Trustee Services Limited

The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg,

Dadar west, Mumbai – 400 028

Telephone: +91-22-62300451

Facsimile: +91-22-62300700

Attention: Deputy General Manager – Operation Head

Email: debenturetrustee@axistrustee.in

Company

Gadag Transmission Limited

Unit No. 101, First Floor, Windsor,

Village Kolkalyan, off CST Road,

Vidyanagari Marg, Kalina,

Santacruz-East, Mumbai-400098

Attention: Mr. Urmil Shah

Email: urmil.shah@indigrid.com / IndiGridDebt@indigrid.com

Tel No: +91 72084 93885

Investment Manager

IndiGrid Investment Managers Limited

Unit No. 101, First Floor, Windsor,

Village Kolkalyan, off CST Road,

Vidyanagari Marg, Kalina,

Santacruz-East, Mumbai-400098
 Attention: Mr. Urmil Shah
 Email: urmil.shah@indigrid.com/ treasury@indigrid.com

18.8 Addresses for Notices

The address, telephone number and facsimile number of a Party for all notices under or in connection with this Facility Agreement are:

- (i) those contained in Clause 18.7.1 above; or
- (ii) any other notified by that party for this purpose to the other Party by not less than five (5) Working Days' notice.

19. GOVERNING LAW AND JURISDICTION

19.1 Governing Law

This Facility Agreement shall in all respects be governed by and construed in accordance with laws of India.

19.2 Jurisdiction

- (a) The Company agrees that the courts and tribunals at New Delhi, shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with this Facility Agreement and that, accordingly, any legal action, suit or proceedings (collectively referred to as "**Proceedings**") arising out of or in connection with this Facility Agreement may be brought in those courts and tribunals and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals.
- (b) The Company irrevocably waives any objection now or in future, to the venue of any Proceedings in the courts and tribunals at New Delhi, any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at New Delhi shall be conclusive and binding upon it and may be executed in the courts and tribunals of any other jurisdiction, (subject to the laws of such jurisdiction) and a certified copy of such judgment shall be conclusive evidence of such judgment.
- (c) Nothing contained in this Clause 19, shall limit any right of the Trust to take proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Company irrevocably submits to and accepts generally and unconditionally, the jurisdiction of such courts and tribunals, and the Company irrevocably waives any objection it may have now or in the future on the ground of an inconvenient forum.
- (d) The Company hereby consents generally in respect of any Proceedings arising out of or in connection with this Facility Agreement or any other documents pursuant hereto the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.
- (e) To the extent that the Company may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

20. CHANGES TO THE PARTIES

This Facility Agreement shall benefit and be binding on the Parties and their respective successors. The Company shall not assign or transfer all or any of its respective rights, benefits or obligations under this Facility Agreement, without the prior written consent of the Trust.

The Trust may assign or transfer all or any of its respective rights, benefits or obligations under this Facility Agreement, without any prior written notice to or consent of the Company.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorised official in the manner hereinafter appearing.

Axis Trustee Services Limited
(on behalf of and acting in its capacity as trustee to IndiGrid Infrastructure Trust)

(Authorized Signatory)

Name: GAGAN ARORA

Designation: Deputy Manager.



[INTENTIONALLY LEFT BLANK]

IndiGrid Investment Managers Limited



(Authorized Signatory)

Name: ANUSH GOYAL

Designation: AUTHORIZED SIGNATORY

[INTENTIONALLY LEFT BLANK]

Gadag Transmission Limited

A. d.
(Authorized Signatory)

Name: AYUSH GOYAL

Designation: AUTHORISED SIGNATORY



[INTENTIONALLY LEFT BLANK]

ANNEXURE A

[On the letterhead of IndiGrid]

[Date]

To,

[Company]

Re: Facility agreement dated [●] (the “Facility Agreement”) executed by and amongst [●]

We refer to the Facility Agreement executed by the parties thereto. In this letter, all capitalized terms used but not defined shall have the meaning given to them under the Facility Agreement.

The Trust hereby specifies that the Loan in terms of Clause [●] of the Facility Agreement shall be INR [●] (Indian Rupees [●]).

[The repayment schedule for the increased loan amount shall be as follows, and the Annexure B of the Facility Agreement shall be deemed to be amended accordingly]:¹

[●]

Yours sincerely,

For the Trust

Authorized Signatory

¹ To be retained in case of increase in Loan amount

Annexure B

Quarter	Repayment % (of drawn loan)	Quarter	Repayment % (of drawn loan)
1	1.43%	36	1.43%
2	1.43%	37	1.43%
3	1.43%	38	1.43%
4	1.43%	39	1.43%
5	1.43%	40	1.43%
6	1.43%	41	1.43%
7	1.43%	42	1.43%
8	1.43%	43	1.43%
9	1.43%	44	1.43%
10	1.43%	45	1.43%
11	1.43%	46	1.43%
12	1.43%	47	1.43%
13	1.43%	48	1.43%
14	1.43%	49	1.43%
15	1.43%	50	1.43%
16	1.43%	51	1.43%
17	1.43%	52	1.43%
18	1.43%	53	1.43%
19	1.43%	54	1.43%
20	1.43%	55	1.43%
21	1.43%	56	1.43%
22	1.43%	57	1.43%
23	1.43%	58	1.43%
24	1.43%	59	1.43%
25	1.43%	60	1.43%
26	1.43%	61	1.43%
27	1.43%	62	1.43%
28	1.43%	63	1.43%
29	1.43%	64	1.43%
30	1.43%	65	1.43%
31	1.43%	66	1.43%
32	1.43%	67	1.43%
33	1.43%	68	1.43%
34	1.43%	69	1.43%
35	1.43%	70	1.33%



UNSECURED LOAN AGREEMENT

This Unsecured Loan Agreement “**Agreement**” made at Gurgaon, on the January 22nd, 2025, BY AND AMONGST:

ReNew Transmission Ventures Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at 138, Ansal Chambers- II, Bhikaji Cama Place, New Delhi- 110066 (hereinafter referred to as “**the Lender**”, which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) of the First Part.

AND

Gadag Transmission Limited, a company incorporated under the Companies Act, 2013 and having its registered office at “138, Ansal Chambers- II, Bhikaji Cama Place, New Delhi- 110066, Haryana (hereinafter referred to as “**the Borrower**”, which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Second Part.

The Lender and the Borrower shall be individually referred to as “**the Party**” and collectively referred to as “**the Parties**”.

WHEREAS

- A. The Borrower, for meetings its immediate business expenses, intends to take loan from the Lender; and
- B. The Borrower has requested the Lender for an unsecured loan upto a limit of **INR 40 Crore (Rupees Forty Crore only)** (hereinafter referred as “**the Unsecured Loan**”) for its business purpose. Further, the Lender has agreed to grant the said unsecured loan to the Borrower; thus
- C. The Parties now wish to record the terms and conditions on which the above said Loan is agreed to be provided to the Borrower by the Lender.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Grant of Unsecured Loan.

- i. The Lender hereby agrees to grant Unsecured Loan upto a limit of **INR 40 Crore (Rupees Forty Crore only)** being the amount required for the Borrower’s immediate business needs and the Borrower hereby agrees to take the said Unsecured Loan on the terms and conditions as per this Agreement.
- ii. The Unsecured Loan shall be for a period of 6 months beginning from January 21st, 2025. The duration of this Unsecured Loan may be extended by mutual consent of both the parties.

2. Interest and Repayment

- i. The Unsecured Loan will bear an interest rate of 9.5% P.A.
The repayment of the Unsecured Loan shall be repayable on demand basis.

3. Other Terms and Conditions.



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699



- i. Unsecured Loan will not have any charge/recourse on the Borrower or any of its assets and any security /charge to be provided to Lender will be provided only after confirmation from existing lenders to the Borrower.
- ii. The Lender and the Borrower agree that the repayment of the Unsecured Loan and any interest accruing thereon shall be subordinated at all times to all claims, demands, rights and causes of action of the existing lenders to the Borrower.
- iii. With the consent of the parties and subject to provisions of the Companies Act, 2013, unsecured loan can be converted into securities.

4. Variation and Discharge.

The Borrower and the Lender agree that the full Agreement between the parties with respect to the Unsecured Loan is set out in this Agreement and that no variation or amendment of the terms of this Agreement or discharge of the obligations under this Agreement will be carried out or effected without the prior written consent of the parties.

5. Borrower's Warranties.

Except to the extent already disclosed in writing by the Borrower to the Lender, the Borrower shall be deemed to have assured, confirmed and undertaken as follows:

- i. Nothing in this agreement conflicts with the Memorandum and Articles of Association of the Borrower.
- ii. The Borrower shall promptly inform the Lender if it has notice of any application for winding up having been made or any statutory notice of winding up, under the Companies Act, or any other notice under any other Act or otherwise of any suit or other legal process, intended to be filed or initiated against the Borrower or if a Receiver is appointed in respect of any of its properties (both movable and immovable) or business and undertaking.
- iii. The Borrower shall furnish to the Lender such reports as may be required by them from time to time.
- iv. The Borrower shall use the Loan solely for the purpose described in this Agreement.
- v. This Agreement constitutes the Borrower's legal, valid and binding obligations enforceable in accordance with its terms.

6. Indemnities

The Borrower hereby agrees to indemnify the Lender and their respective officers, representatives and agents against any losses or damages whether by way of costs, charges, expenses, litigation penalty howsoever sustained or incurred by them as a result of, or in connection with, or arising out of failure for any reason on the part of the Borrower in complying with any of the provisions of this agreement and/ or the exercise of any of the rights by the Lender under this Agreement, except to the extent that any such losses or damages are solely attributable to any negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Lender

7. Miscellaneous.



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009
Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699



- i. All the correspondence with respect to this Unsecured Loan shall in writing and addressed to the

To Lender

ReNew Transmission Ventures Private Limited

138, Ansal Chambers- II,
Bikaji Cama Place,
New Delhi- 110066

To Borrower

Gadag Transmission Limited

138, Ansal Chambers- II,
Bikaji Cama Place,
New Delhi- 110066

- ii. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the prior written consent of the Lender. The Lender may at any time assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- iii. This Agreement nor any of its terms or provisions may be amended, unless such amendment is in writing and signed by both the parties.
- iv. Any dispute or difference arising between the parties with respect to this Agreement shall at the first instance be amicably settled between the parties. In case the dispute is not settled by conciliation within a reasonable period then the same shall be referred to Arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 including any statutory modification or variation thereof. The arbitration shall be conducted by a "Sole Arbitrator" to be mutually appointed by the parties. The award of the arbitrator shall be final and binding on both the parties. The arbitration proceedings shall take place in New Delhi.
- v. The Courts at New Delhi shall have the exclusive jurisdiction to entertain and try any dispute and/or difference arising out of or in connection with the terms of this Agreement.
- vi. This agreement shall be governed and construed in accordance with the laws of India.

IN WITNESS WHEREOF Borrower and Lender have put their respective hands hereunto through their authorized representative on the day, month and year first herein above written,

Signed by and on behalf of

ReNew Transmission Ventures Private Limited

Lender

Name: Manoranjan Khuntia

Designation: Director

Signed by and on behalf of

Gadag Transmission Limited

Borrower

Name: Deepak Gupta

Designation: Director



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009
Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699

UNSECURED LOAN AGREEMENT

This Unsecured Loan Agreement “**Agreement**” made at Gurgaon, on the January 22nd, 2025, BY AND AMONGST:

ReNew Transmission Ventures Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at 138, Ansal Chambers- II, Bhikaji Cama Place, New Delhi- 110066 (hereinafter referred to as “**the Lender**”, which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) of the First Part.

AND

Gadag Transmission Limited, a company incorporated under the Companies Act, 2013 and having its registered office at “138, Ansal Chambers- II, Bhikaji Cama Place, New Delhi- 110066, Haryana (hereinafter referred to as “**the Borrower**”, which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Second Part.

The Lender and the Borrower shall be individually referred to as “**the Party**” and collectively referred to as “**the Parties**”.

WHEREAS

- A. The Borrower, for meetings its immediate business expenses, intends to take loan from the Lender; and
- B. The Borrower has requested the Lender for an unsecured loan upto a limit of **INR 40 Crore (Rupees Forty Crore only)** (hereinafter referred as “**the Unsecured Loan**”) for its business purpose. Further, the Lender has agreed to grant the said unsecured loan to the Borrower; thus
- C. The Parties now wish to record the terms and conditions on which the above said Loan is agreed to be provided to the Borrower by the Lender.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Grant of Unsecured Loan.

- i. The Lender hereby agrees to grant Unsecured Loan upto a limit of **INR 40 Crore (Rupees Forty Crore only)** being the amount required for the Borrower’s immediate business needs and the Borrower hereby agrees to take the said Unsecured Loan on the terms and conditions as per this Agreement.
- ii. The Unsecured Loan shall be for a period of 6 months beginning from January 21st, 2025. The duration of this Unsecured Loan may be extended by mutual consent of both the parties.

2. Interest and Repayment

- i. The Unsecured Loan will bear an interest rate of 9.5% P.A.
The repayment of the Unsecured Loan shall be repayable on demand basis.

3. Other Terms and Conditions.



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew.Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699

- i. Unsecured Loan will not have any charge/recourse on the Borrower or any of its assets and any security /charge to be provided to Lender will be provided only after confirmation from existing lenders to the Borrower.
- ii. The Lender and the Borrower agree that the repayment of the Unsecured Loan and any interest accruing thereon shall be subordinated at all times to all claims, demands, rights and causes of action of the existing lenders to the Borrower.
- iii. With the consent of the parties and subject to provisions of the Companies Act, 2013, unsecured loan can be converted into securities.

4. Variation and Discharge.

The Borrower and the Lender agree that the full Agreement between the parties with respect to the Unsecured Loan is set out in this Agreement and that no variation or amendment of the terms of this Agreement or discharge of the obligations under this Agreement will be carried out or effected without the prior written consent of the parties.

5. Borrower's Warranties.

Except to the extent already disclosed in writing by the Borrower to the Lender, the Borrower shall be deemed to have assured, confirmed and undertaken as follows:

- i. Nothing in this agreement conflicts with the Memorandum and Articles of Association of the Borrower.
- ii. The Borrower shall promptly inform the Lender if it has notice of any application for winding up having been made or any statutory notice of winding up, under the Companies Act, or any other notice under any other Act or otherwise of any suit or other legal process, intended to be filed or initiated against the Borrower or if a Receiver is appointed in respect of any of its properties (both movable and immovable) or business and undertaking.
- iii. The Borrower shall furnish to the Lender such reports as may be required by them from time to time.
- iv. The Borrower shall use the Loan solely for the purpose described in this Agreement.
- v. This Agreement constitutes the Borrower's legal, valid and binding obligations enforceable in accordance with its terms.

6. Indemnities

The Borrower hereby agrees to indemnify the Lender and their respective officers, representatives and agents against any losses or damages whether by way of costs, charges, expenses, litigation penalty howsoever sustained or incurred by them as a result of, or in connection with, or arising out of failure for any reason on the part of the Borrower in complying with any of the provisions of this agreement and/ or the exercise of any of the rights by the Lender under this Agreement, except to the extent that any such losses or damages are solely attributable to any negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Lender

7. Miscellaneous.



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew.Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699

- i. All the correspondence with respect to this Unsecured Loan shall in writing and addressed to the

To Lender

ReNew Transmission Ventures Private Limited

138, Ansal Chambers- II,
Bikaji Cama Place,
New Delhi- 110066

To Borrower

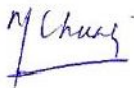
Gadag Transmission Limited

138, Ansal Chambers- II,
Bikaji Cama Place,
New Delhi- 110066

- ii. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the prior written consent of the Lender. The Lender may at any time assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- iii. This Agreement nor any of its terms or provisions may be amended, unless such amendment is in writing and signed by both the parties.
- iv. Any dispute or difference arising between the parties with respect to this Agreement shall at the first instance be amicably settled between the parties. In case the dispute is not settled by conciliation within a reasonable period then the same shall be referred to Arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 including any statutory modification or variation thereof. The arbitration shall be conducted by a "Sole Arbitrator" to be mutually appointed by the parties. The award of the arbitrator shall be final and binding on both the parties. The arbitration proceedings shall take place in New Delhi.
- v. The Courts at New Delhi shall have the exclusive jurisdiction to entertain and try any dispute and/or difference arising out of or in connection with the terms of this Agreement.
- vi. This agreement shall be governed and construed in accordance with the laws of India.

IN WITNESS WHEREOF Borrower and Lender have put their respective hands hereunto through their authorized representative on the day, month and year first herein above written,

Signed by and on behalf of



ReNew Transmission Ventures Private Limited

Lender

Name: Manoranjan Khuntia

Designation: Director

Signed by and on behalf of



Gadag Transmission Limited

Borrower

Name: Deepak Gupta

Designation: Director



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew.Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699

UNSECURED LOAN AGREEMENT

This Unsecured Loan Agreement “**Agreement**” made at Gurgaon, on the May 21st, 2025, BY AND AMONGST:

ReNew Transmission Ventures Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at 138, Ansal Chambers- II, Bhikaji Cama Place, New Delhi- 110066 (hereinafter referred to as “**the Lender**”, which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) of the First Part.

AND

Gadag Transmission Limited, a company incorporated under the Companies Act, 2013 and having its registered office at “138, Ansal Chambers- II, Bhikaji Cama Place, New Delhi- 110066, Haryana (hereinafter referred to as “**the Borrower**”, which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Second Part.

The Lender and the Borrower shall be individually referred to as “**the Party**” and collectively referred to as “**the Parties**”.

WHEREAS

- A. The Borrower, for meetings its immediate business expenses, intends to take loan from the Lender; and
- B. The Borrower has requested the Lender for an unsecured loan upto a limit of **INR 4 Crore (Rupees Four Crore only)** (hereinafter referred as “**the Unsecured Loan**”) for its business purpose. Further, the Lender has agreed to grant the said unsecured loan to the Borrower; thus
- C. The Parties now wish to record the terms and conditions on which the above said Loan is agreed to be provided to the Borrower by the Lender.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Grant of Unsecured Loan.

- i. The Lender hereby agrees to grant Unsecured Loan upto a limit of **INR 4 Crore (Rupees Four Crore only)** being the amount required for the Borrower’s immediate business needs and the Borrower hereby agrees to take the said Unsecured Loan on the terms and conditions as per this Agreement.
- ii. The Unsecured Loan shall be for a period of 3 (three) months beginning from May 21st, 2025. The duration of this Unsecured Loan may be extended by mutual consent of both the parties.

2. Interest and Repayment

- i. The Unsecured Loan will bear an interest rate of 9.5% P.A.
The repayment of the Unsecured Loan shall be repayable on demand basis.

3. Other Terms and Conditions.



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew.Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699

- i. Unsecured Loan will not have any charge/recourse on the Borrower or any of its assets and any security /charge to be provided to Lender will be provided only after confirmation from existing lenders to the Borrower.
- ii. The Lender and the Borrower agree that the repayment of the Unsecured Loan and any interest accruing thereon shall be subordinated at all times to all claims, demands, rights and causes of action of the existing lenders to the Borrower.
- iii. With the consent of the parties and subject to provisions of the Companies Act, 2013, unsecured loan can be converted into securities.

4. Variation and Discharge.

The Borrower and the Lender agree that the full Agreement between the parties with respect to the Unsecured Loan is set out in this Agreement and that no variation or amendment of the terms of this Agreement or discharge of the obligations under this Agreement will be carried out or effected without the prior written consent of the parties.

5. Borrower's Warranties.

Except to the extent already disclosed in writing by the Borrower to the Lender, the Borrower shall be deemed to have assured, confirmed and undertaken as follows:

- i. Nothing in this agreement conflicts with the Memorandum and Articles of Association of the Borrower.
- ii. The Borrower shall promptly inform the Lender if it has notice of any application for winding up having been made or any statutory notice of winding up, under the Companies Act, or any other notice under any other Act or otherwise of any suit or other legal process, intended to be filed or initiated against the Borrower or if a Receiver is appointed in respect of any of its properties (both movable and immovable) or business and undertaking.
- iii. The Borrower shall furnish to the Lender such reports as may be required by them from time to time.
- iv. The Borrower shall use the Loan solely for the purpose described in this Agreement.
- v. This Agreement constitutes the Borrower's legal, valid and binding obligations enforceable in accordance with its terms.

6. Indemnities

The Borrower hereby agrees to indemnify the Lender and their respective officers, representatives and agents against any losses or damages whether by way of costs, charges, expenses, litigation penalty howsoever sustained or incurred by them as a result of, or in connection with, or arising out of failure for any reason on the part of the Borrower in complying with any of the provisions of this agreement and/ or the exercise of any of the rights by the Lender under this Agreement, except to the extent that any such losses or damages are solely attributable to any negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Lender

7. Miscellaneous.



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew.Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699

- i. All the correspondence with respect to this Unsecured Loan shall in writing and addressed to the

To Lender

ReNew Transmission Ventures Private Limited

138, Ansal Chambers- II,
Bikaji Cama Place,
New Delhi- 110066

To Borrower

Gadag Transmission Limited

138, Ansal Chambers- II,
Bikaji Cama Place,
New Delhi- 110066

- ii. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the prior written consent of the Lender. The Lender may at any time assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- iii. This Agreement nor any of its terms or provisions may be amended, unless such amendment is in writing and signed by both the parties.
- iv. Any dispute or difference arising between the parties with respect to this Agreement shall at the first instance be amicably settled between the parties. In case the dispute is not settled by conciliation within a reasonable period then the same shall be referred to Arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 including any statutory modification or variation thereof. The arbitration shall be conducted by a "Sole Arbitrator" to be mutually appointed by the parties. The award of the arbitrator shall be final and binding on both the parties. The arbitration proceedings shall take place in New Delhi.
- v. The Courts at New Delhi shall have the exclusive jurisdiction to entertain and try any dispute and/or difference arising out of or in connection with the terms of this Agreement.
- vi. This agreement shall be governed and construed in accordance with the laws of India.

IN WITNESS WHEREOF Borrower and Lender have put their respective hands hereunto through their authorized representative on the day, month and year first herein above written,

Signed by and on behalf of



ReNew Transmission Ventures Private Limited

Lender

Name: Manoranjan Khuntia

Designation: Director

Signed by and on behalf of



Gadag Transmission Limited

Borrower

Name: Deepak Gupta

Designation: Director



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew.Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

W www.renew.com T +91 124 489 6670 F +91 124 489 6699

IndiGrid Infrastructure Trust
(formerly known as India Grid Trust)



May 28th, 2026

To,
Gadag Transmission Limited (Ext)
Unit no. 101, First Floor, Windsor,
Village Kole Kalyan, Off CST Road,
Vidyanagari Marg, Kalina,
Santacruz East, Mumbai 400098

Dear Sir/Madam,

Kind attention: Mr. Ramil Gupta

Re: Facility Agreement dated May 27, 2026 (the "Facility Agreement") executed and effective 10th March 2026.

We refer to the Facility Agreement executed by the parties thereof. In this letter all captioned terms used but not defined shall have the meaning given to them under the Facility Agreement.

As per the terms the loan shall carry an interest at the rate equivalent to the 'Axis Bank 1 Year MCLR' plus 3.50%. The loan is due for interest rate reset on **01-04-2026** and annually thereafter. Accordingly the first reset date falls on due date

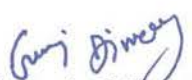
Effective April 1, 2026 the revised interest on the outstanding loan and any further disbursement is 12.30% (Axis Bank 1 Year MCLR (presently at 8.80%) +3.50%) per annum.

Previous interest rate details are as below:

Period	Interest Rate per annum	Effective Rate per annum
10-03-2026 to 31-03-2026	Axis Bank 1 Year MCLR (8.80%) plus 3.50%	12.30%

Your sincerely,

**For IndiGrid Infrastructure Trust
(Formerly known as India Grid Trust)**


Authorised Signatory



Encl.: Axis Bank latest MCLR rate chart dated 18th March 2026

VAKALATNAMA

BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY

COMMISSION, AT NEW DELHI

PETITION NO. _____/TT/2026

IN THE MATTER OF

Gadag Transmission Limited

...Petitioner

Versus

Central Transmission Utility of India Limited

Through its Authorized Signatory,

Floors No. 5-10, Tower 1, Plot No. 16, IRCON International Tower,

Institutional Area, Sector 32, Gurugram, Haryana – 122001 & Ors.

...Respondents

I, Abhay Kumar, Authorized Signatory of Gadag Transmission Limited the Petitioner in the above-mentioned matter do hereby appoint Mr. Shri Venkatesh, Mr. Shryeshth Ramesh Sharma, Ms. Kanika Chugh, Mr. Ashutosh Kumar Srivastava, Mr. Suhael Buttan, Ms. Priya Dhankhar, Mr. Nihal Bhardwaj, Mr. Akash Lamba, Mr. Abhishek Nangia, Mr. Mohit Mansharamani, Mr. Soham Goswami, Mr. Siddharth Nigotia, Mr. Aashwyn Singh, Mr. Vineet Kumar, Mr. Shourya Das, Ms. Surbhi Kapoor, Mr. Nikunj Bhatnagar, Mr. Kunal Veer Chopra, Ms. Tanishka Khatana, Mr. Mr. Punyam Bhutani, Ms. Drishti Rath, Mr. Manaw Bhatia, Mr. Aniket Kanhaua, Mr. Adarsh Singh, Ms. Devishi Gupta, Ms. Ananya Dutta, Mr. R. Jatin Katiyar, Mr. Nilesh Purohit and Ms. Nuha Rahman, Advocates (**SKV Law Offices**) with e-portal Id SHRIVENKATESH123 to appear, plead and act for me/us in the above petition/application and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me/us in the said proceeding and also to appear in all petitions, applications for review before the Hon'ble Central Electricity Regulatory Commission.

Place: New Delhi

Date: 14.07.2026

Signature of the Party



“Accepted”

Signature with date

Advocate for the Petitioner

(Address for service on the Counsel for Petitioner)

Shri Venkatesh

B-50, Defence Colony, New Delhi - 110024

Phone No. 9818771818

Phone No. 011-47099951-99

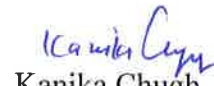
Email: lawyers@skvlawoffices.com

Signature with date
(Name and Designation)



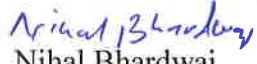

 Shri Venkatesh
 (D/815/2008)


 Shryeshth
 Ramesh Sharma
 (D/2127/2003)


 Kanika Chugh
 (D/3183/2009)


 Ashutosh Kumar
 Srivastava
 (D/268/2017)


 Suhail Buttan
 (D/2324/2017)


 Nihal Bhardwaj
 (D/9517/2019)


 Priya Dhankhar
 (D/2092/2019)


 Abhishek Nangia
 (D/2691/2019)

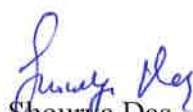

 Soham Goswami


 Siddharth Nigotia
 (D/6850/2019)


 Mohit Mansharamani
 D/2774/2019


 Akash Lamba
 (D/2963/2017)


 Nikunj Bhatnagar
 (D/7122/2022)


 Shourya Das
 F/716/2020


 Aashwyn Singh
 (D/462/2023)


 Vineet Kumar
 (D/4863/2019)

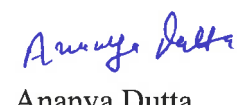

 Kunal Veer Chopra
 (D/6836/2022)


 Surbhi Kapoor
 (D/5294/2020)

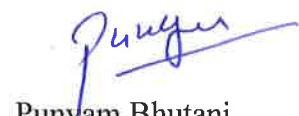

 Aniket Kanha
 (MP/4421/2023)


 Tanishka Khatana
 D/8705/2021

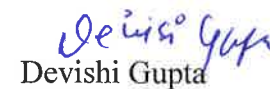

 R. Jatin Katiyar
 UP/06191/2022


 Ananya Dutta
 D/11470/2024

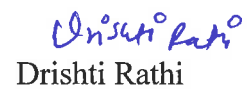

 Adarsh Singh
 D/4398/2024


 Punyam Bhutani
 D/4057/2022


 Nilesh Purohit
 (D/11764/2025)


 Devishi Gupta
 (D/10833/2025)


 Nuha Rahman
 D/15186/2025


 Drishti Rathi
 D/6078/2024

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON WEDNESDAY, MAY 13, 2026 THROUGH VIDEO CONFERENCING AT DEEMED VENUE BEING UNIT NO. 101, FIRST FLOOR, WINDSOR, VILLAGE KOLEKALYAN, OFF CST ROAD, VIDYANAGARI MARG, KALINA, SANTACRUZ (EAST), MUMBAI – 400098

Authorisation for Legal and Regulatory Matters

“RESOLVED THAT in supersession of all the earlier resolutions passed by the Board, with respect to authorization granted for Legal and Regulatory matters, the consent of the Board be and is hereby accorded to severally authorise the Directors or Mr. Harsh Shah or Mr. Sanil Namboodiripad or Ms. Meghana Pandit or Mr. Tanmay Vyas or Mr. Abhay Kumar or Mr. Bibhu Behera or Mr. Abhishek Kukreja (“Authorized Representatives” of the Company) to perform the following for and on behalf of the Company:

- a. initiate/defend all kinds of legal or other proceedings, actions, suits, petitions or applications, appeals, statements, representations, to be filed by/against the Company.
- b. negotiate, execute settlement agreements in relation to pending litigations including but not limited to out of court settlements.
- c. appear, make representations, present and/or sign documents, deeds, agreements for registration.
- d. verify, sign, affirm and present assessments, returns, registers and records, pleadings, petitions, affidavits, statements, vakalatnama, written submissions etc. and to tender evidence both oral and documentary in connection with any such legal proceedings and or legal matter and to do all acts, deeds, matters and things as may be necessary in connection therewith and/or incidental thereto.
- e. nominate, appoint and engage advocates, solicitors, counsel or other professionals and retainers; to do all such acts, things, deeds as may be necessary or proper to carry out the purposes above mentioned.
- f. certification, pay fees, stamp duties, submit documents for translation, authentication, legalization, apostilling or notarization, provide assurances, undertakings, bonds and notes, make paper publications or advertisements, reply to show cause notices or other letters, on behalf of the Company.
- g. in any court of law, tribunal, appellate body, dispute redressal forum, enforcement directorate, conciliation officers, mediation and/or arbitration tribunals, police and other enforcement authorities, intellectual property offices, labour offices, tax, property, revenue, competition commission, other authorities, regulatory and/or any other quasi-judicial authorities, within and outside India.

RESOLVED FURTHER THAT the aforesaid Authorised Representatives be and are hereby severally authorised to verify, sign, affirm and present notices, replies, memoranda, pleadings, petitions, affidavits, statements vakalatnamas, writings, etc. and to tender evidence both oral and documentary in connection with any such legal proceedings and/or legal matter and to do all acts, deeds, matters and things as may be necessary in connection therewith and/or incidental thereto.

RESOLVED FURTHER THAT the aforesaid Authorised Representatives be and are hereby severally authorised to negotiate, finalize and execute commercial and other agreements, notices, replies to show cause notices, and to do all such acts, deeds, matters and things as may be necessary in connection therewith and/or incidental thereto.

RESOLVED FURTHER THAT the Directors of the Company be and are hereby severally authorised to further sub-delegate and grant power of attorney or letter of authority to any person or consultant(s) to represent in legal matters.

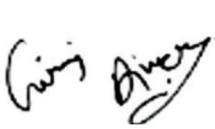
GADAG TRANSMISSION LIMITED

Corporate office: Unit No 101 First Floor Windsor, Village Kolkalyan off CST Road,
Vidyanagari, Mumbai, Maharashtra, India, 400098

RESOLVED FURTHER THAT the Directors of the Company be and are hereby severally authorized to provide certified true copy of this resolution.”

Certified True Copy

For **Gadag Transmission Limited**



Giriraj Ajmera

Director

DIN: 09673301

Place: Unit No101, First Floor, Windsor, Village Kolkalyan Off CST Road, Vidyanagari Marg, Santacruz
(East), Mumbai, Maharashtra-400098

Date: 27-05-2026

FORM-1

1.	Name of the Petitioner/Applicant	Gadag Transmission Limited
2.	Address of the Petitioner/Applicant	
3.	Subject Matter	Petition under Section 62 read with Sections 79(1)(c) & (d) of the Electricity Act, 2003 read with Regulation 15(1)(a) of the CERC (Conduct of Business) Regulations, 2023, the applicable provisions of the CERC (Terms and Conditions of Tariff) Regulations, 2024 for determination of transmission tariff from Commercial Operation Date to 31.03.2029 for the transmission scheme titled "Augmentation of transformation capacity at 400/200kV Gadag PS in Karnataka by 1x500 MVA, 400/200 kV ICT (6th)" (implemented under Regulated Tariff Mechanism)
4.	Petition No., or Application No, if any	Petition No. _____/TT/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	NA
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	NA
7.	Fee paid for Adoption of tariff for (a) Generation asset (b) Transmission asset	NA
8.	Application fee for licence (a) Trading licence (b) Transmission licence (c) Period for which paid (d) Amount of fee paid	NA
9.	Fees paid for Miscellaneous Petition	NA
10.	Fees paid for Interlocutory Application	NA

FORM-1

11.	Fees paid for Regulatory Compliance Petition	NA
12.	Fees paid for Review Application	NA
13.	Licence fees for inter-State Trading (a) Category (b) Period (c) Amount of fee paid (d) Surcharge, if any	NA
14.	Licence fees 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	NA
15.	Annual Registration Charge for Power Exchange/OTC Platform (a) Period (b) Amount of turnover (c) Fee paid (d) Surcharge, if any	NA
16.	Details of fee remitted (a) Transaction id, Reference No./ Payment id (b) Date of remittance (c) Amount remitted	a6e484757c74ca3afe49 14.07.2026 629400/-

Note: While Sl.No.1 to Sl. No.3 and Sl. No.16 are compulsory, the rest may be filled up as applicable

Signature of the authorized signatory with date



Fee Acknowledgement

Counterfoil (Office Copy)

Reference No.:	599/2026	Transaction Id.:	a6e484757c74ca3afe49
		Payment	244941007260168917
		Gateway ID:	
		Status:	success
Received From :	Gadag Transmisssion Limited (RGTL)		
The Sum of Rs. :	629400		
Fee Type:	Petition Filing Fees	Dated :	Jul 14, 2026, 12:00 PM
Payment Gateway:	Sab Paisa		
Fee Mode:	NEFT		
Fee Period:			
Petitioner/ Organisation Name:	Gadag Transmisssion Limited (RGTL)		